

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

January 10, 2012

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

City Council Closed Session

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

City Council Study Sessions

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

City Council Meetings

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

City Hall Council Chamber - 14177 Frederick Street

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

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

Richard A. Stewart, Mayor

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

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CITY COUNCIL OF THE CITY OF MORENO VALLEY
January 10, 2012

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Employee of the Quarter - Margery Lazarus, Senior Engineer, P.E.
2. Officer of the Quarter - Officer Ernie Esquibel
3. Recognition of Steve Curley, Fire Chief

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

**REGULAR MEETING - 6:30 PM
JANUARY 10, 2012**

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

The City Council receives a separate stipend for CSD and RDA meetings

PLEDGE OF ALLEGIANCE

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

ROLL CALL

INTRODUCTIONS

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

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are

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considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF DECEMBER 13, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of December 7, 2011 – January 3, 2012.

A.4 APPROVAL OF CHECK REGISTER FOR OCTOBER, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2012-01, approving the Check Register for the month of October, 2011 in the amount of \$14,849,287.13

Resolution No. 2012-01

A Resolution of the City of Moreno Valley, California, Approving the Check Register for the month of October, 2011

A.5 APPROVAL OF RESOLUTION NO. 2012-02 ADOPTING A RENEWABLE ENERGY RESOURCES ENFORCEMENT PROGRAM GOVERNING MORENO VALLEY UTILITY'S COMPLIANCE WITH CALIFORNIA SENATE BILL 1X-2 (SB1X-2) (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. 2012-02 establishing a Renewable Energy Resources Enforcement Program pursuant to California Senate Bill 1X-2.

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Resolution No. 2012-02

A Resolution of the City Council of the City of Moreno Valley, California, establishing a Renewable Energy Resources Enforcement Program pursuant to California Senate Bill 1X-2

- A.6 PA07-0165 (PM 35859) – REQUEST TO EXTEND A FULL ROAD CLOSURE OF NANDINA AVENUE BETWEEN PERRIS BOULEVARD AND KNOX STREET FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM JANUARY 28, 2012 – MARCH 12, 2012 - DEVELOPER: FIRST INDUSTRIAL, L.P., A DELAWARE LIMITED PARTNERSHIP, EL SEGUNDO, CA. 90245 (Report of: Community & Economic Development Department)

Recommendation:

1. Authorize a time extension to the full road closure of Nandina Avenue from Perris Boulevard to Knox Street for the construction of street and utility improvements from January 28, 2012 – March 12, 2012; and
2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues and/or inclement weather.

- A.7 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR LOCAL STREET PAVEMENT RESURFACING - PROJECT NO. 12-22679728 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Local Street Pavement Resurfacing project to All American Asphalt, PO Box 2229, Corona, CA 92878, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with All American Asphalt;
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$831,230.40 (bid amount \$692,692.00 plus 20% contingency of \$138,538.40) when the contract has been signed by all parties; and
4. Authorize the Public Works Director and/or City Engineer to execute any subsequent change orders to the contract with All American Asphalt up to but not to exceed the Purchase Order contingency of \$138,538.40, subject to the approval of the City Attorney.

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- A.8 ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F PROJECT NO. 11-12566730 (Report of: Public Works Department)

Recommendation:

Adopt a Mitigated Negative Declaration (MND) for the Moreno Townsite Area Storm Drain and Street Improvements between Alessandro Boulevard and Drainage Facility Line F, in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level.

- A.9 ORDINANCE NO. 835 - AN ORDINANCE OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING AND RE-ENACTING SECTIONS 3.44.010, 3.44.020A AND 3.44.050 OF TITLE 3 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE (RECEIVED FIRST READING AND INTRODUCTION ON DECEMBER 13, 2011 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 835, repealing and re-enacting Sections 3.44.010, 3.44.020A, and 3.44.050 of the City of Moreno Valley Municipal Code, facilitating the processing of developer reimbursements.

Ordinance No. 835

An Ordinance of the City of Moreno Valley, California, Repealing and Re-Enacting Sections 3.44.010, 3.44.020A and 3.44.050 of Title 3 of the City of Moreno Valley Municipal Code

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 DECEMBER 13, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

- B.3 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION FOR ADDITIONAL AFTER SCHOOL EDUCATION AND SAFETY GRANT FUNDS FOR ELEMENTARY AND MIDDLE/JUNIOR HIGH SCHOOL STUDENTS FOR FISCAL YEAR 2012/13 (Report of: Parks and Community

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Services Department)

Recommendation:

Authorize the City Manager to submit a grant application in the amount of \$567,000 to the California Department of Education for After School Education and Safety Grant funds (ASES) for Elementary and Middle/Junior High School students for FY 2012/13.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF DECEMBER 13, 2011 (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 DECEMBER 13, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

E. PUBLIC HEARINGS

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

E.1 PUBLIC HEARING AND AUTHORIZING RESOLUTION FOR EXECUTION AND DELIVERY OF CALIFORNIA COMMUNITIES GAS TAX REVENUE CERTIFICATES OF PARTICIPATION, SERIES 2012_ TOTAL ROAD IMPROVEMENT PROGRAM (TRIP) (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

After conducting public hearing, adopt Resolution No. 2012-03 approving the sale, execution, and delivery of not more than \$20 million in principal

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amount of California Communities Gas Tax Revenue Certificates of Participation, Series 2012_ (TRIP–Total Road Improvement Program) (the “COPs” or “Certificates”) and approving certain actions in connection therewith, and authorizing judicial validation proceedings relating thereto.

Resolution No. 2012-03

Resolution Approving the Execution and Delivery of California Communities Gas Tax Revenue Certificates of Participation, Series 2012B (T.R.I.P. – Total Road Improvement Program) Pursuant to a Trust Agreement, Authorizing the Execution and Delivery of a Trust Agreement, Certificate Purchase Agreement and an Installment Sale Agreement, Authorizing the Distribution of an Official Statement in Connection with the Offering and Sale of Such Certificates, and Authorizing the Filing of a Validation Action and Other Matters Relating Thereto

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR ASSESSOR PARCEL NUMBERS ASSOCIATED WITH TENTATIVE PARCEL MAP 34577 BALLOTING FOR NPDES (Report of: Public Works Department)

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 Numbers (APNs) 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017 (the Parcels);
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 the Parcels.

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. Council Member Robin N. Hastings report on Western Riverside Council

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of Governments (WRCOG)

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

G.3 REQUEST FOR CITY COUNCIL DIRECTION IN PROCEEDING WITH AN ELECTION ON THE QUESTION OF DIRECTLY ELECTED MAYOR AND AUTHORIZATION TO HIRE REDISTRICTING CONSULTANT (Report of: City Attorney)

Recommendation: That the City Council:

1. Determine whether the City should be divided into four (4), six (6) or eight (8) new City Council Districts to submit to the voters along with the question of creating the office of directly elected Mayor;
2. Authorize the proposed redistricting of the City into four (4), six (6) or eight (8) City Council Districts; authorize the City Manager to execute a contract with National Demographics Corporation for redistricting services pursuant to their written proposal in an amount not to exceed \$30,000.00; and appropriate \$30,000.00 from the General Fund fund balance to account No. 010.13110.6291.293;
3. Bring back to the City Council for further discussion the newly created City Council Districts before submitting same to the Planning Commission for findings as required by law;
4. Direct staff to prepare all necessary documents and ordinances to submit to the Planning Commission for findings as required by law; and
5. Direct staff to prepare all necessary documents, resolutions and ordinances for the City Council to call an election on the matter of a directly elected Mayor and four (4), six (6) or eight (8) City Council Districts for the November 6, 2012, municipal general election.

G.4 2012 COUNCIL COMMITTEE PARTICIPATION APPOINTMENTS (Report of: City Clerk Department)

Recommendation: That the City Council:

1. Approve appointments to the various committees and regional bodies as recommended in the 2012 Council Committee Participation list submitted by Mayor Richard A. Stewart:

Appoint Mayor Richard A. Stewart to serve as the City of Moreno Valley's representative on the March Joint Powers Commission (MJPC); and

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2. Appoint Mayor Pro Tem William H. Batey II to serve as the City of Moreno Valley's representative on the March Joint Powers Commission (MJPC); and
3. Appoint Council Member Marcelo Co to serve as the City of Moreno Valley's alternate representative on the March Joint Powers Commission (MJPC); and
4. Appoint Mayor Pro Tem William H. Batey II to serve as the City of Moreno Valley's representative on the Riverside County Habitat Conservation Agency (RCHCA); and
5. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Riverside County Habitat Conservation Agency (RCHCA); and
6. Appoint Council Member Marcelo Co to serve as the City of Moreno Valley's representative on the Riverside County Transportation Commission (RCTC); and
7. Appoint Mayor Richard A. Stewart to serve as the City of Moreno Valley's alternate representative on the Riverside County Transportation Commission (RCTC); and
8. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's representative on the Riverside Transit Agency (RTA); and
9. Appoint Council Member Marcelo Co to serve as the City of Moreno Valley's alternate representative on the Riverside Transit Agency (RTA); and
10. Appoint Council Member Robin N. Hastings to serve as the City of Moreno Valley's representative on the Western Riverside Council of Governments (WRCOG); and
11. Appoint Council Member Marcelo Co to serve as the City of Moreno Valley's alternate representative on the Western Riverside Council of Governments (WRCOG); and
12. Appoint Mayor Pro Tem William H. Batey II to serve as the City of Moreno Valley's representative on the Western Riverside County Regional Conservation Authority (RCA); and
13. Appoint Council Member Jesse L. Molina to serve as the City of

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Moreno Valley's alternate representative on the Western Riverside County Regional Conservation Authority (RCA);

14. Approve the appointments to the remaining various committees and regional bodies, as noted on the 2012 Council Committee Participation – Mayor's Recommendations list.

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

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1 .1 ORDINANCE DESIGNATING SPEED LIMIT CERTIFICATION ON VARIOUS STREETS (Report of: Public Works Department)

Recommendation: That the City Council:

1. Receive and file this report; and
2. Introduce Ordinance No. 837, amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code declaring prima facie speed limits on certain streets (as listed on the ordinance).

Ordinance No. 837

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code Relating to a Prima Facie Speed Limit for Certain Streets

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2 .1 ORDINANCE NO. 836 - AMENDING SECTION OF 12.36.010 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE DESIGNATION OF TRUCK ROUTES (RECEIVED FIRST READING AND INTRODUCTION ON DECEMBER 13, 2011 BY A 3-2 VOTE, BATEY AND HASTINGS OPPOSED) (Report of: Public Works Department)

Recommendation: That the City Council:

Adopt Ordinance No. 836, amending Section 12.36.010 of Chapter 12.36 of Title 12 of the Municipal Code to remove Redlands Boulevard from Alessandro Boulevard to the SR-60 eastbound on/off ramp as a designated

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“Truck Route.”

Ordinance No. 836

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 12.36.010 of Chapter 12.36 of Title 12 of the City of Moreno Valley Municipal Code, Revising the Designation of Truck Routes

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

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

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

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

CLOSED SESSION

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 5

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

Number of Cases: 5

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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January 10, 2012

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MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
December 13, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. A Child's Place and Time for Tots Holiday Singers
2. Presentation by The Gas Company/Sempra Utilities to the Moreno Valley Black Chamber of Commerce Community Foundation for Project Green Energy Technology and Math Academy "GETMA"
3. Moreno Valley Chamber of Commerce Donation to the Boy Scouts of America
4. "Business Spotlight"

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

**REGULAR MEETING – 6:30 PM
December 13, 2011**

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:39 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member William H. Batey II

INVOCATION - Reverend Martin Finau - Moreno Valley United Methodist Church

ROLL CALL

Council:

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

Staff:

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

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

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder (A10, A6, A7, A13, A19, and A22).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF NOVEMBER 22, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

Recommendation:

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

A.4 APPROVE THE APPROPRIATION OF \$77,000 FROM FUND 233 FUND BALANCE TO 23310.6391 FOR THE PURCHASE OF MEDICAL SUPPLIES (Report of: Fire Department)

Recommendation:

Approve the Appropriation of \$77,000 from Fund 233 Fund Balance to 23310.6391 for the Purchase of Medical Supplies.

A.5 APPROVE UTILITY AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR THE SR-60/MORENO BEACH INTERCHANGE IMPROVEMENTS PROJECT (PHASE 1) -- PROJECT NO. 07-41570024 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Utility Agreement with Southern California Edison to relocate utilities for the SR-60/Moreno Beach Interchange Improvements project;

2. Authorize the issuance of a Purchase Order to SCE for \$240,472 (\$200,393 plus 20% contingency) for the SR-60/Moreno Beach Interchange Improvements project (Account No. 897.91731); and
3. Authorize the Public Works Director and/or City Engineer to execute any subsequent related amendments to the Utility Agreement with SCE up to, but not exceeding, the contingency amount of \$40,079 subject to the approval of the City Attorney.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR HEACOCK STREET BRIDGE OVER PERRIS VALLEY STORM DRAIN LATERAL "A" IMPROVEMENT - PROJECT NO. 06-12566825 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Heacock Street Bridge over Perris Valley Storm Drain Lateral "A" Improvement project to KIP, Incorporated, 25740 Washington Avenue, Murrieta, CA 92562, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with KIP, Incorporated;
3. Authorize the issuance of a Purchase Order to KIP, Incorporated in the amount of \$2,217,783 (\$2,016,166 base bid amount plus 10% contingency) when the contract has been signed by all parties;
4. Authorize the Public Works Director and/or the City Engineer to execute any subsequent change orders to the contract with KIP, Incorporated, up to but not to exceed the Purchase Order contingency of \$201,617, subject to approval of the City Attorney;
5. Authorize a full road closure of Heacock Street between Iris Avenue and Cardinal Avenue, including adjacent side streets, as necessary, for the construction of bridge and roadway improvements from January 2012 to October 1, 2012; and
6. Authorize the Public Works Director and/or the City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.7 AUTHORIZATION TO ISSUE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF UTILITIES FOR THE STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET - PROJECT NO. 12-12599520

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(Report of: Public Works Department)

Recommendation:

1. Authorize the issuance of a Purchase Order to SCE in the amount of \$936,000 (\$780,000 plus 20% contingency) from Account No. 412.99532.7200; and
2. Authorize payment to SCE in an amount up to \$936,000 for relocation of SCE facilities associated with the street improvements on Cactus Avenue and Nason Street.

A.8 ACCEPTANCE OF CALTRANS HSIP CYCLE 4 GRANT AND FUNDING APPROPRIATION FOR ALESSANDRO MEDIAN BETWEEN INDIAN AND PERRIS PROJECT (Report of: Public Works Department)

Recommendation:

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 4 grant award of up to \$900,000 in funds for the Alessandro Boulevard Median between Indian Street and Perris Boulevard project; and
2. Authorize the \$1,000,000 appropriation of unencumbered Measure "A" funds (Fund 125) for the design and construction costs of the Alessandro Boulevard median between Indian Street and Perris Boulevard project.

A.9 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE INDIAN STREET BICYCLE LANES FROM IRIS AVENUE TO KATRINA AVENUE PROJECT - PROJECT NO. 11-12556331 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Indian Street Bicycle Lanes from Iris Avenue to Katrina Avenue Project to Elite Companies US, Inc., the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Elite Companies US, Inc.;
3. Authorize the issuance of a Purchase Order to Elite Companies US, Inc. for a total amount of \$115,280.10 (\$96,066.75 base bid amount plus 20% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director to execute any subsequent change orders to the contract with Elite Companies US, Inc., up to

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but not to exceed the Purchase Order's total contingency of \$19,213.35, subject to the approval of the City Attorney.

A.10 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL DESIGN AND PROJECT MANAGEMENT CONSULTANT SERVICES FOR THE STREET IMPROVEMENTS FOR NASON STREET FROM CACTUS AVENUE TO FIR AVENUE PROJECT – PROJECT NO. 15-12185820 (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for Professional Design and Project Management Services with Proactive Engineering Consultants, for Street Improvements for Nason Street from Cactus Avenue to Fir Avenue;
2. Authorize the City Manager to execute the Agreement for Professional Design and Project Management Services with Proactive Engineering Consultants;
3. Authorize the issuance of a Purchase Order to Proactive Engineering Consultants in the amount of \$998,716.00 when the Agreement has been signed by all parties; and
4. Authorize the Public Works Director to execute any subsequent amendments to the Agreement with Proactive Engineering Consultants, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

Item A.10 was discussed under Section F.

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

Motion to Approve Item A.10 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 4-1, Council Member Robin N. Hastings opposed.

A.11 APPROVAL OF RESOLUTION NO. 2011-116 ADOPTING AN INTERNAL COMPLIANCE PROGRAM (ICP) GOVERNING MORENO VALLEY UTILITY'S COMPLIANCE WITH NORTH AMERICAN ELECTRIC RELIABILITY CORPORATION (NERC) RELIABILITY STANDARDS APPLICABLE TO ALL USERS, OWNERS, AND OPERATORS OF THE BULK POWER SYSTEM (Report of: Public Works Department)

Recommendation:

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Adopt Resolution No. 2011-116 and the Internal Compliance Program governing Moreno Valley Utility's compliance with NERC Reliability Standards applicable to all users, owners, and operators of the bulk power system and authorizing the Public Works Director and/or City Engineer to make certain revisions to the program.

Resolution No. 2011-116

A Resolution of the City Council of the City of Moreno Valley, California, Adopting a Moreno Valley Utility Internal Compliance Program to Ensure Compliance with the North American Electric Reliability Corporation Reliability Standards and Authorizing the Public Works Director and/or City Engineer to make Certain Revisions to the Program

A.12 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2010-2011 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and
2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.13 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR PARTIAL ACQUISITION OF APNS 478-120-003 & -004 FOR THE REDLANDS BOULEVARD FIRE STATION PROJECT – PROJECT NO. 11-43467830 (Report of: Public Works Department/CPD)

Recommendation:

1. Approve the Agreement for Conveyance of Property for the partial acquisition of APNs 478-120-003 & -004 for the Redlands Boulevard Fire Station Project;
2. Authorize a total purchase price of \$1,262,400, to be comprised of a combination of cash and fee credits;
3. Authorize the payment of \$276,000 representing the down payment plus escrow fees, consisting of \$55,200 from the Fire Capital Projects Fund (Account No. 434.67830) and \$220,800 from the Future Park Sites Land Acquisition Fund (Account No. 461.68227) when the Agreement has been signed by all parties;
4. Authorize establishment of an entitlement fund in the amount of \$130,000 to cover City entitlement fees and costs. The entitlement

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fund consists of \$26,000 from the Fire Capital Projects Fund (Account No. 434.67830) and \$104,000 from the Future Park Sites Land Acquisition Fund (Account No. 461.68227); and

5. Authorize the City Manager to execute the Agreement upon concurrence by the property owners, and authorize the Public Works Director and/or City Engineer to approve any changes that may be requested by the property owners or the City, subject to the approval of the City Attorney.

- A.14 PA07-0090 – EXONERATION OF EROSION CONTROL AGREEMENT AND SECURITY, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Community & Economic Development Department)

Recommendation:

Authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 erosion control improvements.

- A.15 PA07-0090 – EXONERATION OF MONUMENTATION SECURITY, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Community & Economic Development Department)

Recommendation:

Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor security associated with the project PA07-0090 monumentation improvements.

- A.16 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED SEPTEMBER 30, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

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

- A.17 APPROVE JOINT USE AGREEMENT FOR REPLACEMENT OF RIGHTS FOR DISTRIBUTION FACILITIES FOR SR-60/NASON STREET OVERCROSSING IMPROVEMENTS PROJECT - PROJECT NO. 07-41570024 (Report of: Public Works Department)

Recommendation:

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1. Approve a Joint Use Agreement with Southern California Edison (SCE) to relocate SCE's facilities for the SR-60/Nason Street Overcrossing Improvements Project;
2. Authorize the City Manager to execute a Joint Use Agreement with SCE upon concurrence by SCE and the City subject to the approval of the City Attorney; and
3. Authorize the Public Works Director and/or City Engineer to execute any subsequent related amendments to the agreement with SCE subject to the approval of the City Attorney.

A.18 APPROVE AND AUTHORIZE CONSTRUCTION COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA FOR THE SR-60/MORENO BEACH INTERCHANGE PROJECT (PHASE 1) - PROJECT NO. 07-41570024 (Report of: Public Works Department)

Recommendation:

1. Approve the "Construction Cooperative Agreement (District Agreement No. 08-1514)" with the State of California for the construction phase of the SR-60/Moreno Beach Interchange (Phase 1) project;
2. Authorize the City Manager to execute the "Construction Cooperative Agreement (District Agreement No. 08-1514)" with the State of California; and
3. Authorize the Public Works Director and/or City Engineer to execute any future amendments to the "Construction Cooperative Agreement (District Agreement No. 08-1514)," if needed, subject to the approval of the City Attorney.

A.19 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF) EXPENDITURE PLAN FOR FY 2011-12 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve the Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2011-12;
2. Approve an increase of \$48,967 to the SLESF Grant Fund FY 2011-12 revenue budget (account 130.1300.4611) to reflect the total FY 2011-12 allocation of \$248,967; and
3. Approve an increase of \$48,967 to the SLESF Grant Fund FY 2011-12 expenditure budget (account 130.62890.6251.252) to reflect the

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FY 2011-12 planned expenditure of \$248,967.

- A.20 APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPROPRIATION IN THE AMOUNT OF \$943,839 FOR FISCAL YEAR 2011-12 BUDGET (Report of: Community & Economic Development Department)

Recommendation:

Approve the budget appropriation increase of \$943,839 (representing the carryover of certain projects not completed in the prior Fiscal Year) from the Community Development Block Grant (CDBG) Fund fund balance to Business Unit 73952 (CDBG Social Programs).

- A.21 GRANT OF EASEMENT TO EASTERN MUNICIPAL WATER DISTRICT FOR SEWER IMPROVEMENTS WITHIN CITY-OWNED PROPERTY LOCATED ON THE SOUTHWEST CORNER OF COTTONWOOD AVENUE AND NASON STREET (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Grant of Easement to Eastern Municipal Water District for sewer improvements to be located within City-owned property;
2. Authorize the Mayor to execute the Grant of Easement on behalf of the City; and
3. Direct the City Clerk to forward the City executed Grant of Easement to Eastern Municipal Water District for execution.

- A.22 REVISIONS TO THE LIST PRICES FOR NINE SINGLE-FAMILY PROPERTIES IN THE RESIDENTIAL ACQUISITION, REHABILITATION AND RESALE PROGRAM (Report of: Community & Economic Development Department)

Recommendation:

Approve the reduction in the list prices for nine properties in the Neighborhood Stabilization Program Single-Family Residential Acquisition, Rehabilitation and Resale (NSP-ARR); and authorize the City Manager to approve additional list price adjustments, if necessary, based upon market conditions.

- A.23 PARTICIPATION IN THE RIVERSIDE COUNTY MORTGAGE CREDIT CERTIFICATE PROGRAM (Report of: Community & Economic Development Department)

Recommendation:

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1. Adopt Resolution No. 2011-118 authorizing the City's participation in Riverside County's Mortgage Credit Certificate Program; and

Resolution No. 2011-118

A Resolution of the City Council of the City Of Moreno Valley, California Approving Participation in the Riverside County Mortgage Credit Certificate (MCC) Program.

2. Authorize the Community & Economic Development Director to certify the status of the City's Housing Element.

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 NOVEMBER 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

- B.3 CERTIFICATION OF SPECIAL ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 1—ANNEXATION 2011-31 (Report of: Public Works Department)

Recommendation:

Acting in its capacity as President and Members of the Board of Directors of the CSD and as the legislative body of Community Facilities District No. 1 approve and adopt Resolution No. CSD 2011-25; a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying the results of an election and adding property to Community Facilities District No. 1 ("CFD No. 1" or "District") for Annexation No. 2011-31.

Resolution No. CSD 2011-25

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Certifying the Result of an Election and Adding Property to Community Facilities District No. 1

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

- C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

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C.2 MINUTES - REGULAR MEETING OF NOVEMBER 22, 2011 (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 NOVEMBER 22, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2, except Item A.10, which was pulled for a separate vote. by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APNS 481-281-059 and 481-281-060 BALLOTING FOR NPDES (Report of: Public Works Department)

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 Numbers (APNs) 481-281-059 and 481-281-060;
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 APN listing; and
4. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 481-281-059 and 481-281-060.

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

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Motion to Approve Recommendation No. 1 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

The City Clerk announced the following:

APN 481-281-059- "Yes" vote; passes

APN 481-281-060- "Yes" vote; passes

Motion to Approve Recommendations Nos. 2, 3 and 4 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E.2 ADOPTION OF FY 2012-2013 CDBG AND HOME PROGRAM OBJECTIVES AND POLICIES (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to allow for the community to comment on the needs of low-to-moderate income residents in Moreno Valley, including the CDBG Target Areas; and
2. Approve the proposed CDBG and HOME Program Objectives and Policies for the 2012-2013 Program Year.

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

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

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

Item A.10 was pulled for separate discussion.

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

G. REPORTS

- G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
- a. Council Member Council Member William H. Batey II report on Riverside

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County Habitat Conservation Agency (RCHCA)

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

Council Member William H. Batey II announced that he was elected chair of the Riverside County Habitat Conservation Agency for the year 2012.

G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR ASSESSOR PARCEL NUMBERS ASSOCIATED WITH TENTATIVE PARCEL MAP 34577 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendation: That the City Council:

Accept public comments regarding the mail ballot proceeding for Assessor Parcel Numbers (APNs) 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017 (the Parcels) for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

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

No action required.

G.3 JULY 4TH UPDATE (ORAL PRESENTATION) (Report of: Parks and Community Services Department)

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

No action required.

G.4 REPEAL RESOLUTION NO. 2003-17 AND ADOPT AMENDED AND RESTATED RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS AND RELATED FUNCTIONS AND ACTIVITIES (Report of: CITY ATTORNEY)

Recommendation: That the City Council:

Adopt Resolution No. 2011-117, repealing Resolution No. 2003-17 and adopting amended and restated Rules of Procedure for Council Meetings and Related Functions and Activities, attached to the Resolution as Exhibit 1.

Resolution No. 2011-117

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A Resolution of the City Council of the City of Moreno Valley, California, Repealing Resolution 2003-17, and Adopting Amended and Restated Rules of Procedure for City Council Meetings and Related Functions and Activities

Mayor Richard A. Stewart opened the agenda item for public comments, which were received from Deanna Reeder, and Pete Bleckert.

Motion to Approve, with Exhibit 1 as amended by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Marcelo Co
Approved by a vote of 5-0.

G.5 INTRODUCTION OF ORDINANCE REGARDING TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AMENDMENT (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Introduce the proposed Ordinance No. 835, repealing and re-enacting Sections 3.44.010, 3.44.020A, and 3.44.050 of the City of Moreno Valley Municipal Code, facilitating the processing of developer reimbursements.

Ordinance No. 835

An Ordinance of the City of Moreno Valley, California, Repealing and Re-Enacting Sections 3.44.010, 3.44.020A and 3.44.050 of Title 3 of the City of Moreno Valley Municipal Code

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

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

G.6 APPOINTMENT TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD (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 Environmental and Historical Preservation Board with a term expiring June 30, 2012; or
2. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

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

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there being none, public comments were closed.

Motion to appoint Carla Thornton for a term expiring June 30, 2012 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina

Approved by a vote of 5-0.

G.7 CITYWIDE CAMERA SURVEILLANCE SYSTEM (Report of: Police Department)

Recommendation: That the City Council:

1. Authorize the transfer of \$1,900,000 from the General Fund to the Technology Services Fund to fund the Citywide Camera Surveillance System (fund balance in the General Fund is from the Police Department's Fiscal Year 2010-11 savings of over \$2,700,000); and
2. Approve the budget appropriation of \$1,900,000 from the Technology Services Fund fund balance to a new capital project account to fund the Citywide Camera Surveillance System.

Mayor Richard A. Stewart opened the agenda item for public comments, which received from Deanna Reeder, Pete Bleckert, Pete Cervantes, and Daryl Terrell.

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

Approved by a vote of 5-0.

G.8 DEVELOPMENT IMPACT FEE PROGRAM UPDATE (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Receive and file this update on several considerations relating to the Development Impact Fee Program and provide further direction for consideration at an upcoming Council meeting.

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

Received and filed.

G.9 CITY COUNCIL REORGANIZATION - SELECTION OF MAYOR AND MAYOR PRO TEM (Report of: City Clerk's Department)

Recommendation: That the City Council:

Conduct the reorganization of the City Council by selecting two Council Members to serve one-year terms respectively as Mayor and Mayor Pro

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Tem.

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

Mayor Pro Tem Jesse L. Molina withdrew from nominations.

Motion to conduct the selection process by voice vote by m/Council Member Marcelo Co, s/Council Member William H. Batey II
Approved by a vote of 5-0.

The City Clerk opened nominations for Mayor.

Council Member William H. Batey II made a motion to nominate Council Member Robin N. Hastings

Mayor Pro Tem Jesse L. Molina nominated Mayor Richard A. Stewart.

Motion to close nominations by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

The votes were as follows:

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

Mayor Richard A. Stewart was selected as Mayor by a vote of 3-2.

The City Clerk opened nominations for Mayor Pro Tem.

Council Member Marcelo Co nominated William H. Batey II.

Motion to close nominations by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

The votes were as follows:

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

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Council Member William H. Batey II was selected as Mayor Pro Tem by a vote of 5-0.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1 .1 ORDINANCE AMENDING SECTION OF 12.36.010 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE DESIGNATION OF TRUCK ROUTES (Report of: Public Works Department)

Recommendation: That the City Council:

Introduce Ordinance No. 836, amending Section 12.36.010 of Chapter 12.36 of Title 12 of the Municipal Code to remove Redlands Boulevard from Alessandro Boulevard to the SR-60 eastbound on/off ramp as a designated "Truck Route."

Ordinance No. 836

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 12.36.010 of Chapter 12.36 of Title 12 of the City of Moreno Valley Municipal Code, Revising the Designation of Truck Routes

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

Recess;

Reconvened

Motion not to introduce the ordinance by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Motion Failed by a vote of 2-3, Mayor Richard A. Stewart, Mayor Pro Tem Jesse L. Molina, and Council Member Marcelo Co opposed.

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

Council's direction was not to place this item on the Consent Calendar for the second reading.

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Public comments taken after Item G.8.

Louise Palomarez

1. Cactus and Nason project
2. Development projects

Oscar Valdepena

1. Constructions in the City

Daryl Terrell

1. Funding of medical campus project

Pete Blekert

1. Cameras - revenue enhancement
2. Utility tax

Victoria Baca

1. Economic Development plan
2. Pulling items from Consent Calendar

Adam Sands (representing Housing Opportunities Collaboration of the Inland Empire)

1. Foreclosure prevention; announced upcoming foreclosure summit

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

Council Member Robin N. Hastings

1. Stated that we all vote according to people we represent and to the best

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use of resources and the funding; voted against Item A.10 questioning committing million dollars now when we don't have any guarantee of funding; we have to do what is in the best interest of all the people we represent

2. Attended the March Field Museum Holiday party - a great event; commended its staff for a great job

3. Wished everyone happy holidays

Council Member Marcelo Co

1. Stated that we represent entire Moreno Valley, not just our own district and we have to think if it is going to benefit the majority of the people; emphasized that his main and only goal is to bring jobs to the City and he doesn't have vested interest in anything

2. Appreciates that we will help people again to salvage their homes, as we have too many foreclosed houses; will attend foreclosure summit, organized by Adam Sands

3. The City needs to build infrastructure in order for the projects to be developed; it needs to provide means for businesses to come in to the City and bring jobs; good businesses will benefit the City and residents

4. If we think the economy will get better, then it will get better - we need to do something toward it now; when prices go up, we will not be able to afford it

Mayor Pro Tem Jesse L. Molina

1. We need to be proactive and build infrastructure. We are on the right path, and the City will go forward; the goal is to make the City prosper, and infrastructure is essential for future development

2. Would like to put limits on cameras so that they do not impose on privacy

3. We have to spend money in order to make money; we are here to improve lives of citizens

4. Thanked staff for working hard; wished everybody happy holidays

Council Member William H. Batey II

1. Announced that Chief Curly was promoted, and tonight is his last meeting; congratulated him and thanked him for his service for the City. Chief Abdul Ahmad will be taking over temporarily

2. Wished everyone happy holidays

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Mayor Richard A. Stewart

1. Last night attended the Blue Light ceremony in honor of all fallen officers in Riverside County; was very honored to be invited by the Sherrif to read names of the fallen officers; this was one of the largest attendance of family members of the fallen officers; a very somber event
2. Attended creche festival at Latter-Saints church on Old Lake Drive; a very wonderful, open to the community event with music from different organizations
3. Congratulated Chief Curly on well deserved promotion
4. Stated that the City didn't build a new library because of operating cost
5. Stated that we haven't seen any client at MarchLife Care; it's a tough economy
6. Regarding pulling items from Consent Calendar - Ms. Reeder spends her time to read the agenda packets, and the idea was to get the questions answered; if there are a lot of questions regarding an item, it is appropriate to pull the item
7. Explained that we pulled back from the lawsuit with two other cities because those cities didn't have a challenger as we did; if we stayed, their project would be delayed; we will re-submit it

CLOSED SESSION - canceled

ADJOURNMENT

Motion to Adjourn: there being no further business to conduct, the meeting was adjourned at 10:22 p.m. by unanimous informal consent. by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Marcelo Co
Approved by a vote of 5-0.

Submitted by:

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

Approved by:

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

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December 13, 2011



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: January 10, 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 December 7, 2011 – January 3, 2012.

<i>Reports on Reimbursable Activities December 7, 2011 – January 3, 2012</i>		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings	12/21/11	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Jesse L. Molina		None
Richard A. Stewart	12/14/11	Student of the Month Luncheon

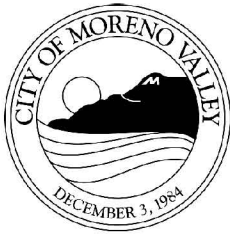
Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

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

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: January 10, 2012

TITLE: APPROVAL OF CHECK REGISTER FOR OCTOBER, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2012-01, approving the Check Register for the month of October, 2011 in the amount of \$14,849,287.13.

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. 2012-01
Check Register for Month of October, 2011

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. 2012-01

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MORENO VALLEY, CALIFORNIA,
APPROVING THE CHECK REGISTER FOR THE
MONTH OF OCTOBER, 2011

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period October 1, 2011 through October 31, 2011, 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 October 1, 2011 through October 31, 2011, in the total amount of \$14,849,287.13 is approved.

APPROVED AND ADOPTED this 10th day of January, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-01
Date Adopted: January 10, 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. 2012-01 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of January, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

Resolution No. 2012-01
Date Adopted: January 10, 2012



City of Moreno Valley

Check Register

For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS IN THE AMOUNT OF \$25,000 OR GREATER				
A N R INDUSTRIES, INC				
			Remit to: SANTA FE SPRINGS	CA
10/3/2011	209662	40,027.99	PROP REHAB.-24497 DUNLAVY CT.	40,027.99
Vendor Total		40,027.99		
FYTD for A N R INDUSTRIES, INC		99,004.05		
ACT COMPLIANCE				
			Remit to: CORONA	CA
10/3/2011	209664	84,437.42	INSTALL VEHICLE DIESEL RETROFT	78,483.60
			CALIF SALES TAX	5,953.82
Vendor Total		84,437.42		
FYTD for ACT COMPLIANCE		84,437.42		
AECOM TECHNICAL SERVICES INC				
			Remit to: ONTARIO	CA
10/3/2011	209665	56,260.83	PERRIS BLVD WIDENING PROJ	31,427.18
			PERRIS BLVD WIDENING PROJ	19,000.00
			PERRIS BLVD WIDENING PROJ	5,833.65
Vendor Total		56,260.83		
FYTD for AECOM TECHNICAL SERVICES INC		90,950.45		
AFTERSCHOOLSTORE.COM				
			Remit to: LOS ANGELES	CA
10/12/2011	209884	37,792.90	ELEMENTARY SCHOOL SNACKS-STARS	29,707.90
			MIDDLE SCHOOL SNACKS-STARS	8,085.00
Vendor Total		37,792.90		
FYTD for AFTERSCHOOLSTORE.COM		119,985.11		
ALL AMERICAN ASPHALT, INC.				
			Remit to: CORONA	CA
10/17/2011	209887	652,133.49	SR-60/NASON ST INTRCHNG PROJ	424,191.90
			SR-60/NASON ST INTRCHNG PROJ	106,047.97
			SR-60/NASON ST INTRCHNG PROJ	107,912.42
			SR-60/NASON ST INTRCHNG PROJ	13,981.20
10/26/2011	111013	72,459.28	RETENTN PMT PER ESCRW AGREEMNT	72,459.28
Vendor Total		724,592.77		
FYTD for ALL AMERICAN ASPHALT, INC.		1,920,151.77		



City of Moreno Valley

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For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DMC DESIGN GROUP, INC				
10/3/2011	209685	34,284.67	Remit to: CORONA DAY ST IMPRVMENTS PROJ SVCS	CA 34,284.67
Vendor Total		34,284.67		
FYTD for DMC DESIGN GROUP, INC		126,470.45		



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For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT			<u>Remit to:</u> PERRIS	CA
10/3/2011	209690	35,931.62		
			WATER & SEWER CONNECTION FEES	35,931.62
10/3/2011	209691	35,793.45		
			WATER CHARGES	109.76
			WATER CHARGES	181.23
			WATER CHARGES	505.33
			WATER CHARGES	11,346.36
			WATER CHARGES	2,691.19
			WATER CHARGES	540.57
			WATER CHARGES	10,763.90
			WATER CHARGES	3,645.55
			WATER CHARGES	4,468.48
			WATER CHARGES	64.71
			WATER CHARGES	591.06
			WATER CHARGES	294.12
			WATER CHARGES	446.77
			WATER CHARGES	58.50
			WATER CHARGES	85.92
10/17/2011	209899	37,814.70		
			WATER CHARGES	48.20
			WATER CHARGES	189.02
			WATER CHARGES	2,334.05
			WATER CHARGES	33.60
			WATER CHARGES	4,110.98
			WATER CHARGES	96.49
			WATER CHARGES	11,642.91
			WATER CHARGES	216.01
			WATER CHARGES	6,312.74
			WATER CHARGES	1,825.70
			WATER CHARGES	7,390.22
			WATER CHARGES	638.93
			WATER CHARGES	184.49
			WATER CHARGES	810.97
			WATER CHARGES	193.84
			WATER CHARGES	210.03
			WATER CHARGES	266.73
			WATER CHARGES	522.24
			WATER CHARGES	787.55
10/24/2011	209973	51,265.67		
			WATER CHARGES	1,283.11
			WATER CHARGES	895.34
			WATER CHARGES	488.87
			WATER CHARGES	697.51
			WATER CHARGES	11,535.27
			WATER CHARGES	4,502.07
			WATER CHARGES	3,238.23
			WATER CHARGES	5,465.19
			WATER CHARGES	3,736.60
			WATER CHARGES	6,015.23
			WATER CHARGES	1,980.97
			WATER CHARGES	193.42
			WATER CHARGES	52.62



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For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHARGES	1,089.03
			WATER CHARGES	2,060.64
			WATER CHARGES	253.50
			WATER CHARGES	301.75
			WATER CHARGES	160.53
			WATER CHARGES	1,820.02
			WATER CHARGES	1,420.36
			WATER CHARGES	419.37
			WATER CHARGES	77.13
			WATER CHARGES	222.76
			WATER CHARGES	444.73
			WATER CHARGES	1,512.71
			WATER CHARGES	1,398.71
Vendor Total		160,805.44		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		731,335.44		
EMPLOYMENT DEVELOPMENT DEPARTMENT			Remit to: WEST SACRAMENTO CA	
10/3/2011	209694	48,112.19		
			UNEMPLOYMENT INS CLAIMS	48,112.19
10/7/2011	2950	34,224.89		
			STATE INCOME TAX W/H 10/7/11	34,224.89
10/21/2011	2958	39,243.54		
			STATE INCOME TAX W/H 10/21/11	39,243.54
Vendor Total		121,580.62		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		355,275.31		
ENCO UTILITY SERVICES MORENO VALLEY LLC			Remit to: ANAHEIM CA	
10/31/2011	883839	159,838.92		
			ELECTRIC METER CHARGES	605.00
			ELECTRIC METER CHARGES	345.00
			DISTRIBUTION CHARGES	150,542.85
			SPECIAL CHARGES & TEMPORARY	8,910.00
			ON-LINE UTILITY EXCHANGE	226.20
			BAD DEBT - DEDUCTION	-790.13
Vendor Total		159,838.92		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		999,353.56		
FIRST AMERICAN TRUST CO			Remit to: SANTA ANA CA	
10/3/2011	111002	28,000.00		
			HAP LOAN: JOSE F. LIMON	28,000.00
Vendor Total		28,000.00		
FYTD for FIRST AMERICAN TRUST CO		28,000.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FIRST AMERICAN TRUST, FSB				
			<u>Remit to:</u> SANTA ANA	CA
10/17/2011	111009	5,300,000.00		
			HEMLOCK FAM APTS-INITIAL PYMT	5,300,000.00
Vendor Total		5,300,000.00		
FYTD for FIRST AMERICAN TRUST, FSB		5,300,000.00		
FLEMING ENVIRONMENTAL, INC.				
			<u>Remit to:</u> FULLERTON	CA
10/17/2011	209903	31,378.49		
			RETENT. RLS-SHADOW MTN PRK PRJ	14,263.20
			RETENT. RLS-SHADOW MTN PRK PRJ	17,115.29
Vendor Total		31,378.49		
FYTD for FLEMING ENVIRONMENTAL, INC.		171,930.38		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
			<u>Remit to:</u> LOS ANGELES	CA
10/3/2011	883655	39,041.40		
			LEGAL SVCS	6,149.25
			LEGAL SVCS	32,892.15
Vendor Total		39,041.40		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		85,819.50		
H & H GENERAL CONTRACTORS				
			<u>Remit to:</u> HIGHLAND	CA
10/3/2011	209703	31,727.26		
			MV UTIL. PROJ CONSTRUCT. SVCS	31,727.26
10/10/2011	209831	214,494.64		
			RETENT. RELEASE-MV UTIL. PROJ	31,704.11
			RETENT. RELEASE-MV UTIL. PROJ	32,211.45
			RETENT. RELEASE-MV UTIL. PROJ	2,128.59
			RETENT. RELEASE-MV UTIL. PROJ	53,020.74
			RETENT. RELEASE-MV UTIL. PROJ	34,558.24
			RETENT. RELEASE-MV UTIL. PROJ	31,350.23
			RETENT. RELEASE-MV UTIL. PROJ	29,521.28
Vendor Total		246,221.90		
FYTD for H & H GENERAL CONTRACTORS		462,024.35		
HILLCREST CONTRACTING, INC				
			<u>Remit to:</u> CORONA	CA
10/10/2011	883747	194,487.68		
			RETENT. RLS-DAY ST IMPRVMNTS	166,313.81
			RETENT. RLS-DAY ST IMPRVMNTS	24,947.07
			RETENT. RLS-DAY ST IMPRVMNTS	3,226.80
Vendor Total		194,487.68		
FYTD for HILLCREST CONTRACTING, INC		524,781.95		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INTERNAL REVENUE SERVICE				
10/7/2011	2949	130,489.60	<u>Remit to:</u> FED INCOME TAX W/H 10/7/11	130,489.60
10/21/2011	2957	142,411.45	FED INCOME TAX W/H 10/21/11	142,411.45
Vendor Total		272,901.05		
FYTD for INTERNAL REVENUE SERVICE		1,193,211.44		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY UTILITY			Remit to: HEMET	CA
10/3/2011	209731	85,700.66		
			ELECTRICITY	160.42
			ELECTRICITY	1,942.22
			ELECTRICITY	317.03
			ELECTRICITY	613.79
			ELECTRICITY	18,159.30
			ELECTRICITY	19,579.42
			ELECTRICITY	5,839.31
			ELECTRICITY	12,203.60
			ELECTRICITY	1,800.71
			ELECTRICITY	3,578.35
			ELECTRICITY	11,622.24
			ELECTRICITY	5,508.60
			ELECTRICITY	294.03
			ELECTRICITY	148.08
			ELECTRICITY	93.84
			ELECTRICITY	70.38
			ELECTRICITY	70.73
			ELECTRICITY	199.21
			ELECTRICITY	145.80
			ELECTRICITY	3,353.60
10/17/2011	209921	82,469.09		
			ELECTRICITY	154.74
			ELECTRICITY	1,991.06
			ELECTRICITY	303.37
			ELECTRICITY	601.73
			ELECTRICITY	17,176.55
			ELECTRICITY	19,339.98
			ELECTRICITY	5,172.27
			ELECTRICITY	11,221.25
			ELECTRICITY	1,646.39
			ELECTRICITY	3,685.12
			ELECTRICITY	11,622.24
			ELECTRICITY	5,508.60
			ELECTRICITY	260.33
			ELECTRICITY	143.45
			ELECTRICITY	90.88
			ELECTRICITY	68.16
			ELECTRICITY	68.16
			ELECTRICITY	181.82
			ELECTRICITY	137.59
			ELECTRICITY	3,095.40
Vendor Total		168,169.75		
FYTD for MORENO VALLEY UTILITY		332,703.22		



City of Moreno Valley

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For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NATIONWIDE RETIREMENT SOLUTIONS				
			<u>Remit to:</u> COLUMBUS OH	
10/7/2011	2946	25,526.88		
			DEF COMP 457 & 401(A) 10/7/11	25,526.88
Vendor Total		25,526.88		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		285,943.63		
NOBLE AMERICAS ENERGY SOLUTIONS				
			<u>Remit to:</u> PASADENA CA	
10/17/2011	209923	270,902.75		
			ENERGY PURCHASE 7/31-8/31/11	270,902.75
10/31/2011	210085	249,707.24		
			ENERGY PURCHASE 8/31-9/30/11	249,707.24
Vendor Total		520,609.99		
FYTD for NOBLE AMERICAS ENERGY SOLUTIONS		811,704.04		
PARSONS TRANSPORTATION GROUP, INC.				
			<u>Remit to:</u> IRVINE CA	
10/24/2011	883814	217,164.80		
			SR-60/MOR BCH DR IMPRVMENTS PRJ	164,812.73
			SR-60/NASON ST OVRCRSSNG PROJ	52,352.07
Vendor Total		217,164.80		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		662,072.81		
PERS HEALTH INSURANCE				
			<u>Remit to:</u> SACRAMENTO CA	
10/7/2011	111001	195,500.62		
			EMPLOYEE HEALTH INS 10/7/11	195,500.62
Vendor Total		195,500.62		
FYTD for PERS HEALTH INSURANCE		804,674.52		
PERS RETIREMENT				
			<u>Remit to:</u> SACRAMENTO CA	
10/14/2011	2951	218,881.36		
			PERS RETIREMENT 10/14/11	218,881.36
10/28/2011	2959	215,922.71		
			PERS RETIREMENT 10/28/11	215,922.71
Vendor Total		434,804.07		
FYTD for PERS RETIREMENT		1,935,033.25		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE CONSTRUCTION COMPANY, INC				
			<u>Remit to:</u> RIVERSIDE CA	
10/3/2011	883694	32,133.79	IRONWOOD AVE-DAY TO BARCLAY	32,133.79
10/17/2011	883786	41,555.29	IRONWOOD AVE/STORM DRAIN PROJ	37,892.25
			IRONWOOD AVE/STORM DRAIN PROJ	2,866.82
			IRONWOOD AVE/STORM DRAIN PROJ	796.22
Vendor Total		73,689.08		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC		1,130,702.47		
SAN PEDRO SIGN COMPANY				
			<u>Remit to:</u> WILMINGTON CA	
10/3/2011	883702	30,600.00	AUTO MALL PYLON SIGN PROJECT	14,929.53
			AUTO MALL PYLON SIGN PROJECT	15,670.47
10/10/2011	883759	72,412.76	RETENT. RLS-AUTO MALL SIGN PRJ	70,671.60
			RETENT. RLS-AUTO MALL SIGN PRJ	1,741.16
Vendor Total		103,012.76		
FYTD for SAN PEDRO SIGN COMPANY		350,627.63		
SHELL ENERGY NORTH AMERICA (US) L.P.				
			<u>Remit to:</u> PHILADELPHIA PA	
10/24/2011	883820	548,240.00	ENERGY PURCHASE FOR MV UTIL.	548,240.00
Vendor Total		548,240.00		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.		2,464,588.00		
SOCO GROUP, INC				
			<u>Remit to:</u> PERRIS CA	
10/3/2011	883706	30,516.72	FUEL PURCH-CITY VEHICLES/EQUIP	8,016.03
			FUEL PURCH-CITY VEHICLES/EQUIP	8,412.64
			FUEL PURCH-CITY VEHICLES/EQUIP	6,158.90
			FUEL PURCH-CITY VEHICLES/EQUIP	7,929.15
Vendor Total		30,516.72		
FYTD for SOCO GROUP, INC		125,439.86		



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For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON				
			Remit to: ROSEMEAD	CA
10/3/2011	209757	44,733.97		
			WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	5,285.09
			WDAT CHARGES-GLOBE	10,531.53
			WDAT CHARGES-NANDINA	2,647.31
			WDAT CHARGES-FREDERICK	2,841.03
			WDAT CHARGES-SUBSTATION	20,803.79
10/17/2011	209938	149,071.42		
			ELECTRICITY	103.28
			ELECTRICITY	147.13
			ELECTRICITY	1,605.79
			ELECTRICITY	73.31
			ELECTRICITY	696.26
			ELECTRICITY	52.97
			ELECTRICITY	73.79
			ELECTRICITY	1,054.12
			ELECTRICITY	232.75
			ELECTRICITY	1,652.56
			ELECTRICITY	1,466.69
			ELECTRICITY	1,902.42
			ELECTRICITY	1,889.88
			ELECTRICITY	924.29
			ELECTRICITY	1,357.45
			ELECTRICITY	94,614.05
			ELECTRICITY	36,385.34
			ELECTRICITY	4,460.51
			ELECTRICITY	119.27
			ELECTRICITY	23.17
			ELECTRICITY	44.55
			ELECTRICITY	27.47
			ELECTRICITY	68.81
			ELECTRICITY	95.56
Vendor Total		193,805.39		
FYTD for SOUTHERN CALIFORNIA EDISON		1,014,152.12		
STANDARD INSURANCE CO				
			Remit to: PORTLAND	OR
10/10/2011	209864	27,889.21		
			LIFE & DISABILITY INSURANCE	10,895.22
			LIFE & DISABILITY INSURANCE	17,043.07
			LIFE & DISABILITY INSURANCE	-49.08
Vendor Total		27,889.21		
FYTD for STANDARD INSURANCE CO		120,055.44		
THINK TOGETHER, INC				
			Remit to: SANTA ANA	CA
10/10/2011	209868	419,690.90		
			ASES GRANT PRGM SVCS	419,690.90
Vendor Total		419,690.90		
FYTD for THINK TOGETHER, INC		419,690.90		



City of Moreno Valley

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For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRUGREEN LANDCARE				
			<u>Remit to:</u> RIVERSIDE CA	
10/10/2011	883763	29,927.46	LNDSCP MAINT-ZONE E-4	14,498.73
			LNDSCP MAINT-ZONE E-4A	465.00
			LNDSCP MAINT-ZONE E-4	14,498.73
			LNDSCP MAINT-ZONE E-4A	465.00
10/24/2011	883823	30,185.78	LANDSCAPE MAINT-ZONE M	5,532.72
			LANDSCAPE MAINT-ZONE DSG-1/10	6,721.28
			LANDSCAPE MAINT-ZONE E-16	2,485.00
			LNDSCP MAINT-ZONE E-4	14,498.73
			LNDSCP MAINT-ZONE E-4A	465.00
			IRRIGATION REPAIRS-ZONE E-4	483.05
Vendor Total		60,113.24		
FYTD for TRUGREEN LANDCARE		104,797.31		
U.S. BANK/CALCARDS				
			<u>Remit to:</u> ST. LOUIS MO	
10/13/2011	111008	47,737.92	CALCARD PYMT CYCLE END 10/07/1	47,737.92
10/11/2011	111005	76,154.93	CALCARD PYMT CYCLE END 9/22/11	76,154.93
Vendor Total		123,892.85		
FYTD for U.S. BANK/CALCARDS		521,627.90		
WELLS FARGO CORPORATE TRUST				
			<u>Remit to:</u> LOS ANGELES CA	
10/18/2011	111004	700,689.58	2007 TXBL LRB DEBT SVC PYMNT	700,689.58
10/18/2011	111003	1,987,927.72	2005 LRB DEBT SVC PYMNT	1,987,927.72
Vendor Total		2,688,617.30		
FYTD for WELLS FARGO CORPORATE TRUST		3,969,841.92		
WESTRUX INTERNATIONAL, INC.				
			<u>Remit to:</u> SANTA FE SPRINGS CA	
10/17/2011	209946	76,474.50	2012 INTERNTL 4300 DURASTAR	87,178.64
			2011 TO 2012 MODEL YR ESCALAT.	850.00
			16 FT VAN BODY (CREDIT)	-18,335.00
			CREW CAB UPGRADE	6,850.00
			CUSTOMER DISCOUNT	-5,776.96
			DOCUMENTATION FEE	55.00
			CA SALES TAX, TIRE RECYC FEE,	5,652.82
Vendor Total		76,474.50		
FYTD for WESTRUX INTERNATIONAL, INC.		76,474.50		
Subtotal		13,439,370.14		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN \$25,000				
P&P UNIFORMS				
			Remit to: RIVERSIDE	CA
10/17/2011	209885	479.85	POP TEAM SHIRTS	247.50
			FLEX FIT BLACK CAPES	119.88
			MVPD LOGO & POP TEAM LETTERING	84.00
			CALIF SALES TAX	28.47
Vendor Total		479.85		
FYTD for P&P UNIFORMS		479.85		
A. M. BEST COMPANY, INC				
			Remit to: PHILADELPHIA	PA
10/10/2011	883729	520.95	BEST'S 2011 KEY RATING GUIDE	520.95
Vendor Total		520.95		
FYTD for A. M. BEST COMPANY, INC		520.95		
ABILITY COUNTS, INC				
			Remit to: CORONA	CA
10/3/2011	209663	1,370.00	LANDSCAPE MAINT-AQDCT	1,370.00
10/24/2011	209952	1,440.00	LANDSCAPE MAINT-AQDCT	1,440.00
10/31/2011	210024	1,440.00	LANDSCAPE MAINT-AQDCT	1,440.00
Vendor Total		4,250.00		
FYTD for ABILITY COUNTS, INC		5,690.00		
ACCESS SECURITY CONTROLS INT., INC.				
			Remit to: TEMECULA	CA
10/17/2011	209886	75.00	SECURITY MONITORING SVCS-ERC	75.00
Vendor Total		75.00		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		225.00		
ADAMS, MARK L.				
			Remit to: REDLANDS	CA
10/3/2011	883635	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for ADAMS, MARK L.		1,274.92		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADLERHORST INTERNATIONAL INC.				
			<u>Remit to:</u> RIVERSIDE	CA
10/17/2011	883768	283.34		
			TRAINING-POLICE K-9 PATROL	283.34
Vendor Total		283.34		
FYTD for ADLERHORST INTERNATIONAL INC.		1,595.55		
ADMINSURE				
			<u>Remit to:</u> DIAMOND BAR	CA
10/10/2011	209784	2,600.00		
			WORKERS' COMP ADMIN SVCS	2,600.00
Vendor Total		2,600.00		
FYTD for ADMINSURE		10,400.00		
ADVANCE REFRIGERATION & ICE SYSTEMS, INC				
			<u>Remit to:</u> RIVERSIDE	CA
10/3/2011	883636	1,234.93		
			EVAP BLOWER REPAIRS-STN 9	1,234.93
10/24/2011	883797	6,535.28		
			INSTALL RECOND ICE MAKER-YARD	4,985.61
			INSTALL NEW ICE BIN-EOC	1,549.67
Vendor Total		7,770.21		
FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC		8,517.70		
ADVANCED ELECTRIC				
			<u>Remit to:</u> RIVERSIDE	CA
10/10/2011	209785	1,142.00		
			ELECTRICAL WORK-PD MEN'S LOCKR	251.00
			ELECTRICAL REPAIRS-STN 2	891.00
10/31/2011	210025	62.00		
			ELECTRICAL REPAIRS-CFD #1	62.00
Vendor Total		1,204.00		
FYTD for ADVANCED ELECTRIC		12,056.00		
AEI-CASC ENGINEERING				
			<u>Remit to:</u> COLTON	CA
10/10/2011	883730	65.00		
			PLAN CHECK SVCS-LAND DVLPMNT	65.00
10/31/2011	883829	2,526.54		
			CONSULTANT SVCS-F-WQMP	2,526.54
Vendor Total		2,591.54		
FYTD for AEI-CASC ENGINEERING		16,574.74		



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Check Register

For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AFTERSCHOOLSTORE.COM				
			Remit to: LOS ANGELES	CA
10/12/2011	209880	0.00		
			ELEMENTARY SCHOOL SNACKS-STARS	29,707.90
			MIDDLE SCHOOL SNACKS-STARS	8,085.00
			VOIDED CHECK #209880 -10/12/11	-29,707.90
			VOIDED CHECK #209880 -10/12/11	-8,085.00
Vendor Total		0.00		
FYTD for AFTERSCHOOLSTORE.COM		119,985.11		
AGARWAL, ASHOK				
			Remit to: UPLAND	CA
10/12/2011	209881	6,691.82		
			CLAIM SETTLEMENT	6,691.82
Vendor Total		6,691.82		
FYTD for AGARWAL, ASHOK		6,691.82		
AGUILAR, DAISY				
			Remit to: PERRIS	CA
10/3/2011	209666	52.00		
			REFUND-DRUMS CLASS	52.00
Vendor Total		52.00		
FYTD for AGUILAR, DAISY		52.00		
ALLAHYARI, REZA				
			Remit to: MORENO VALLEY	CA
10/31/2011	210026	666.07		
			REFUND-PERMITS CANCELLED	468.87
			REFUND-PERMITS CANCELLED	97.60
			REFUND-PERMITS CANCELLED	97.60
			REFUND-PERMITS CANCELLED	0.20
			REFUND-PERMITS CANCELLED	1.80
Vendor Total		666.07		
FYTD for ALLAHYARI, REZA		666.07		
ALLIANCE BUS LINES INC				
			Remit to: ONTARIO	CA
10/24/2011	209953	2,449.11		
			TRANSPORT SVC-STARS	1,139.84
			TRANSPORT SVC-STARS	489.72
			TRANSPORT SVC-STARS	460.65
			TRANSPORT SVC-STARS	358.90
Vendor Total		2,449.11		
FYTD for ALLIANCE BUS LINES INC		9,111.74		
ALLIANT INSURANCE SERVICES, INC.				
			Remit to: NEWPORT BEACH	CA
10/31/2011	210027	3,092.47		
			SPECIAL EVENT INSURANCE PREM	3,092.47
Vendor Total		3,092.47		
FYTD for ALLIANT INSURANCE SERVICES, INC.		6,798.82		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ALLIANZ LIFE INSURANCE CO				
			Remit to: NEWARK	NJ
10/10/2011	209787	75.00	NON-EXEMPT ANNUITY	75.00
Vendor Total		75.00		
FYTD for ALLIANZ LIFE INSURANCE CO		300.00		
ALVAREZ, NIDEA				
			Remit to: MORENO VALLEY	CA
10/31/2011	210028	84.00	INSTRUCTOR SVCS-DRAWING	84.00
Vendor Total		84.00		
FYTD for ALVAREZ, NIDEA		483.00		
AMERICAN FORENSIC NURSES				
			Remit to: PALM SPRINGS	CA
10/10/2011	883731	5,933.24	BLOOD DRAWS-POLICE	82.16
			BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	1,949.68
			BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	1,478.88
			BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	2,217.12
10/17/2011	883769	2,442.64	BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	41.08
			BLOOD DRAWS-POLICE	2,360.48
Vendor Total		8,375.88		
FYTD for AMERICAN FORENSIC NURSES		13,325.08		
AMERICAN TOWERS				
			Remit to: CHARLOTTE	NC
10/10/2011	209788	2,676.42	ATC TOWER LEASE	2,676.42
Vendor Total		2,676.42		
FYTD for AMERICAN TOWERS		10,396.86		
AMERICAN TRANSLATING SERVICES, INC.				
			Remit to: SANTA CLARITA	CA
10/10/2011	209789	285.00	LEGAL SVCS-INTERPRETING	285.00
Vendor Total		285.00		
FYTD for AMERICAN TRANSLATING SERVICES, INC.		285.00		



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AMTECH ELEVATOR SERVICES				
			Remit to: ANAHEIM	CA
10/10/2011	209790	285.00	ELEVATOR SVC-CITY HALL	285.00
10/24/2011	209954	1,587.82	ELEVATOR SVC-EOC	94.82
			ELEVATOR TEST-EOC	1,493.00
10/31/2011	210029	121.92	ELEVATOR SVC-CITY HALL	121.92
Vendor Total		1,994.74		
FYTD for AMTECH ELEVATOR SERVICES		2,712.88		
ANIMAL PEST MANAGEMENT SERVICES, INC.				
			Remit to: CHINO	CA
10/24/2011	209955	1,615.50	PEST CONTROL-CITY PARKS	600.00
			PEST CONTROL-CONTRACT PARKS	229.50
			PEST CONTROL-GOLF CNTR	162.00
			PEST CONTROL-CFD #1	144.00
			PEST CONTROL-MARCH FIELD CNTR	90.00
			PEST CONTROL-MARCH BALLFIELD	300.00
			PEST CONTROL-FORMER STARS	90.00
Vendor Total		1,615.50		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		7,109.00		
ARCHIVE MANAGEMENT SERVICE				
			Remit to: RIVERSIDE	CA
10/17/2011	883770	1,156.91	OFF-SITE RECORDS STORAGE	1,156.91
Vendor Total		1,156.91		
FYTD for ARCHIVE MANAGEMENT SERVICE		5,232.54		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ARROWHEAD WATER				
			Remit to: COLTON	CA
10/3/2011	209667	74.77		
			WATER PURIF RNTL-EOC	25.00
			WATER PURIF RNTL-EOC	24.77
			WATER PURIF RNTL-EOC	25.00
10/10/2011	209791	387.41		
			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 65	24.77
			WATER PURIF RNTL-STN 91	24.77
			WATER PURIF RNTL-LIBRARY	24.77
			WATER PURIF RNTL-CITY YARD	24.77
			WATER PURIF RNTL-CITY YARD	24.77
			WATER PURIF RNTL-CITY HALL	123.86
			WATER PURIF RNTL-EOC	24.77
			WATER PURIF RNTL-ASES	25.00
10/24/2011	209956	173.40		
			WATER PURIF RNTL-SDA	24.77
			WATER PURIF RNTL-CRC	24.77
			WATER PURIF RNTL-TECH SVCS	24.77
			WATER PURIF RNTL-SENIOR CNTR	24.77
			WATER PURIF RNTL-ANIMAL SVCS	49.55
			WATER PURIF RNTL-FACILITIES	24.77
10/31/2011	210030	362.41		
			WATER PURIF RNTL-EOC	24.77
			WATER PURIF RNTL-STN 2	24.77
			WATER PURIF RNTL-STN 6	24.77
			WATER PURIF RNTL-STN 58	15.62
			WATER PURIF RNTL-STN 65	24.77
			WATER PURIF RNTL-STN 91	24.77
			WATER PURIF RNTL-LIBRARY	24.77
			WATER PURIF RNTL-CITY YARD	24.77
			WATER PURIF RNTL-CITY YARD	24.77
			WATER PURIF RNTL-CITY HALL	123.86
			WATER PURIF RNTL-STN 48	24.77

Vendor Total 997.99

FYTD for ARROWHEAD WATER	2,565.61
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AT&T MOBILITY

			Remit to: CAROL STREAM	IL
10/24/2011	209957	90.92		
			CELLULAR SVC-MOBILE COMMAND	90.92

Vendor Total 90.92

FYTD for AT&T MOBILITY	363.80
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ATKINS NORTH AMERICA, INC				
			<u>Remit to:</u> SAN BERNARDINO CA	
10/24/2011	209958	4,185.50	GREENHOUSE GAS ANALYSIS SVCS	4,185.50
Vendor Total		4,185.50		
FYTD for ATKINS NORTH AMERICA, INC		13,734.50		
AUBREY, DOMINQUE				
			<u>Remit to:</u> MORENO VALLEY CA	
10/31/2011	210031	62.00	REFUND-BASKETBALL CLASS	62.00
Vendor Total		62.00		
FYTD for AUBREY, DOMINQUE		62.00		
AV GRAPHICS, INC.				
			<u>Remit to:</u> LOS ANGELES CA	
10/10/2011	209792	2,671.00	ADMIN CITATIONS/ENVELOPES	2,400.00
			CALIF SALES TAX	186.00
			SHIPPING	85.00
10/17/2011	209888	185.94	PRINT-DONATION RECEIPTS-POLICE	154.00
			SHIPPING	20.00
			CALIF SALES TAX	11.94
Vendor Total		2,856.94		
FYTD for AV GRAPHICS, INC.		2,856.94		
AWE				
			<u>Remit to:</u> CHESTER PA	
10/31/2011	210032	730.63	ANNUAL LICENSE RENEWAL-LIBRARY	730.63
Vendor Total		730.63		
FYTD for AWE		730.63		
BACHER, GRACE				
			<u>Remit to:</u> HEMET CA	
10/3/2011	209668	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for BACHER, GRACE		1,274.92		
BAHAI FAITH				
			<u>Remit to:</u> RIVERSIDE CA	
10/17/2011	209889	401.00	REFUND-RENTAL DEP-CRC	401.00
Vendor Total		401.00		
FYTD for BAHAI FAITH		401.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BANK OF AMERICA				
			Remit to: CONCORD	CA
10/24/2011	209959	0.00		
			REFUND-CITATION OVERPAYMENT	52.50
			VOIDED CHECK #209959 -10/31/11	-52.50
	Vendor Total	0.00		
FYTD for BANK OF AMERICA		0.00		
BARBARA DEMERY GILLAM				
			Remit to: LOS ANGELES	CA
10/10/2011	209793	805.00		
			LEGAL SVCS-COURT REPORTING	805.00
	Vendor Total	805.00		
FYTD for BARBARA DEMERY GILLAM		805.00		
BARNES, DARLENE				
			Remit to: CHERRY VALLEY	CA
10/3/2011	883637	119.73		
			RETIREE MED SEP '11, PD OCT '1	119.73
	Vendor Total	119.73		
FYTD for BARNES, DARLENE		478.92		
BAUTISTA, JOSEPH C.				
			Remit to: FONTANA	CA
10/3/2011	883638	318.73		
			RETIREE MED OCT '11	318.73
	Vendor Total	318.73		
FYTD for BAUTISTA, JOSEPH C.		1,245.76		
BAXA, ESTRELITA				
			Remit to: MORENO VALLEY	CA
10/31/2011	210033	62.00		
			REFUND-BASKETBALL CLASS	62.00
	Vendor Total	62.00		
FYTD for BAXA, ESTRELITA		62.00		
BAYANI, CHRISTOPHER				
			Remit to: MORENO VALLEY	CA
10/17/2011	209890	165.00		
			PER DIEM-HIGHWAY SFTY AWARDS	165.00
	Vendor Total	165.00		
FYTD for BAYANI, CHRISTOPHER		165.00		



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BEMUS LANDSCAPE, INC.				
			<u>Remit to:</u> SAN CLEMENTE	CA
10/10/2011	883732	3,393.09		
			LANDSCAPE MAINT-ZONE E-3	27.31
			LANDSCAPE MAINT-ZONE E-3	10.07
			LANDSCAPE MAINT-ZONE E-3	3,312.00
			LANDSCAPE MAINT-ZONE E-3	43.71
10/17/2011	883771	17,047.63		
			LANDSCAPE MAINT-VETERAN'S MMRL	225.00
			LANDSCAPE MAINT-FIRE STNS	2,835.00
			LANDSCAPE MAINT-CITY HALL	893.30
			LANDSCAPE MAINT-FORMER STARS	260.00
			LANDSCAPE MAINT-MVU SUBSTN	567.00
			LANDSCAPE MAINT-MVU	432.00
			LANDSCAPE MAINT-LIBRARY	468.00
			LANDSCAPE MAINT-CRC	1,710.00
			LANDSCAPE MAINT-PSB	1,077.83
			LANDSCAPE MAINT-ANIMAL SHELTER	468.00
			LANDSCAPE MAINT-CITY YARD	225.00
			LANDSCAPE MAINT-ANNEX	270.00
			LANDSCAPE MAINT-CASPIAN	120.00
			LANDSCAPE MAINT-TOWNGATE CNTR	180.00
			LANDSCAPE MAINT-TOWNGATE AQDCT	635.00
			LANDSCAPE MAINT-PATRIOT PARK	360.00
			LANDSCAPE MAINT-BAY/JFK AQDCT	1,710.00
			LANDSCAPE MAINT-BIKE AQDCT	360.00
			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
10/24/2011	883798	11,625.00		
			LANDSCAPE MAINT-ZONE E-3	10,625.00
			LANDSCAPE MAINT-ZONE E-3A	1,000.00
10/31/2011	883830	2,825.66		
			LANDSCAPE MAINT-ZONE E-3	2,208.00
			LANDSCAPE MAINT-ZONE E-3	8.94
			LANDSCAPE MAINT-ZONE E-3	73.37
			LANDSCAPE MAINT-ZONE E-3	6.76
			LANDSCAPE MAINT-ZONE E-3	51.89
			LANDSCAPE MAINT-ZONE E-3	118.58
			LANDSCAPE MAINT-ZONE E-3	10.25
			LANDSCAPE MAINT-ZONE E-3	69.80
			LANDSCAPE MAINT-ZONE E-3	50.65
			LANDSCAPE MAINT-ZONE E-3	71.72
			LANDSCAPE MAINT-ZONE E-3	23.02
			LANDSCAPE MAINT-ZONE E-3	59.63
			IRRIGATION PARTS/SUPPLY-ZN E-4	73.05

Vendor Total **34,891.38**

FYTD for BEMUS LANDSCAPE, INC.	134,174.20
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BENESYST				
			<u>Remit to:</u> MINNEAPOLIS MN	
10/10/2011	883733	255.20	COBRA ADMIN SVC-HR	255.20
10/31/2011	883831	205.00	COBRA ADMIN SVC-HR	205.00
Vendor Total		460.20		
FYTD for BENESYST		665.20		
BENESYST, INC.				
			<u>Remit to:</u> MINNEAPOLIS MN	
10/10/2011	883734	191.38	FLEX ADMIN SVC-HR	191.38
10/31/2011	883832	374.68	FLEX ADMIN SVC-HR	374.68
Vendor Total		566.06		
FYTD for BENESYST, INC.		1,790.59		
BERGERON, NICOL				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209794	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for BERGERON, NICOL		20.00		
BERRIOS, NELSON				
			<u>Remit to:</u>	
10/31/2011	210034	525.00	EMERG VEH OPER TRNG/OCT15-16	525.00
Vendor Total		525.00		
FYTD for BERRIOS, NELSON		525.00		
BEST ONE MANAGEMENT				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209795	200.00	REFUND-FALSE ALARM OVERPAYMENT	200.00
Vendor Total		200.00		
FYTD for BEST ONE MANAGEMENT		200.00		
BIFFLE, STEPHEN				
			<u>Remit to:</u> RIVERSIDE CA	
10/3/2011	209669	56.00	REFUND-ADOPTION FEE	30.00
			REFUND-ADOPTION FEE	10.00
			REFUND-ADOPTION FEE	16.00
Vendor Total		56.00		
FYTD for BIFFLE, STEPHEN		56.00		



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BIO-TOX LABORATORIES				
			<u>Remit to:</u> RIVERSIDE	CA
10/10/2011	209796	22,091.03		
			TOXICOLOGY TESTING-POLICE	34.23
			TOXICOLOGY TESTING-POLICE	723.40
			TOXICOLOGY TESTING-POLICE	2,478.22
			TOXICOLOGY TESTING-POLICE	8,422.50
			TOXICOLOGY TESTING-POLICE	151.99
			TOXICOLOGY TESTING-POLICE	1,813.59
			TOXICOLOGY TESTING-POLICE	8,467.10
Vendor Total		22,091.03		
FYTD for BIO-TOX LABORATORIES		38,579.49		
BLAIR, CHERYL				
			<u>Remit to:</u> RIVERSIDE	CA
10/10/2011	209797	222.00		
			INSTRUCTOR SVCS-BELLY DANCING	222.00
Vendor Total		222.00		
FYTD for BLAIR, CHERYL		222.00		
BOSCO LEGAL SERVICE, INC.				
			<u>Remit to:</u> RIVERSIDE	CA
10/10/2011	209798	773.31		
			CASE#2010-25 (JAUREGUI)	94.39
			CASE#2010-25 (JAUREGUI)	65.10
			CASE#2010-25 (JAUREGUI)	87.13
			CASE#2010-25 (JAUREGUI)	77.52
			CASE#2010-25 (JAUREGUI)	83.94
			CASE#2010-25 (JAUREGUI)	72.67
			CASE#2010-25 (JAUREGUI)	83.94
			CASE#2010-25 (JAUREGUI)	79.96
			CASE#2010-25 (JAUREGUI)	64.72
			CASE#2010-25 (JAUREGUI)	63.94
Vendor Total		773.31		
FYTD for BOSCO LEGAL SERVICE, INC.		773.31		
BOY SCOUTS OF AMERICA				
			<u>Remit to:</u> MORENO VALLEY	CA
10/10/2011	209799	500.00		
			REFUND-RENTAL DEP-CRC	500.00
Vendor Total		500.00		
FYTD for BOY SCOUTS OF AMERICA		1,100.00		
BRAUN BLAISING MCLAUGHLIN				
			<u>Remit to:</u> SACRAMENTO	CA
10/10/2011	209800	3,588.61		
			LEGAL SVCS	3,588.61
Vendor Total		3,588.61		
FYTD for BRAUN BLAISING MCLAUGHLIN		4,937.05		



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BREWINGTON, JOHN				
10/10/2011	209801	50.00	Remit to: MORENO VALLEY CA	
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for BREWINGTON, JOHN		50.00		



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BRODART CO.				
10/3/2011	883639	158.47	Remit to: WILLIAMSPORT	PA
			MISC. BOOKS-LIBRARY	51.64
			MISC. BOOKS-LIBRARY	22.99
			MISC. BOOKS-LIBRARY	18.19
			MISC. BOOKS-LIBRARY	22.38
			MISC. BOOKS-LIBRARY	43.27
10/10/2011	883735	1,459.11		
			MISC BOOKS-LIBRARY	69.30
			MISC BOOKS-LIBRARY	219.89
			MISC BOOKS-LIBRARY	103.39
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	79.38
			MISC BOOKS-LIBRARY	44.00
			MISC BOOKS-LIBRARY	42.53
			MISC BOOKS-LIBRARY	29.15
			MISC BOOKS-LIBRARY	140.23
			MISC BOOKS-LIBRARY	21.80
			MISC BOOKS-LIBRARY	43.67
			MISC BOOKS-LIBRARY	22.40
			MISC BOOKS-LIBRARY	23.00
			MISC BOOKS-LIBRARY	16.40
			MISC BOOKS-LIBRARY	22.97
			MISC BOOKS-LIBRARY	389.58
			MISC BOOKS-LIBRARY	170.22
10/17/2011	883772	138.88		
			MISC BOOKS-LIBRARY	24.57
			MISC BOOKS-LIBRARY	22.70
			MISC BOOKS-LIBRARY	21.81
			MISC BOOKS-LIBRARY	48.60
			MISC BOOKS-LIBRARY	21.20
10/24/2011	883799	41.56		
			MISC BOOKS-LIBRARY	41.56
10/31/2011	883833	875.79		
			MISC BOOKS-LIBRARY	22.40
			MISC BOOKS-LIBRARY	115.12
			MISC BOOKS-LIBRARY	42.20
			MISC BOOKS-LIBRARY	209.46
			MISC BOOKS-LIBRARY	42.79
			MISC BOOKS-LIBRARY	82.50
			MISC BOOKS-LIBRARY	60.79
			MISC BOOKS-LIBRARY	23.00
			MISC BOOKS-LIBRARY	20.61
			MISC BOOKS-LIBRARY	40.41
			MISC BOOKS-LIBRARY	21.80
			MISC BOOKS-LIBRARY	17.44
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	21.18
			MISC BOOKS-LIBRARY	22.99
			MISC BOOKS-LIBRARY	111.90



City of Moreno Valley

Check Register

For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
Vendor Total		2,673.81		
FYTD for BRODART CO.		12,963.00		
BUCKINGHAM, STAN				
			<u>Remit to:</u> TEMECULA	CA
10/3/2011	209670	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for BUCKINGHAM, STAN		1,274.92		
BURGOON, MARIA				
			<u>Remit to:</u> MORENO VALLEY	CA
10/31/2011	210035	60.00	REFUND-SALSA CLASS	60.00
Vendor Total		60.00		
FYTD for BURGOON, MARIA		60.00		
BURKE, WILLIAMS & SORENSEN, LLP.				
			<u>Remit to:</u> LOS ANGELES	CA
10/31/2011	883834	11,614.24	LEGAL SVCS	8,581.74
			LEGAL SVCS	342.00
			LEGAL SVCS	2,690.50
Vendor Total		11,614.24		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.		96,796.42		
CAIN, GREGORY				
			<u>Remit to:</u> TAMPA	FL
10/3/2011	883640	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for CAIN, GREGORY		1,274.92		
CALBO-CALIFORNIA BUILDING OFFICIALS				
			<u>Remit to:</u> SACRAMENTO	CA
10/31/2011	210036	1,740.00	EDUC WK REGISTR FEES FOR STAFF	1,740.00
Vendor Total		1,740.00		
FYTD for CALBO-CALIFORNIA BUILDING OFFICIALS		1,740.00		
CALIFORNIA BUILDING STANDARDS COMMISSION				
			<u>Remit to:</u> SACRAMENTO	CA
10/12/2011	209882	1,002.60	SB 1473 FEES COLLECTD 7/1-9/30	1,002.60
Vendor Total		1,002.60		
FYTD for CALIFORNIA BUILDING STANDARDS COMMISSION		1,378.80		



City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CALIFORNIA MUNICIPAL UTILITIES ASSOC.				
10/31/2011	210037	5,841.82	MEMBERSHIP DUES-EUA	5,841.82
			<u>Remit to:</u> SACRAMENTO	CA
Vendor Total		5,841.82		
FYTD for CALIFORNIA MUNICIPAL UTILITIES ASSOC.		5,841.82		
CALIFORNIA REDEVELOPMENT ASSOCIATION				
10/10/2011	209802	2,500.00	LEGAL DEFENSE SVCS	2,500.00
			<u>Remit to:</u> SACRAMENTO	CA
Vendor Total		2,500.00		
FYTD for CALIFORNIA REDEVELOPMENT ASSOCIATION		12,720.00		
CALIFORNIA WATERSHED ENGINEERING CORP.				
10/31/2011	883835	10,761.00	PLAN CHECK SVCS-WQMP	10,761.00
			<u>Remit to:</u> ANAHEIM	CA
Vendor Total		10,761.00		
FYTD for CALIFORNIA WATERSHED ENGINEERING CORP.		25,133.25		
CALMAX CONSTRUCTORS, INC				
10/24/2011	209960	4,483.80	REMODO/CONSTR.-12108 CAMBRIDGE	4,483.80
			<u>Remit to:</u> PERRIS	CA
Vendor Total		4,483.80		
FYTD for CALMAX CONSTRUCTORS, INC		8,437.05		
CAMACHO, MARIA				
10/10/2011	209803	200.00	REFUND-RENTAL DEP-TWNGTE	200.00
			<u>Remit to:</u> MORENO VALLEY	CA
Vendor Total		200.00		
FYTD for CAMACHO, MARIA		200.00		
CAMP, LEE				
10/3/2011	209671	49.00	REFUND-ADMIN CITATION DISMISS	49.00
			<u>Remit to:</u> AGUANGA	CA
Vendor Total		49.00		
FYTD for CAMP, LEE		49.00		
CANNON, ANA M.				
10/3/2011	883641	318.73	RETIREE MED OCT '11	318.73
			<u>Remit to:</u> HASLET	TX
Vendor Total		318.73		
FYTD for CANNON, ANA M.		1,274.92		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CANON BUSINESS SOLUTIONS, INC.				
			<u>Remit to:</u> BURLINGTON NJ	
10/3/2011	883642	6,543.66	COPIER SVC	6,543.66
Vendor Total		6,543.66		
FYTD for CANON BUSINESS SOLUTIONS, INC.		13,731.47		
CARRANZA, JUAN				
			<u>Remit to:</u> MORENO VALLEY CA	
10/31/2011	210038	98.60	REFUND-PERMITS CANCELLED	97.60
			REFUND-PERMITS CANCELLED	0.10
			REFUND-PERMITS CANCELLED	0.90
Vendor Total		98.60		
FYTD for CARRANZA, JUAN		98.60		
CARTER, MALAKHAI				
			<u>Remit to:</u> MORENO VALLEY CA	
10/24/2011	209961	60.00	REFUND-BASKETBALL CLASS	60.00
Vendor Total		60.00		
FYTD for CARTER, MALAKHAI		60.00		
CARTER, ROSALYN				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883643	318.73	RETIREE MED SEP '11, PD OCT '1	318.73
Vendor Total		318.73		
FYTD for CARTER, ROSALYN		1,274.92		
CASCADE SUBSCRIPTION SERVICE, INC				
			<u>Remit to:</u> SEATTLE WA	
10/17/2011	209891	76.00	FIRE ENGINEERING MAG SUBSCRIP.	76.00
Vendor Total		76.00		
FYTD for CASCADE SUBSCRIPTION SERVICE, INC		76.00		
CASTELLON, NANCY				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209672	100.00	REFUND-DONATION OVERPYMNT	100.00
Vendor Total		100.00		
FYTD for CASTELLON, NANCY		100.00		
CASTILLO, CARLOS				
			<u>Remit to:</u> MORENO VALLEY CA	
10/31/2011	210039	22.00	REFUND-CARDIO KICKBOX CLASS	22.00
Vendor Total		22.00		
FYTD for CASTILLO, CARLOS		22.00		



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	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CEMEX					
				<u>Remit to:</u> ONTARIO	CA
	10/3/2011	209673	1,043.28		
				PORTLAND CEMENT-MAIN/OP'S	340.88
				PORTLAND CEMENT-MAIN/OP'S	340.88
				PORTLAND CEMENT-MAIN/OP'S	361.52
	10/24/2011	209962	1,952.00		
				PORTLAND CEMENT-MAIN/OP'S	340.88
				PORTLAND CEMENT-MAIN/OP'S	402.78
				PORTLAND CEMENT-MAIN/OP'S	444.04
				PORTLAND CEMENT-MAIN/OP'S	402.78
				PORTLAND CEMENT-MAIN/OP'S	361.52
	Vendor Total		2,995.28		
FYTD for CEMEX			4,628.12		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS					
				<u>Remit to:</u> RIVERSIDE	CA
	10/10/2011	209877	180.00		
				PRE-EMPLOYMENT PHYSICALS	55.00
				PRE-EMPLOYMENT PHYSICALS	45.00
				PRE-EMPLOYMENT PHYSICALS	25.00
				PRE-EMPLOYMENT PHYSICALS	55.00
	Vendor Total		180.00		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS			949.00		
CHANCY, CHIZURU					
				<u>Remit to:</u> MORENO VALLEY	CA
	10/17/2011	209892	222.00		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	60.00
				INSTRUCTOR SVCS-HAWAIIAN DANCE	45.00
				INSTRUCTOR SVCS-HAWAIIAN DANCE	23.40
				INSTRUCTOR SVCS-HAWAIIAN DANCE	93.60
	Vendor Total		222.00		
FYTD for CHANCY, CHIZURU			813.00		
CHANDLER ASSET MANAGEMENT, INC					
				<u>Remit to:</u> SAN DIEGO	CA
	10/24/2011	883800	9,026.00		
				FIXED INCOME INVESTMENT MGMT	9,026.00
	Vendor Total		9,026.00		
FYTD for CHANDLER ASSET MANAGEMENT, INC			35,952.00		
CHAPMAN, STEVE					
				<u>Remit to:</u> REDLANDS	CA
	10/3/2011	209674	318.73		
				RETIREE MED OCT '11	318.73
	Vendor Total		318.73		
FYTD for CHAPMAN, STEVE			1,274.92		



City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHAPPELL, ISAAC				
10/3/2011	883644	318.73	Remit to: MORENO VALLEY CA RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for CHAPPELL, ISAAC		1,274.92		
CHAU PROPERTY				
10/31/2011	210040	57.00	Remit to: GARDEN GROVE CA REFUND-BUS LICENSE OVRPYMNT	57.00
Vendor Total		57.00		
FYTD for CHAU PROPERTY		57.00		
CHRISTIAN, OWEN				
10/3/2011	883645	229.88	Remit to: MORENO VALLEY CA RETIREE MED OCT '11	229.88
Vendor Total		229.88		
FYTD for CHRISTIAN, OWEN		919.52		



City of Moreno Valley

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For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION				
			Remit to: ONTARIO	CA
10/3/2011	883646	587.34		
			UNIFORM RNTL SVC-VEHICLE MAINT	39.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-ST MAINT	87.60
			UNIFORM RNTL SVC-DRAIN MAINT	5.42
			UNIFORM RNTL SVC-ST SWEEPING	8.88
			UNIFORM RNTL SVC-VEHICLE MAINT	39.48
			UNIFORM RNTL SVC-VEHICLE MAINT	39.48
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	31.26
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.06
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-ST MAINT	108.00
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-ST MAINT	77.46
			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
10/10/2011	883737	162.26		
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	52.53
			UNIFORM RNTL SVC-PARK MAINT	52.53
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-CFD #1	13.36
			UNIFORM RNTL SVC-FACILITIES	12.65
			UNIFORM RNTL SVC-FACILITIES	12.25
10/17/2011	883773	104.96		
			UNIFORM RNTL SVC-SIGN/STRIPING	18.44
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
10/24/2011	883801	1,030.60		
			UNIFORM RNTL SVC-PARK MAINT	59.28
			UNIFORM RNTL SVC-PARK MAINT	59.28
			UNIFORM RNTL SVC-FACILITIES	12.43
			UNIFORM RNTL SVC-FACILITIES	12.43
			UNIFORM RNTL SVC-VEHICLE MAINT	46.23
			UNIFORM RNTL SVC-VEHICLE MAINT	46.23
			UNIFORM RNTL SVC-TREE MAINT	15.06
			UNIFORM RNTL SVC-TREE MAINT	42.06
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.56



City of Moreno Valley

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For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-GRAFFITI RMVL	15.56
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-CONCRTE MAINT	15.46
			UNIFORM RNTL SVC-ST MAINT	92.77
			UNIFORM RNTL SVC-ST MAINT	92.77
			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	18.44
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-VEHICLE MAINT	39.48
			UNIFORM RNTL SVC-VEHICLE MAINT	39.48
			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	145.42
			UNIFORM RNTL SVC-ST MAINT	86.02
			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

10/31/2011 883836 113.03

UNIFORM RNTL SVC-PARK MAINT	2.79
UNIFORM RNTL SVC-PARK MAINT	2.79
UNIFORM RNTL SVC-PARK MAINT	2.79
UNIFORM RNTL SVC-PARK MAINT	52.53
UNIFORM RNTL SVC-FACILITIES	12.05
UNIFORM RNTL SVC-CFD #1	13.36
UNIFORM RNTL SVC-CFD #1	13.36
UNIFORM RNTL SVC-CFD #1	13.36

Vendor Total 1,998.19

FYTD for CINTAS CORPORATION 4,896.20

CITY OF MORENO VALLEY VEBA TRUST

Remit to: **MORENO VALLEY CA**

10/10/2011 883738 3,875.00

EXEMPT VEBA	3,875.00
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Vendor Total 3,875.00

FYTD for CITY OF MORENO VALLEY VEBA TRUST 16,575.00

CITY OF RIVERSIDE

Remit to: **RIVERSIDE CA**

10/3/2011 209675 8,282.12

SHARED TRAFFIC SGNL COSTS	8,282.12
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Vendor Total 8,282.12

FYTD for CITY OF RIVERSIDE 8,282.12



City of Moreno Valley

Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COAST TO COAST LASER				
			Remit to: MURRIETA	CA
10/10/2011	209804	58.87	PLAQUE-POLICE	58.87
Vendor Total		58.87		
FYTD for COAST TO COAST LASER		1,726.11		
COCO, JAYDEN/ANTHONY				
			Remit to: PERRIS	CA
10/3/2011	209676	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for COCO, JAYDEN/ANTHONY		20.00		
COLGAN CONSULTING CORPORATION				
			Remit to: SACRAMENTO	CA
10/3/2011	209677	12,217.50	CONSULTANT SVCS-DIF STUDY	4,927.50
			CONSULTANT SVCS-DIF STUDY	7,290.00
10/24/2011	209963	4,693.89	CONSULTANT SVCS-DIF STUDY	4,693.89
Vendor Total		16,911.39		
FYTD for COLGAN CONSULTING CORPORATION		22,581.39		
COLLINS, COLLINS, MUIR & STEWART, LLP				
			Remit to: SOUTH PASADENA	CA
10/17/2011	209893	757.80	LEGAL SVCS	757.80
Vendor Total		757.80		
FYTD for COLLINS, COLLINS, MUIR & STEWART, LLP		757.80		
COLONIAL SUPPLEMENTAL INSURANCE				
			Remit to: COLUMBIA	SC
10/3/2011	209678	6,436.47	SUPPLEMENTAL INSURANCE	6,436.47
10/31/2011	210041	6,436.47	SUPPLEMENTAL INSURANCE	6,436.47
Vendor Total		12,872.94		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE		32,653.36		
COMMUNITY HEALTH CHARITIES				
			Remit to: ANAHEIM	CA
10/10/2011	209805	176.31	CHC CONTRIBUTIONS	176.31
10/24/2011	209964	176.31	CHC CONTRIBUTIONS	176.31
Vendor Total		352.62		
FYTD for COMMUNITY HEALTH CHARITIES		1,591.79		



City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COMPETITIVE STRIDE				
			Remit to: RIVERSIDE	CA
10/10/2011	209806	398.68	YOUTH/ADULT AWARDS	398.68
10/24/2011	209965	377.13	YOUTH/ADULT AWARDS	377.13
Vendor Total		775.81		
FYTD for COMPETITIVE STRIDE		1,286.33		
COMPU COM				
			Remit to: RANCHO CORDOVA	CA
10/10/2011	209807	862.60	ADOBE ACROBAT PRO LICENSES	862.60
Vendor Total		862.60		
FYTD for COMPU COM		862.60		
CONTINUING EDUCATION OF THE BAR				
			Remit to: OAKLAND	CA
10/10/2011	209808	288.34	LEGAL PUBLICATION UPDATE	122.62
			LEGAL PUBLICATION UPDATE	165.72
Vendor Total		288.34		
FYTD for CONTINUING EDUCATION OF THE BAR		618.93		
CONTRERAS, JOSE				
			Remit to: MORENO VALLEY	CA
10/3/2011	209679	105.00	SPORTS OFFICIATING SVCS	105.00
10/10/2011	209809	210.00	SPORTS OFFICIATING SVCS	105.00
			SPORTS OFFICIATING SVCS	105.00
10/31/2011	210042	105.00	SPORTS OFFICIATING SVCS	105.00
Vendor Total		420.00		
FYTD for CONTRERAS, JOSE		1,155.00		
COSEY JR., JAMES				
			Remit to: MORENO VALLEY	CA
10/10/2011	209810	0.00	INSTRUCTOR SVCS-KEMPO/YOUTH	165.00
			INSTRUCTOR SVCS-KEMPO/ADULT	27.00
			VOIDED CHECK #209810 -10/12/11	-165.00
			VOIDED CHECK #209810 -10/12/11	-27.00
10/12/2011	209883	192.00	INSTRUCTOR SVCS-KEMPO/YOUTH	330.00
			50% WITHHOLDING FOR CSS ORDER	-165.00
			INSTRUCTOR SVCS-KEMPO/ADULT	54.00
			50% WITHHOLDING FOR CSS ORDER	-27.00
Vendor Total		192.00		
FYTD for COSEY JR., JAMES		489.00		



City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COSTCO				
			Remit to: MORENO VALLEY	CA
10/3/2011	209680	418.09	MISC. SUPPLIES-SKATE PARK	418.09
10/24/2011	209966	1,784.02	MISC SUPPLIES-CHILDS PLACE	1,279.75
			MISC SUPPLIES-FUNDRAISING	251.75
			MISC SUPPLIES-RECREATION	200.00
			MISC SUPPLIES-RECREATION	52.52
10/31/2011	210043	123.86	MISC SUPPLIES-STARS	123.86
Vendor Total		2,325.97		
FYTD for COSTCO		8,132.59		
COUNSELING TEAM, THE				
			Remit to: SAN BERNARDINO	CA
10/10/2011	209811	1,250.00	EMPLOYEE COUNSELING SVC	1,250.00
10/31/2011	210044	1,250.00	EMPLOYEE COUNSELING SVC	1,250.00
Vendor Total		2,500.00		
FYTD for COUNSELING TEAM, THE		5,000.00		
COUNTY OF RIVERSIDE				
			Remit to: RIVERSIDE	CA
10/17/2011	209894	2,734.52	JANITORIAL SUPPLIES FOR PD	2,734.52
Vendor Total		2,734.52		
FYTD for COUNTY OF RIVERSIDE		8,101.13		
COUNTY OF RIVERSIDE - RMAP				
			Remit to: RIVERSIDE	CA
10/24/2011	209967	59.08	RECORDATION SVCS	59.08
Vendor Total		59.08		
FYTD for COUNTY OF RIVERSIDE - RMAP		187.18		
COVENTRY PET RESORT				
			Remit to: REDLANDS	CA
10/10/2011	883739	109.29	MISC SUPPLIES-POLICE K-9	109.29
Vendor Total		109.29		
FYTD for COVENTRY PET RESORT		328.89		
CRIME SCENE STERI-CLEAN, LLC				
			Remit to: RANCHO CUCAMONGA	CA
10/31/2011	210045	140.00	BIO-HAZARD CLEAN-UP-POLICE	140.00
Vendor Total		140.00		
FYTD for CRIME SCENE STERI-CLEAN, LLC		140.00		



City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CSMFO (CA SOCIETY OF MUNI FINANCE OFF)				
10/10/2011	209812	200.00	<u>Remit to:</u> SACRAMENTO CA BUDGET AWARD APPLICATION FEE	200.00
Vendor Total		200.00		
FYTD for CSMFO (CA SOCIETY OF MUNI FINANCE OFF)		200.00		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH				
10/10/2011	209813	208.00	<u>Remit to:</u> RIVERSIDE CA HEALTH PERMIT RNWL-VALLEY SKAT	208.00
Vendor Total		208.00		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		6,223.40		
CURRAN, JUDY				
10/17/2011	209895	30.00	<u>Remit to:</u> MORENO VALLEY CA REFUND-FALSE ALARM PAYMENT	30.00
Vendor Total		30.00		
FYTD for CURRAN, JUDY		30.00		
CUTHBERT, JOHN				
10/31/2011	210046	62.00	<u>Remit to:</u> MORENO VALLEY CA REFUND-SALSA CLASS	62.00
Vendor Total		62.00		
FYTD for CUTHBERT, JOHN		62.00		
D & D SERVICES DBA D & D DISPOSAL, INC.				
10/24/2011	209968	745.00	<u>Remit to:</u> VALENCIA CA DECEASED ANIMAL RMVL	745.00
Vendor Total		745.00		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		2,980.00		
DALE, KATHLEEN				
10/3/2011	883647	318.73	<u>Remit to:</u> MORENO VALLEY CA RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for DALE, KATHLEEN		1,274.92		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DATA TICKET, INC.				
			<u>Remit to:</u> NEWPORT BEACH CA	
10/3/2011	883648	13,446.42	HANDHELD TICKET WRITER	10,400.00
			CALIF SALES TAX	910.00
			SHIPPING CHARGE	41.65
			CITATION PROCESSING SVC-POLICE	1,632.60
			CITATION PROCESSING SVC-ANIMAL	357.17
			PARKING CODE APPLICATION	105.00
10/10/2011	883740	1,810.95	PARKING CITATION APPLICATION	105.00
			CITATION PROCESSING-POLICE	1,705.95
10/24/2011	883802	562.05	CITATION PROCESSING-BLDG	562.05
Vendor Total		15,819.42		
FYTD for DATA TICKET, INC.		90,142.42		
DATAQUICK CORPORATE HEADQUARTERS				
			<u>Remit to:</u> SAN DIEGO CA	
10/3/2011	209681	130.50	ONLINE SUBSCRIPTION-POLICE	130.50
10/31/2011	210047	130.50	SOFTWARE/ONLINE SUBSCRIPTION	130.50
Vendor Total		261.00		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		522.00		
DAVILA, MELODY				
			<u>Remit to:</u> MORENO VALLEY CA	
10/17/2011	209896	95.00	REFUND-RABIES & SN DEPOSIT	20.00
			REFUND-RABIES & SN DEPOSIT	75.00
Vendor Total		95.00		
FYTD for DAVILA, MELODY		95.00		
DAVIS, MALAIKA				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209814	19.00	REFUND-CHILD CARE FEES	14.00
			REFUND-CHILD CARE FEES	5.00
Vendor Total		19.00		
FYTD for DAVIS, MALAIKA		19.00		
DE LOS REYES, ERLINDA				
			<u>Remit to:</u> MORENO VALLEY CA	
10/24/2011	209969	380.00	REFUND-FIRE INSPECTION FEE	380.00
Vendor Total		380.00		
FYTD for DE LOS REYES, ERLINDA		380.00		



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DE SANTIS, THOMAS M				
			<u>Remit to:</u> TEMECULA CA	
10/24/2011	209970	10,200.00	CONSULTANT SVCS-REVIEW MVU	10,200.00
10/31/2011	210048	13,800.00	CONSULTANT SVCS-REVIEW CEDD	13,800.00
Vendor Total		24,000.00		
FYTD for DE SANTIS, THOMAS M		38,000.00		
DEBINAIRE COMPANY				
			<u>Remit to:</u> CORONA CA	
10/10/2011	209815	334.03	BOILER MAINT-PSB	334.03
10/24/2011	209971	107.00	BOILER MAINT-ANIMAL SVCS	107.00
Vendor Total		441.03		
FYTD for DEBINAIRE COMPANY		1,394.30		
DEL REY APPRAISAL SERVICES				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209816	750.00	APPRAISALS-NSP PROGRAM	375.00
			APPRAISALS-NSP PROGRAM	375.00
Vendor Total		750.00		
FYTD for DEL REY APPRAISAL SERVICES		750.00		
DELOS REYES, SUSAN				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209817	62.00	REFUND-PEE WEE BASKETBALL	62.00
Vendor Total		62.00		
FYTD for DELOS REYES, SUSAN		62.00		
DELTA DENTAL				
			<u>Remit to:</u> SAN FRANCISCO CA	
10/3/2011	209682	10,473.25	EMPLOYEE DENTAL INSURANCE	10,473.25
Vendor Total		10,473.25		
FYTD for DELTA DENTAL		42,372.04		
DELTACARE USA				
			<u>Remit to:</u> LOS ANGELES CA	
10/17/2011	209897	5,739.19	EMPLOYEE DENTAL INSURANCE	5,739.19
Vendor Total		5,739.19		
FYTD for DELTACARE USA		28,465.06		



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DENNIS GRUBB & ASSOCIATES, LLC				
			<u>Remit to:</u> MIRA LOMA	CA
10/31/2011	883837	8,875.00		
			PLAN REVIEW SVCS-FIRE PREVENTN	5,830.00
			PLAN REVIEW SVCS-FIRE PREVENT	3,045.00
	Vendor Total	8,875.00		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC		35,120.00		
DEPARTMENT OF CONSERVATION				
			<u>Remit to:</u> SACRAMENTO	CA
10/10/2011	209818	4,723.48		
			SMI FEES FOR 7/1/11-9/30/11	4,972.08
			SMI FEES FOR 7/1/11-9/30/11	-248.60
	Vendor Total	4,723.48		
FYTD for DEPARTMENT OF CONSERVATION		5,301.74		
DEPARTMENT OF STATE LANDS				
			<u>Remit to:</u> PORTLAND	OR
10/31/2011	210049	28.00		
			REPORT-UNCLAIMED CHECKS	28.00
	Vendor Total	28.00		
FYTD for DEPARTMENT OF STATE LANDS		28.00		
DESIGN WORKS				
			<u>Remit to:</u> SAN JACINTO	CA
10/3/2011	209683	150.00		
			YOUTH/ADULT SPORT UNIFORMS	150.00
10/31/2011	210050	412.98		
			YOUTH/ADULT SPORT UNIFORMS	72.65
			YOUTH/ADULT SPORT UNIFORMS	188.62
			YOUTH/ADULT SPORT UNIFORMS	151.71
	Vendor Total	562.98		
FYTD for DESIGN WORKS		5,543.29		
DEVRIES, MICHAEL				
			<u>Remit to:</u> RIVERSIDE	CA
10/3/2011	209684	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	20.00		
FYTD for DEVRIES, MICHAEL		20.00		
DHA CONSULTING				
			<u>Remit to:</u> LONG BEACH	CA
10/31/2011	210051	1,640.00		
			LEGISLATIVE IMPACTS-AB26/AB27	1,640.00
	Vendor Total	1,640.00		
FYTD for DHA CONSULTING		1,640.00		



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DI MAIO, ALESSANDRO				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209819	105.00	SPORTS OFFICIATING SVCS	105.00
10/31/2011	210052	105.00	SPORTS OFFICIATING SVCS	105.00
Vendor Total		210.00		
FYTD for DI MAIO, ALESSANDRO		315.00		
DMC DESIGN GROUP, INC				
			<u>Remit to:</u> CORONA CA	
10/10/2011	209820	9,057.00	STORM DRAIN/ST. IMPRV-TOWNSITE	9,057.00
10/17/2011	209898	5,886.50	CONSULTANT ADMIN SVCS-CAP PROJ	5,886.50
10/24/2011	209972	3,484.25	DAY ST IMPRVMENTS PROJ SVCS	3,484.25
Vendor Total		18,427.75		
FYTD for DMC DESIGN GROUP, INC		126,470.45		
DORY, ALLEEN F.				
			<u>Remit to:</u> HEMET CA	
10/3/2011	209686	229.88	RETIREE MED OCT '11	229.88
Vendor Total		229.88		
FYTD for DORY, ALLEEN F.		919.52		
DURAN, BLANCA				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209687	315.00	INSTRUCTOR SVCS-FOLK DANCE	315.00
Vendor Total		315.00		
FYTD for DURAN, BLANCA		966.00		
DURELL, BARBARA				
			<u>Remit to:</u> ANAHEIM CA	
10/3/2011	209688	95.00	REFUND-RABIES & SN DEPOSIT	20.00
			REFUND-RABIES & SN DEPOSIT	75.00
Vendor Total		95.00		
FYTD for DURELL, BARBARA		95.00		
DUVAL, ROBERTA				
			<u>Remit to:</u> SUN CITY CA	
10/31/2011	210053	875.00	INSTRUCTOR SVCS-CERT	875.00
Vendor Total		875.00		
FYTD for DUVAL, ROBERTA		1,750.00		



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E.R. BLOCK PLUMBING & HEATING, INC.			<u>Remit to:</u> RIVERSIDE	CA
10/3/2011	883649	2,922.57		
			BACKFLOW DEVICE TEST-CITY YARD	20.00
			NEW BACKFLOW DEVICE-ZONE M	591.70
			REPLACED/TESTED DEVICE	187.50
			NEW BACKFLOW DEVICE-ZONE E-16	644.60
			REPLACED/TESTED DEVICE	187.50
			PLUMBING REPAIRS-CITY YARD	321.85
			NEW BACKFLOW DEVICE-T19210	641.92
			REPLACED DEVICE	267.50
			BACKFLOW DEVICE TEST-CFD #1	60.00
10/10/2011	883741	1,195.94		
			REPLACE STOLEN BACKFLOW DEVICE	895.94
			INSTALL BACKFLOW DEVICE	300.00
10/17/2011	883774	11,990.59		
			BACKFLOW DEVICE TEST-ZONE M	20.00
			NEW BACKFLOW DEVICE-T30967	374.97
			REPLACE STOLEN BACKFLOW DEVICE	225.00
			NEW BACKFLOW DEVICE-T20272	554.91
			REPLACE STOLEN BACKFLOW DEVICE	187.50
			NEW BACKFLOW DEVICE-T22889	690.68
			REPLACE STOLEN BACKFLOW DEVICE	225.00
			NEW BACKFLOW DEVICE-T20660	554.91
			REPLACE STOLEN BACKFLOW DEVICE	187.50
			NEW BACKFLOW DEVICE-ZONE E-2	825.37
			REPLACE STOLEN BACKFLOW DEVICE	225.00
			NEW BACKFLOW DEVICE-ZONE E-2	791.96
			REPLACE STOLEN BACKFLOW DEVICE	225.00
			NEW BACKFLOW DEVICE-ZONE E-2	831.17
			REPLACE STOLEN BACKFLOW DEVICE	187.50
			NEW BACKFLOW DEVICE-ZONE E-16	791.96
			REPLACE STOLEN BACKFLOW DEVICE	225.00
			NEW BACKFLOW DEVICE-ZONE E-16	791.96
			REPLACE STOLEN BACKFLOW DEVICE	225.00
			NEW BACKFLOW DEVICE-ZONE E-1	690.68
			REPLACE STOLEN BACKFLOW DEVICE	225.00
			NEW BACKFLOW DEVICE-T20404	791.96
			REPLACE STOLEN BACKFLOW DEVICE	225.00
			NEW BACKFLOW DEVICE-T20404	690.68
			REPLACE STOLEN BACKFLOW DEVICE	225.00
			NEW BACKFLOW DEVICE-T20715	776.88
			REPLACE STOLEN BACKFLOW DEVICE	225.00
10/24/2011	883803	20.00		
			BACKFLOW DEVICE TEST-ZONE MA1	20.00
10/31/2011	883838	440.00		
			BACKFLOW DEVICE TEST-DSG2-N,-S	40.00
			BACKFLOW DEVICE TEST-ZONE MA7	20.00
			BACKFLOW DEVICE TEST-ZONE E-2	40.00
			BACKFLOW DEVICE TEST-ZONE E-14	20.00
			BACKFLOW TEST-D1,DSG2-N,-S	320.00



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Vendor Total		16,569.10		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.		27,621.84		
EASTERN MUNICIPAL WATER DISTRICT			Remit to: PERRIS	CA
10/3/2011	209689	3,200.00	PLAN CK DEPOSIT-RECYCL. WATER	3,200.00
10/10/2011	209821	23,087.03	WATER CHARGES	441.18
			WATER CHARGES	208.04
			WATER CHARGES	14,109.48
			WATER CHARGES	413.75
			WATER CHARGES	5,348.72
			WATER CHARGES	2,176.11
			WATER CHARGES	235.86
			WATER CHARGES	153.89
10/17/2011	209900	155.00	2-HR FIRE FLOW TEST FEE	155.00
10/31/2011	210054	20,331.93	WATER CHARGES	353.38
			WATER CHARGES	228.36
			WATER CHARGES	442.31
			WATER CHARGES	7,880.63
			WATER CHARGES	1,206.16
			WATER CHARGES	183.20
			WATER CHARGES	7,977.06
			WATER CHARGES	707.63
			WATER CHARGES	235.86
			WATER CHARGES	128.27
			WATER CHARGES	433.21
			WATER CHARGES	85.19
			WATER CHARGES	266.08
			WATER CHARGES	118.92
			WATER CHARGES	85.67
Vendor Total		46,773.96		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		731,335.44		
EBERT, MICHAEL			Remit to: RIVERSIDE	CA
10/17/2011	209901	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for EBERT, MICHAEL		20.00		
EDGELANE MOBILE PARK			Remit to: LOS ANGELES	CA
10/17/2011	883775	36.55	REFUND-UUT USER TAXES	36.55
Vendor Total		36.55		
FYTD for EDGELANE MOBILE PARK		152.94		



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EGGERSTEN, ANNE				
			<u>Remit to:</u> RANCHO MIRAGE CA	
10/3/2011	209692	325.66	RETIREE MED OCT '11	325.66
Vendor Total		325.66		
FYTD for EGGERSTEN, ANNE		1,302.64		
ELIZARRARAZ, IVONNE				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209822	300.00	REFUND-RENTAL DEP-SENIOR CTR	300.00
Vendor Total		300.00		
FYTD for ELIZARRARAZ, IVONNE		300.00		
EMERGENT BATTERY TECHNOLOGIES				
			<u>Remit to:</u> YORBA LINDA CA	
10/3/2011	209693	6,034.00	BATTERY BKUP SYSTEM-TRFFC SGNL	6,034.00
Vendor Total		6,034.00		
FYTD for EMERGENT BATTERY TECHNOLOGIES		6,034.00		
EMPLOYMENT DEVELOPMENT DEPARTMENT				
			<u>Remit to:</u>	
10/3/2011	2943	500.00	DEPOSIT TO STATE ACCT 10/3/11	500.00
Vendor Total		500.00		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		355,275.31		
ENCO UTILITY SERVICES MORENO VALLEY LLC				
			<u>Remit to:</u> ANAHEIM CA	
10/17/2011	883776	6,949.90	MVU-WORK AUTHORIZATION 40-249A	2,142.09
			MVU-WORK AUTHORIZATION 40-250A	2,900.72
			MVU-WORK AUTHORIZATION 40-251A	1,907.09
10/24/2011	883804	3,503.19	MVU-WORK AUTHORIZATION 40-249A	3,503.19
Vendor Total		10,453.09		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		999,353.56		
ENTERPRISE MEDIA				
			<u>Remit to:</u> RIVERSIDE CA	
10/10/2011	209823	39.60	LEGAL AD CORRECTION-ORD. 832	39.60
Vendor Total		39.60		
FYTD for ENTERPRISE MEDIA		39.60		



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ERGON ASPHALT & EMULSION, INC				
			<u>Remit to:</u> CHANDLER AZ	
10/3/2011	209695	727.99	ASPHALT/EMULSION-MAIN/OP'S	727.99
Vendor Total		727.99		
FYTD for ERGON ASPHALT & EMULSION, INC		727.99		
ESPARZA, MICHAEL D.				
			<u>Remit to:</u> MORENO VALLEY CA	
10/31/2011	210055	82.00	REFUND-CITATION OVRPYMNT	82.00
Vendor Total		82.00		
FYTD for ESPARZA, MICHAEL D.		82.00		
EVANS ENGRAVING & AWARDS				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883650	30.17	PLAQUE-COMMISSIONS	28.00
			CALIF SALES TAX	2.17
10/31/2011	883840	25.86	NAMEPLATES-SENIOR ADVISORY	24.00
			CALIF SALES TAX @ 7.75%	1.86
Vendor Total		56.03		
FYTD for EVANS ENGRAVING & AWARDS		572.91		
EWING IRRIGATION PRODUCTS, INC.				
			<u>Remit to:</u> PHOENIX AZ	
10/3/2011	209696	95.15	IRRIGATION PARTS/SUPPLY-PARKS	95.15
10/17/2011	209902	1,014.37	IRRIGATION PARTS/SUPPLY-PARKS	952.63
			IRRIGATION PARTS/SUPPLY-PARKS	61.74
10/31/2011	210056	175.69	IRRIGATION PARTS/SUPPLY-CFD #1	175.69
Vendor Total		1,285.21		
FYTD for EWING IRRIGATION PRODUCTS, INC.		5,904.52		
EXCEL LANDSCAPE, INC				
			<u>Remit to:</u> CORONA CA	
10/24/2011	209974	2,777.17	LANDSCAPE MAINT-ZONE E-7	2,777.17
Vendor Total		2,777.17		
FYTD for EXCEL LANDSCAPE, INC		30,225.68		
FEENSTRA, JOHN				
			<u>Remit to:</u> REDLANDS CA	
10/3/2011	883651	361.25	RETIREE MED OCT '11	361.25
Vendor Total		361.25		
FYTD for FEENSTRA, JOHN		1,445.00		



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FIAMENGO, IVICA				
			Remit to: MORENO VALLEY	CA
10/3/2011	209697	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for FIAMENGO, IVICA		20.00		
FIELDMAN, ROLAPP & ASSOC.				
			Remit to: IRVINE	CA
10/12/2011	111007	1,500.00		
			PROFESSIONAL SVCS-WIRE#111007	1,500.00
Vendor Total		1,500.00		
FYTD for FIELDMAN, ROLAPP & ASSOC.		1,500.00		
FIRST AMERICAN CORE LOGIC, INC.				
			Remit to: SANTA ANA	CA
10/10/2011	209824	586.00		
			ONLINE PROPERTY INFO-CEDD	97.00
			ONLINE PROPERTY INFO-CODE	319.00
			ONLINE PROPERTY INFO-NSP	170.00
10/31/2011	210057	790.00		
			ONLINE PROPERTY INFO-CEDD	121.00
			ONLINE PROPERTY INFO-CODE	499.00
			ONLINE PROPERTY INFO-NSP	170.00
Vendor Total		1,376.00		
FYTD for FIRST AMERICAN CORE LOGIC, INC.		3,038.00		
FIRST CHOICE SERVICES				
			Remit to: ONTARIO	CA
10/10/2011	883742	215.86		
			COFFEE SVC-EMPLOYEE PAID	54.38
			COFFEE SVC-EMPLOYEE PAID	78.44
			COFFEE SVC-EMPLOYEE PAID	83.04
10/31/2011	883841	801.13		
			COFFEE SVC-EMPLOYEE PAID	204.21
			COFFEE SVC-EMPLOYEE PAID	111.07
			COFFEE SVC-EMPLOYEE PAID	210.29
			COFFEE SVC-EMPLOYEE PAID	41.25
			COFFEE SVC-EMPLOYEE PAID	57.00
			COFFEE SVC-EMPLOYEE PAID	81.55
			COFFEE SVC-EMPLOYEE PAID	95.76
Vendor Total		1,016.99		
FYTD for FIRST CHOICE SERVICES		3,177.15		
FITNESS 19 CA 155 11C				
			Remit to: MORENO VALLEY	CA
10/24/2011	209975	214.00		
			GYM MEMBERSHIP DEDUCTIONS	214.00
Vendor Total		214.00		
FYTD for FITNESS 19 CA 155 11C		924.00		



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FORTUNE, CYNTHIA				
			<u>Remit to:</u> ROWLAND HEIGHTS CA	
10/10/2011	209825	231.00	PER DIEM-ERP PROJ TRNG	231.00
10/31/2011	210058	137.71	ERP PROJ TRNG 10/15-10/19/11	137.71
Vendor Total		368.71		
FYTD for FORTUNE, CYNTHIA		368.71		
FOSTER, NANCY A.				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883652	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for FOSTER, NANCY A.		1,274.92		
FRANCHISE TAX BOARD				
			<u>Remit to:</u> SACRAMENTO CA	
10/10/2011	209826	50.00	FEE FOR NON-PROFIT STATUS	50.00
10/10/2011	209827	34.16	GARNISHMENT	25.00
			GARNISHMENT	9.16
10/24/2011	209976	222.91	GARNISHMENT	222.91
Vendor Total		307.07		
FYTD for FRANCHISE TAX BOARD		3,886.56		
FRANKLIN, L. C.				
			<u>Remit to:</u> PERRIS CA	
10/17/2011	209904	194.81	MILEAGE REIMBURSEMENT	194.81
Vendor Total		194.81		
FYTD for FRANKLIN, L. C.		574.58		
FRAZEE INDUSTRIES, INC				
			<u>Remit to:</u> MORENO VALLEY CA	
10/24/2011	209977	0.00	PAINT/MISC SUPPLIES	1,817.62
			VOIDED CHECK #209977 -11/17/11	-1,817.62
Vendor Total		0.00		
FYTD for FRAZEE INDUSTRIES, INC		20,611.47		
FRENCH, ALISHA				
			<u>Remit to:</u> MORENO VALLEY CA	
10/31/2011	210059	64.00	REFUND-TENNIS CLASS	64.00
Vendor Total		64.00		
FYTD for FRENCH, ALISHA		64.00		



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FRESQUEZ, HANNAH				
			<u>Remit to:</u> MORENO VALLEY	CA
10/3/2011	209698	36.00		
			SPORTS OFFICIATING SVCS	36.00
Vendor Total		36.00		
FYTD for FRESQUEZ, HANNAH		36.00		
FRESQUEZ, JOHN				
			<u>Remit to:</u> MORENO VALLEY	CA
10/3/2011	209699	80.00		
			SPORTS OFFICIATING SVCS	80.00
Vendor Total		80.00		
FYTD for FRESQUEZ, JOHN		960.00		
FUENTES, GABRIELA				
			<u>Remit to:</u> MORENO VALLEY	CA
10/3/2011	209700	105.00		
			SPORTS OFFICIATING SVCS	105.00
10/10/2011	209828	105.00		
			SPORTS OFFICIATING SVCS	105.00
Vendor Total		210.00		
FYTD for FUENTES, GABRIELA		525.00		
GALLS INC., INLAND UNIFORM				
			<u>Remit to:</u> RIVERSIDE	CA
10/3/2011	209701	1,002.50		
			UNIFORMS-POLICE TRAFFIC	442.27
			UNIFORMS-POLICE TRAFFIC	560.23
Vendor Total		1,002.50		
FYTD for GALLS INC., INLAND UNIFORM		4,458.18		
GARCIA, JUANITA				
			<u>Remit to:</u> RIVERSIDE	CA
10/3/2011	209702	67.00		
			REFUND-DRUMS CLASS	65.00
			REFUND-DRUMS CLASS	2.00
Vendor Total		67.00		
FYTD for GARCIA, JUANITA		67.00		
GASTON, RICHARD				
			<u>Remit to:</u> MORENO VALLEY	CA
10/3/2011	883653	174.30		
			RETIREE MED OCT '11	174.30
Vendor Total		174.30		
FYTD for GASTON, RICHARD		697.20		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GENERAL SECURITY SERVICES, INC.			<u>Remit to:</u> WILMINGTON	CA
10/3/2011	883654	1,196.52	SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-ANNEX	276.12
10/10/2011	883743	1,871.48	SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CONF & REC CTR	92.04
			SECURITY SVCS-TOWNGATE CTR	76.70
			SECURITY SVCS-SENIOR CTR	153.40
			SECURITY SVCS-TOWNGATE CTR	76.70
10/17/2011	883777	0.00	SECURITY SVCS-CONF & REC CTR	368.16
			SECURITY SVCS-SENIOR CTR	245.44
			SECURITY SVCS-TOWNGATE CTR	107.38
			SECURITY SVCS-TOWNGATE CTR	92.04
			SECURITY SVCS-TOWNGATE CTR	107.38
			VOIDED CHECK #883777 -10/31/11	-368.16
			VOIDED CHECK #883777 -10/31/11	-245.44
			VOIDED CHECK #883777 -10/31/11	-107.38
			VOIDED CHECK #883777 -10/31/11	-92.04
			VOIDED CHECK #883777 -10/31/11	-107.38
10/24/2011	883805	0.00	SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CRC	230.10
			SECURITY SVCS-CRC	306.80
			VOIDED CHECK #883805 -10/31/11	-306.80
			VOIDED CHECK #883805 -10/31/11	-122.72
			VOIDED CHECK #883805 -10/31/11	-122.72
			VOIDED CHECK #883805 -10/31/11	-230.10
			VOIDED CHECK #883805 -10/31/11	-306.80
10/31/2011	883842	0.00	SECURITY SVCS-MVU ANNEX	268.45
			SECURITY SVCS-CITY HALL	230.10
			SECURITY SVCS-CITY HALL	302.97
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	368.16
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-9/16/11-CRC	76.70
			SECURITY SVCS-9/24/11-SR CNTR	191.76
			SECURITY SVCS-9/24/11-TOWNGATE	122.72
			SECURITY SVCS-10/1/11-CRC	84.37



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			VOIDED CHECK #883842 -10/31/11	-268.45
			VOIDED CHECK #883842 -10/31/11	-230.10
			VOIDED CHECK #883842 -10/31/11	-302.97
			VOIDED CHECK #883842 -10/31/11	-122.72
			VOIDED CHECK #883842 -10/31/11	-306.80
			VOIDED CHECK #883842 -10/31/11	-368.16
			VOIDED CHECK #883842 -10/31/11	-306.80
			VOIDED CHECK #883842 -10/31/11	-306.80
			VOIDED CHECK #883842 -10/31/11	-76.70
			VOIDED CHECK #883842 -10/31/11	-191.76
			VOIDED CHECK #883842 -10/31/11	-122.72
			VOIDED CHECK #883842 -10/31/11	-84.37
Vendor Total		3,068.00		
FYTD for GENERAL SECURITY SERVICES, INC.		15,501.10		
GENESIS CHRISTIAN FELLOWSHIP				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209829	75.00		
			REFUND-SECURITY DEP-CRC	75.00
Vendor Total		75.00		
FYTD for GENESIS CHRISTIAN FELLOWSHIP		75.00		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
			<u>Remit to:</u> LOS ANGELES CA	
10/10/2011	883744	14,297.40		
			LEGAL SVCS	3,210.02
			LEGAL SVCS	367.00
			LEGAL SVCS	614.00
			LEGAL SVCS	7,206.78
			LEGAL SVCS	291.80
			LEGAL SVCS	2,607.80
Vendor Total		14,297.40		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		85,819.50		
GOLDEN WEST WINDOW SERVICE				
			<u>Remit to:</u> ONTARIO CA	
10/31/2011	210060	1,200.00		
			POWER WASH WALKWAYS/WALLS	1,200.00
Vendor Total		1,200.00		
FYTD for GOLDEN WEST WINDOW SERVICE		1,200.00		
GONG ENTERPRISES, INC.				
			<u>Remit to:</u> HUNTINGTON BEACH CA	
10/24/2011	209978	14,160.00		
			PLAN CHECK SVCS-T22180,-2,-3	6,015.00
			PLAN CHECK SVCS-PM35859	3,240.00
			PLAN CHECK SVCS-PM35859	1,590.00
			PLAN CHECK SVCS-PA04-0004	3,315.00
Vendor Total		14,160.00		
FYTD for GONG ENTERPRISES, INC.		14,647.50		



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GONZALES, LORENZ R.				
			<u>Remit to:</u> WILDOMAR CA	
10/17/2011	209905	122.11		
			MILEAGE REIMBURSEMENT	11.66
			MILEAGE REIMBURSEMENT	59.94
			MILEAGE REIMBURSEMENT	50.51
	Vendor Total	122.11		
FYTD for GONZALES, LORENZ R.		261.34		
GOZDECKI, DAN				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	883745	648.00		
			INSTRUCTOR SVCS-KUNG FU	243.00
			INSTRUCTOR SVCS-KUNG FU	405.00
	Vendor Total	648.00		
FYTD for GOZDECKI, DAN		2,322.00		
GRANICUS, INC.				
			<u>Remit to:</u> SAN FRANCISCO CA	
10/17/2011	209906	709.68		
			VIDEO STREAMING SVCS-TECH SVCS	709.68
	Vendor Total	709.68		
FYTD for GRANICUS, INC.		1,709.68		
GRIFFIN, MARLENE C				
			<u>Remit to:</u> GREEN VALLEY AZ	
10/3/2011	883656	318.73		
			RETIREE MED OCT '11	318.73
	Vendor Total	318.73		
FYTD for GRIFFIN, MARLENE C		1,274.92		
GRIFFIN, VINCENT M				
			<u>Remit to:</u> SAN BERNARDINO CA	
10/31/2011	210061	11.25		
			REFUND-WITHHELD CHLD SUPPRT	11.25
	Vendor Total	11.25		
FYTD for GRIFFIN, VINCENT M		11.25		
GUILIANO, MARIA				
			<u>Remit to:</u> TEMECULA CA	
10/10/2011	209830	336.00		
			INSTRUCTOR SVCS-ZUMBA	124.80
			INSTRUCTOR SVCS-ZUMBA	211.20
	Vendor Total	336.00		
FYTD for GUILIANO, MARIA		520.80		



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GUILLAN, REBECCA S.				
10/3/2011	883657	275.67	Remit to: ADVANCE NC RETIREE MED OCT '11	275.67
Vendor Total		275.67		
FYTD for GUILLAN, REBECCA S.		1,378.35		
GUTIERREZ, CIELO				
10/31/2011	210062	60.00	Remit to: MORENO VALLEY CA REFUND-ANIMAL LIC OVRPYMNT	60.00
Vendor Total		60.00		
FYTD for GUTIERREZ, CIELO		60.00		
GUTIERREZ, ROBERT				
10/3/2011	883658	318.73	Remit to: LA VERNE CA RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for GUTIERREZ, ROBERT		1,274.92		
GUZMAN'S CART SERVICE				
10/10/2011	883746	4,049.00	Remit to: RIVERSIDE CA SHOPPING CART RETRIEVAL SVCS	4,049.00
Vendor Total		4,049.00		
FYTD for GUZMAN'S CART SERVICE		16,196.00		
HAMBURG, IRENE				
10/3/2011	883659	637.46	Remit to: OTIS OR RETIREE MED APR-MAY '11, PD OC	637.46
Vendor Total		637.46		
FYTD for HAMBURG, IRENE		637.46		
HAMLIN, WILLIAM R.				
10/3/2011	883660	318.73	Remit to: BEAUMONT CA RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for HAMLIN, WILLIAM R.		1,274.92		
HAMRICK, JAMES				
10/17/2011	209907	165.00	Remit to: MORENO VALLEY CA PER DIEM-HIGHWAY SFTY AWARDS	165.00
Vendor Total		165.00		
FYTD for HAMRICK, JAMES		165.00		



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HANES, MARTIN D.				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883661	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for HANES, MARTIN D.		1,274.92		
HANSEN, ROBERT L.				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209704	724.06	LODGING/BART/PARKING-LCC CONF.	724.06
Vendor Total		724.06		
FYTD for HANSEN, ROBERT L.		901.56		
HARDING, JOHN S.				
			<u>Remit to:</u> BANNING CA	
10/3/2011	209705	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for HARDING, JOHN S.		1,274.92		
HARGIS, STEVE				
			<u>Remit to:</u> TEMECULA CA	
10/10/2011	209832	342.50	PER DIEM-MISAC STATE CONF.	177.50
			PER DIEM-ERP PROJ TRNG	165.00
Vendor Total		342.50		
FYTD for HARGIS, STEVE		342.50		
HARRINGTON DECORATING COMPANY, INC				
			<u>Remit to:</u> HUNTINGTON BEACH CA	
10/24/2011	209979	2,430.00	INSTALL/STORE BANNERS-ZONE S	2,430.00
Vendor Total		2,430.00		
FYTD for HARRINGTON DECORATING COMPANY, INC		2,430.00		
HARRIS & ASSOCIATES				
			<u>Remit to:</u> SAN DIEGO CA	
10/3/2011	209706	8,636.49	PLAN CHECK REVIEW SVCS-LAND	8,636.49
10/31/2011	210063	8,380.67	PLAN CHECK SVCS-PA110009	8,380.67
Vendor Total		17,017.16		
FYTD for HARRIS & ASSOCIATES		17,017.16		



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HARRIS & ASSOCIATES, INC.				
			Remit to: IRVINE	CA
10/31/2011	883843	4,865.47		
			PLAN CHECK SVCS-HEMLOCK APTS	4,865.47
Vendor Total		4,865.47		
FYTD for HARRIS & ASSOCIATES, INC.		11,058.84		
HARTMANN, RICK				
			Remit to: SAN DIMAS	CA
10/3/2011	209707	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for HARTMANN, RICK		1,274.92		
HASS, MINA				
			Remit to: MORENO VALLEY	CA
10/3/2011	209708	534.00		
			INSTRUCTOR SVCS-BODY SCULPTING	306.00
			INSTRUCTOR SVCS-BODY SCULPTING	228.00
Vendor Total		534.00		
FYTD for HASS, MINA		1,110.00		
HATFIELD, CHARLES				
			Remit to: LAS VEGAS	NV
10/3/2011	883662	318.73		
			RETIREE MED OCT '11	318.73
10/17/2011	883778	318.73		
			REISSUE STALE-CK205069-11/8/10	318.73
Vendor Total		637.46		
FYTD for HATFIELD, CHARLES		1,593.65		
HEFFLEY, ROSS W.				
			Remit to: HEMET	CA
10/3/2011	883663	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for HEFFLEY, ROSS W.		1,274.92		
HERRERA, HECTOR				
			Remit to: RIVERSIDE	CA
10/17/2011	209908	621.00		
			REFUND-ADMIN CITATION	621.00
Vendor Total		621.00		
FYTD for HERRERA, HECTOR		621.00		



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HERRICK, ROBERT D.				
10/3/2011	209709	318.73	Remit to: MORENO VALLEY CA RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for HERRICK, ROBERT D.		1,274.92		
HERRIN, KEIANA				
10/31/2011	210064	62.00	Remit to: MORENO VALLEY CA REFUND-BASKETBALL CLASS	62.00
Vendor Total		62.00		
FYTD for HERRIN, KEIANA		62.00		
HIGH TECH IRRIGATION				
10/24/2011	883806	3,841.80	Remit to: INDIO CA IRRIGATION CONTROLLER-ZONE E-2 CALIF SALES TAX @ 7.75%	3,565.48 276.32
Vendor Total		3,841.80		
FYTD for HIGH TECH IRRIGATION		3,841.80		
HOGANS, LOUIS				
10/3/2011	209710	50.00	Remit to: MORENO VALLEY CA REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for HOGANS, LOUIS		50.00		
HONDA YAMAHA OF REDLANDS				
10/3/2011	209711	793.13	Remit to: REDLANDS CA MOTORCYCLE MAINT/REPAIR MOTORCYCLE PARTS MOTORCYCLE MAINT/REPAIR MOTORCYCLE PARTS	257.75 262.17 209.47 63.74
10/10/2011	209833	772.22	MOTORCYCLE MAINT/REPAIR-POLICE MOTORCYCLE PARTS-POLICE MOTORCYCLE MAINT/REPAIR-POLICE MOTORCYCLE PARTS-POLICE MOTORCYCLE MAINT/REPAIR-POLICE MOTORCYCLE PARTS-POLICE	245.00 231.80 70.00 39.49 182.00 3.93
10/17/2011	209909	237.19	MOTORCYCLE MAINT/REPAIR-POLICE MOTORCYCLE PRTS-POLICE	71.75 165.44
Vendor Total		1,802.54		
FYTD for HONDA YAMAHA OF REDLANDS		13,577.67		



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HOUSER, EDITH E.				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209712	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for HOUSER, EDITH E.		1,274.92		
HULBERT, JENNIFER				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209713	22.00	REFUND-CARDIO KICKBX CLASS	22.00
Vendor Total		22.00		
FYTD for HULBERT, JENNIFER		22.00		
I E S COMMERCIAL, INC				
			<u>Remit to:</u> HOUSTON TX	
10/3/2011	209714	25.00	REFUND-BUS LIC OVERPAYMENT	25.00
Vendor Total		25.00		
FYTD for I E S COMMERCIAL, INC		25.00		
ICMA RETIREMENT CORP 457				
			<u>Remit to:</u> BALTIMORE MD	
10/7/2011	2948	8,545.83	DEF COMP 457 10/7/11	8,545.83
10/21/2011	2956	7,697.50	DEF COMP 457 10/21/11	7,697.50
Vendor Total		16,243.33		
FYTD for ICMA RETIREMENT CORP 457		116,829.89		
ING USA ANNUITY & LIFE INSURANCE CO.				
			<u>Remit to:</u> DES MOINES IA	
10/10/2011	209834	400.00	NON-EXEMPT ANNUITY	400.00
Vendor Total		400.00		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		1,825.00		
INLAND CONTRACTORS, INC.				
			<u>Remit to:</u> RIVERSIDE CA	
10/17/2011	883779	4,531.20	NUISANCE ABATEMENT-CODE	639.00
			NUISANCE ABATEMENT-CODE	385.20
			NUISANCE ABATEMENT-CODE	1,512.00
			NUISANCE ABATEMENT-CODE	997.50
			NUISANCE ABATEMENT-CODE	997.50
10/31/2011	883844	16,037.87	ABATEMENT-21958 ALESSANDRO BL	16,037.87
Vendor Total		20,569.07		
FYTD for INLAND CONTRACTORS, INC.		28,754.10		



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INLAND EMPIRE MAGAZINE				
10/17/2011	209910	895.00	Remit to: RIVERSIDE CA CORPORATE ADVERTISING-CRC	895.00
Vendor Total		895.00		
FYTD for INLAND EMPIRE MAGAZINE		895.00		
INLAND FIRE PROTECTION INC.				
10/24/2011	209980	603.00	Remit to: SAN BERNARDINO CA REFUND-FIRE INSPECTION FEE REFUND-FIRE INSPECTION FEE	582.00 21.00
Vendor Total		603.00		
FYTD for INLAND FIRE PROTECTION INC.		603.00		
INSIDE PLANTS, INC.				
10/10/2011	883748	320.00	Remit to: CORONA CA INDOOR PLANT MAINT-CRC	320.00
Vendor Total		320.00		
FYTD for INSIDE PLANTS, INC.		1,280.00		
INTERNAL REVENUE SERVICE				
10/3/2011	2942	2,000.00	Remit to: DEPOSIT TO FED ACCT 10/3/11	2,000.00
Vendor Total		2,000.00		
FYTD for INTERNAL REVENUE SERVICE		1,193,211.44		
IRON MOUNTAIN OFF-SITE DATA PROTECTION				
10/3/2011	209715	1,082.93	Remit to: CERRITOS CA DATA TAPE OFFSITE STORAGE	1,082.93
Vendor Total		1,082.93		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION		3,118.12		
ISG INFRASYS				
10/31/2011	210065	988.41	Remit to: LAWRENCEVILLE GA REPAIR-THERMAL IMAGING CAMERA REPAIR-THERMAL IMAGING CAMERA	425.00 563.41
Vendor Total		988.41		
FYTD for ISG INFRASYS		988.41		
ISLAS, LIZ				
10/24/2011	209981	15.00	Remit to: MORENO VALLEY CA REFUND-ANIMAL LICENSE	15.00
Vendor Total		15.00		
FYTD for ISLAS, LIZ		15.00		



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J D H CONTRACTING				
			<u>Remit to:</u> RIVERSIDE CA	
10/10/2011	883749	5,330.00	REPLACE CONCRETE WALKWAYS -ADA	5,330.00
Vendor Total		5,330.00		
FYTD for J D H CONTRACTING		15,620.00		
JANNEY & JANNEY ATTORNEY SVCS, INC.				
			<u>Remit to:</u> RIVERSIDE CA	
10/17/2011	209911	75.00	COURIER SVCS-RETAINER	75.00
Vendor Total		75.00		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		300.00		
JDEDGE SOFTWARE, LLC				
			<u>Remit to:</u> KRUGERVILLE TX	
10/10/2011	883750	5,440.00	CONSULTANT SVCS-TECH SVCS	5,440.00
10/31/2011	883845	8,210.00	CONSULTANT SVCS-TECH SVCS	8,210.00
Vendor Total		13,650.00		
FYTD for JDEDGE SOFTWARE, LLC		24,445.00		
JEMS				
			<u>Remit to:</u> NORTH HOLLYWOOD CA	
10/10/2011	209835	168.00	RENEWALS FOR FIRE STATIONS	168.00
Vendor Total		168.00		
FYTD for JEMS		168.00		
JKB CORPORATION				
			<u>Remit to:</u> LA HABRA CA	
10/31/2011	210066	44.81	REFUND-BUSINESS LIC OVRPYMNT	44.81
Vendor Total		44.81		
FYTD for JKB CORPORATION		44.81		
JONES, JILLIAN				
			<u>Remit to:</u> PERRIS CA	
10/17/2011	209912	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for JONES, JILLIAN		20.00		
JONES, SUSAN				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883664	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for JONES, SUSAN		1,274.92		



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JTB SUPPLY CO., INC.				
			Remit to: ORANGE	CA
10/17/2011	883780	1,228.35	TRAFFIC SGNL MAINT SUPPLIES	1,228.35
10/31/2011	883846	11,874.05	TRAFFIC SGNL MAINT SUPPLIES	11,874.05
Vendor Total		13,102.40		
FYTD for JTB SUPPLY CO., INC.		83,218.78		
KAISER PERMANENTE				
			Remit to: PASADENA	CA
10/26/2011	210021	1,244.67	MED SUBSIDY-G. GARDNER -SEP'11	1,244.67
Vendor Total		1,244.67		
FYTD for KAISER PERMANENTE		1,680.67		
KDM MERIDIAN, INC.				
			Remit to: LAKE FOREST	CA
10/3/2011	883665	1,320.00	ADA COMPLIANT CURB/RAMP PROJ	1,320.00
Vendor Total		1,320.00		
FYTD for KDM MERIDIAN, INC.		10,525.00		
KEENAN & ASSOCIATES				
			Remit to: TORRANCE	CA
10/17/2011	209913	1,287.00	REFUND-RENTAL DEP-CRC	500.00
			REFUND-RENTAL ADJUSTMENT	787.00
Vendor Total		1,287.00		
FYTD for KEENAN & ASSOCIATES		1,287.00		
KHANNA, KATIE				
			Remit to: MORENO VALLEY	CA
10/3/2011	209716	22.00	REFUND-CARDIO KICKBX CLASS	22.00
Vendor Total		22.00		
FYTD for KHANNA, KATIE		22.00		
KING, CHRISTOPHER				
			Remit to: MORENO VALLEY	CA
10/17/2011	209914	30.00	REFUND-FALSE ALARM OVERPAYMENT	30.00
Vendor Total		30.00		
FYTD for KING, CHRISTOPHER		30.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KING, PATRICIA A.				
10/3/2011	209717	267.88	Remit to: LAS VEGAS NV RETIREE MED OCT '11	267.88
Vendor Total		267.88		
FYTD for KING, PATRICIA A.		1,071.52		
KOA CORPORATION				
10/3/2011	209718	1,229.07	Remit to: MONTEREY PARK CA PERRIS BL WIDENING SB AT SR-60	1,229.07
Vendor Total		1,229.07		
FYTD for KOA CORPORATION		41,260.91		
KOLB, CHARLES E.				
10/3/2011	883666	318.73	Remit to: MORENO VALLEY CA RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for KOLB, CHARLES E.		1,274.92		
KOLLAR, KYLE				
10/3/2011	883667	318.73	Remit to: MORENO VALLEY CA RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for KOLLAR, KYLE		1,274.92		
KYLE, GARY M.				
10/3/2011	883668	318.73	Remit to: PRESCOTT VALLEY AZ RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for KYLE, GARY M.		1,274.92		
LADIA, FREDERICK				
10/10/2011	209836	109.00	Remit to: CHINO HILLS CA REFUND-CITATION DISMISSED	109.00
Vendor Total		109.00		
FYTD for LADIA, FREDERICK		109.00		
LAFATA, JOSEPHINE				
10/3/2011	883669	318.73	Remit to: MORENO VALLEY CA RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for LAFATA, JOSEPHINE		1,274.92		



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LANDIN, CITLALLI				
			Remit to: RIVERSIDE	CA
10/31/2011	210067	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for LANDIN, CITLALLI		20.00		
LANGENDORF, BENJAMIN				
			Remit to: PERRIS	CA
10/3/2011	883670	254.59		
			RETIREE MED AUG 11, PD OCT 11	254.59
Vendor Total		254.59		
FYTD for LANGENDORF, BENJAMIN		730.58		
LANGSTON MOTORSPORTS				
			Remit to: PERRIS	CA
10/17/2011	209915	1,645.35		
			PD MOTORCYCLE REPAIR-LABOR	326.00
			PD MOTORCYCLE REPAIR-PARTS	319.97
			PD MOTORCYCLE REPAIR-LABOR	476.00
			PD MOTORCYCLE REPAIR-PARTS	523.38
Vendor Total		1,645.35		
FYTD for LANGSTON MOTORSPORTS		4,000.62		
LARSON, ELVINA MAE				
			Remit to: OGDEN	UT
10/31/2011	210068	57.50		
			REFUND-CITATION OVRPYMNT	57.50
Vendor Total		57.50		
FYTD for LARSON, ELVINA MAE		57.50		
LATHAM & WATKINS, LLP				
			Remit to: LOS ANGELES	CA
10/31/2011	210069	508.23		
			LEGAL SVCS	508.23
Vendor Total		508.23		
FYTD for LATHAM & WATKINS, LLP		2,175.73		
LAWN TECH EQUIPMENT				
			Remit to: RIVERSIDE	CA
10/3/2011	883671	162.72		
			EQUIPMENT REPAIRS/PARTS	81.00
			EQUIPMENT REPAIRS/PARTS	81.72
Vendor Total		162.72		
FYTD for LAWN TECH EQUIPMENT		243.72		



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LAWYERS TITLE INC				
			<u>Remit to:</u> NEWPORT BEACH CA	
10/24/2011	209982	500.00	PRELIM TITLE REPORT-ADA CURBS	500.00
Vendor Total		500.00		
FYTD for LAWYERS TITLE INC		156,908.00		
LEADING EDGE LEARNING CENTER				
			<u>Remit to:</u> RIVERSIDE CA	
10/10/2011	209837	1,254.00	INSTRUCTOR SVCS-ENGLISH	462.00
			INSTRUCTOR SVCS-GED TEST	792.00
Vendor Total		1,254.00		
FYTD for LEADING EDGE LEARNING CENTER		2,073.00		
LECH, STEVE				
			<u>Remit to:</u> RIVERSIDE CA	
10/31/2011	210070	30.17	BOOK-LIBRARY	28.00
			CALIF SALES TAX @ 7.75%	2.17
Vendor Total		30.17		
FYTD for LECH, STEVE		30.17		
LEE, MAYA				
			<u>Remit to:</u> REDLANDS CA	
10/10/2011	209838	95.00	REFUND-RABIES & SN DEPOSIT	20.00
			REFUND-RABIES & SN DEPOSIT	75.00
Vendor Total		95.00		
FYTD for LEE, MAYA		95.00		
LEMA, ANNIE				
			<u>Remit to:</u> MORENO VALLEY CA	
10/31/2011	210071	15.00	REFUND-ANIMAL LICENSE	15.00
Vendor Total		15.00		
FYTD for LEMA, ANNIE		15.00		
LEWIS, AURORA				
			<u>Remit to:</u> MORENO VALLEY CA	
10/17/2011	209916	55.00	REFUND-CANCELLED CONTRCT CLASS	55.00
Vendor Total		55.00		
FYTD for LEWIS, AURORA		55.00		
LEWIS, CAROLYN S.				
			<u>Remit to:</u> BEAUMONT CA	
10/3/2011	883672	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for LEWIS, CAROLYN S.		1,274.92		



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LEXISNEXIS				
			<u>Remit to:</u> LOS ANGELES CA	
10/24/2011	883807	1,480.00		
			LEGAL RESEARCH SVC	740.00
			ONLINE LEGAL RESEARCH	370.00
			ONLINE LEGAL-GOVT-TAX RESEARCH	370.00
	Vendor Total	1,480.00		
FYTD for LEXISNEXIS		5,920.00		
LIENHARD, DORI A.				
			<u>Remit to:</u> RANCHO MIRAGE CA	
10/10/2011	209839	295.86		
			TRAVEL EXP.-ERP PROJ TRNG	28.86
			TRAVEL EXP.-ERP PROJ TRNG	231.00
			TRAVEL EXP.-ERP PROJ TRNG	36.00
	Vendor Total	295.86		
FYTD for LIENHARD, DORI A.		295.86		
LIM & NASCIMENTO ENGINEERING CORP.				
			<u>Remit to:</u> CHICAGO IL	
10/24/2011	209983	1,656.71		
			PERRIS BL WIDENING FROM RAM XP	1,656.71
	Vendor Total	1,656.71		
FYTD for LIM & NASCIMENTO ENGINEERING CORP.		1,656.71		
LITTLEFIELD, INGRID				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209840	29.60		
			REFUND-PICNIC SHELTER RENTAL	29.60
	Vendor Total	29.60		
FYTD for LITTLEFIELD, INGRID		29.60		
LOGAN, CHARLES				
			<u>Remit to:</u> LAS VEGAS NV	
10/3/2011	883673	318.73		
			RETIREE MED OCT '11	318.73
	Vendor Total	318.73		
FYTD for LOGAN, CHARLES		1,274.92		
LONGDYKE, DENNIS				
			<u>Remit to:</u> BEAUMONT CA	
10/3/2011	209719	318.73		
			RETIREE MED OCT '11	318.73
	Vendor Total	318.73		
FYTD for LONGDYKE, DENNIS		637.46		



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LOR GEOTECHNICAL GROUP, INC.				
			<u>Remit to:</u> RIVERSIDE CA	
10/10/2011	883751	7,910.80	2011 LOCAL ST. PAVEMNT RESURF.	7,910.80
Vendor Total		7,910.80		
FYTD for LOR GEOTECHNICAL GROUP, INC.		47,672.00		
LUMLEY, ROBERT C.				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883674	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for LUMLEY, ROBERT C.		1,274.92		
MALCOLM SMITH MOTORSPORTS				
			<u>Remit to:</u> RIVERSIDE CA	
10/3/2011	209720	1,524.90	PD MTRCYCLE MAINT/REPAIRS	1,001.00
			PD MTRCYCLE MAINT/REPAIRS	523.90
Vendor Total		1,524.90		
FYTD for MALCOLM SMITH MOTORSPORTS		1,524.90		
MARCH JOINT POWERS AUTHORITY				
			<u>Remit to:</u> RIVERSIDE CA	
10/3/2011	209721	4.13	NATURAL GAS USE-MARCH FLD CTR	3.37
			NATURAL GAS USE-MARCH FLD CTR	0.76
10/31/2011	210072	4.03	NATURAL GAS USE-MARCH FLD CTR	3.29
			NATURAL GAS USE-MARCH FLD CTR	0.74
Vendor Total		8.16		
FYTD for MARCH JOINT POWERS AUTHORITY		24.37		
MARINA LANDSCAPE, INC				
			<u>Remit to:</u> ANAHEIM CA	
10/24/2011	883808	9,178.97	LANDSCAPE MAINT-DSG-2N	4,425.04
			LANDSCAPE MAINT-DSG-2S	4,753.93
10/31/2011	883847	8,158.90	LANDSCAPE MAINT-ZONE E-1	7,369.14
			LANDSCAPE MAINT-ZONE E-1A	789.76
Vendor Total		17,337.87		
FYTD for MARINA LANDSCAPE, INC		66,058.60		
MATHIS, NOLAN				
			<u>Remit to:</u> JACKSON KY	
10/3/2011	883675	290.00	RETIREE MED AUG 11, PD OCT 11	290.00
Vendor Total		290.00		
FYTD for MATHIS, NOLAN		1,160.00		



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MAXIMUS, INC.				
			<u>Remit to:</u> RANCHO CORDOVA CA	
10/24/2011	209984	11,125.00		
			DEVELOPMENT OF COST ALLOCATION	11,125.00
Vendor Total		11,125.00		
FYTD for MAXIMUS, INC.		11,125.00		
MAXINOSKI, SUE A.				
			<u>Remit to:</u> AVINGER TX	
10/3/2011	883676	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for MAXINOSKI, SUE A.		1,274.92		
MCCALL, KELLY/MICHELLE				
			<u>Remit to:</u> BEAUMONT CA	
10/31/2011	210073	95.00		
			REFUND-RABIES & SN DEPOSIT	20.00
			REFUND-RABIES & SN DEPOSIT	75.00
Vendor Total		95.00		
FYTD for MCCALL, KELLY/MICHELLE		95.00		
MCCARVEL, PATRICK				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209722	72.00		
			SPORTS OFFICIATING SVCS	72.00
10/17/2011	209917	108.00		
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
10/31/2011	210074	54.00		
			SPORTS OFFICIATING SVCS	54.00
Vendor Total		234.00		
FYTD for MCCARVEL, PATRICK		540.00		
MCCORRY, DESIREE				
			<u>Remit to:</u> MORENO VALLEY CA	
10/31/2011	210075	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for MCCORRY, DESIREE		20.00		
MCDUFFIE, JAEDON				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209723	11.95		
			REFUND-LOST VIDEO FOUND	11.95
Vendor Total		11.95		
FYTD for MCDUFFIE, JAEDON		11.95		



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MEDINA, LUZ				
			<u>Remit to:</u> TEMECULA CA	
10/3/2011	209724	21.20		
			REFUND-FIELD RESRVTN	21.20
Vendor Total		21.20		
FYTD for MEDINA, LUZ		21.20		
MEEKS, DANIEL				
			<u>Remit to:</u> PERRIS CA	
10/3/2011	883677	160.00		
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	80.00
10/17/2011	883781	160.00		
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	80.00
10/31/2011	883848	120.00		
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	60.00
Vendor Total		440.00		
FYTD for MEEKS, DANIEL		1,560.00		
MELAD & ASSOCIATES, INC				
			<u>Remit to:</u> HUNTINGTON BEACH CA	
10/3/2011	209725	1,080.00		
			PLAN CHECK SVCS-BLDG & SFTY	1,080.00
10/24/2011	209985	1,260.00		
			PLAN CHECK SVCS-BLDG & SFTY	1,260.00
Vendor Total		2,340.00		
FYTD for MELAD & ASSOCIATES, INC		5,130.00		
MENGISTU, YESHIALEM				
			<u>Remit to:</u> MORENO VALLEY CA	
10/17/2011	209918	162.62		
			MILEAGE REIMBURSEMENT	162.62
Vendor Total		162.62		
FYTD for MENGISTU, YESHIALEM		437.03		
MERCHANTS LANDSCAPE SERVICES INC				
			<u>Remit to:</u> CORONA CA	
10/3/2011	209726	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
10/31/2011	210076	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
Vendor Total		10,735.94		
FYTD for MERCHANTS LANDSCAPE SERVICES INC		16,103.91		



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MESSIN, LOUIS				
			<u>Remit to:</u> BULLHEAD CITY AZ	
10/3/2011	883678	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for MESSIN, LOUIS		1,274.92		
METROPCS WIRELESS, INC.				
			<u>Remit to:</u> DALLAS TX	
10/3/2011	209727	200.00	TEXT MSSG RTRVL SVC-PD	100.00
			TEXT MSSG RTRVL SVC-PD	50.00
			TEXT MSSG RTRVL SVC-PD	50.00
Vendor Total		200.00		
FYTD for METROPCS WIRELESS, INC.		300.00		
MGT OF AMERICA, INC.				
			<u>Remit to:</u> SACRAMENTO CA	
10/31/2011	210128	6,000.00	SB 90 MANDATED COST CLAIMING	6,000.00
Vendor Total		6,000.00		
FYTD for MGT OF AMERICA, INC.		6,000.00		
MILES, ROBERT				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883679	229.88	RETIREE MED OCT '11	229.88
Vendor Total		229.88		
FYTD for MILES, ROBERT		919.52		
MINARD, MARK E.				
			<u>Remit to:</u> REDLANDS CA	
10/3/2011	883680	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for MINARD, MARK E.		1,274.92		
MIRACLE RECREATION EQUIPMENT				
			<u>Remit to:</u> CORONA CA	
10/10/2011	883752	813.88	PLAYGROUND EQUIP PARTS-PARKS	813.88
Vendor Total		813.88		
FYTD for MIRACLE RECREATION EQUIPMENT		3,559.04		
MIRANDA, ERNESTINA				
			<u>Remit to:</u> MORENO VALLEY CA	
10/17/2011	209919	42.00	REFUND-CANCELLED CONTRCT CLASS	42.00
Vendor Total		42.00		
FYTD for MIRANDA, ERNESTINA		42.00		



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MMASC				
			Remit to: SAN DIEGO	CA
10/31/2011	210077	15.00	MOTIVATING THE PUB SECTOR TRNG	15.00
10/31/2011	210078	15.00	MOTIVATING THE PUB SECTOR TRNG	15.00
10/31/2011	210079	15.00	MOTIVATING THE PUB SECTOR TRNG	15.00
10/31/2011	210080	15.00	MOTIVATING THE PUB SECTOR TRNG	15.00
10/31/2011	210081	60.00	REGISTRATION FEES-MMASC MEETNG	45.00
			REGISTRATION FEES-MMASC MEETNG	15.00
Vendor Total		120.00		
FYTD for MMASC		180.00		
MOLINA, JESSE L.				
			Remit to: MORENO VALLEY	CA
10/10/2011	209841	54.00	REIMB-PARKING-LCC ANNUAL CONF	54.00
Vendor Total		54.00		
FYTD for MOLINA, JESSE L.		231.50		
MOLLICA, MIKE				
			Remit to: DUNNELLON	FL
10/3/2011	883681	401.42	RETIREE MED OCT '11	401.42
Vendor Total		401.42		
FYTD for MOLLICA, MIKE		1,605.68		
MONROE, CONNIE				
			Remit to: MORENO VALLEY	CA
10/10/2011	209842	115.00	REFUND-PICNIC SHELTER RENTAL	115.00
Vendor Total		115.00		
FYTD for MONROE, CONNIE		115.00		
MONTEZ, SUSIE				
			Remit to: MORENO VALLEY	CA
10/10/2011	209843	31.00	REFUND-TIME FOR TOTS CLASS	31.00
Vendor Total		31.00		
FYTD for MONTEZ, SUSIE		31.00		



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MONTGOMERY PLUMBING INC				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209728	3,200.00		
			PLUMBING REPAIRS-SENIOR CTR	2,850.00
			PLUMBING REPAIRS-ANIMAL SHLTR	350.00
10/10/2011	209844	1,660.50		
			PLUMBING REPAIRS @ CITY YARD	160.50
			PLUMBING SERVICES-EOC	1,500.00
Vendor Total		4,860.50		
FYTD for MONTGOMERY PLUMBING INC		13,455.40		
MORA, PATRICIA A.				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883682	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for MORA, PATRICIA A.		1,274.92		
MORALES, AIDE				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209729	200.00		
			REFUND-RENTAL DEP-TWNGTE	41.68
			REFUND-RENTAL DEP-TWNGTE	158.32
Vendor Total		200.00		
FYTD for MORALES, AIDE		200.00		
MORENO VALLEY CHAMBER OF COMMERCE				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209845	90.00		
			WAKE-UP MEETING-9/28/11	15.00
			WAKE-UP MEETING-9/28/11	30.00
			WAKE-UP MEETING-9/28/11	15.00
			WAKE-UP MEETING-9/28/11	15.00
			WAKE-UP MEETING-9/28/11	15.00
10/17/2011	209920	105.00		
			STUDENT OF THE MONTH LUNCHEONS	105.00
10/31/2011	210082	520.00		
			MAYOR'S MYSTERY DINNER EVENT	65.00
			MAYOR'S MYSTERY DINNER EVENT	65.00
			MAYOR'S MYSTERY DINNER EVENT	65.00
			MAYOR'S MYSTERY DINNER EVENT	65.00
			MAYOR'S MYSTERY DINNER EVENT	65.00
			MAYOR'S MYSTERY DINNER EVENT	65.00
			MAYOR'S MYSTERY DINNER EVENT	65.00
			MAYOR'S MYSTERY DINNER EVENT	65.00
Vendor Total		715.00		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		2,985.00		



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MORENO VALLEY CITY EMPLOYEES ASSOC.				
			<u>Remit to:</u> MORENO VALLEY CA	
10/7/2011	2947	1,405.50	MVCEA DUES 10/7/11	1,405.50
10/21/2011	2955	1,400.00	MVCEA DUES 10/21/11	1,400.00
Vendor Total		2,805.50		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		12,951.00		
MORENO VALLEY GATEWAY, LLC				
			<u>Remit to:</u> SAN JUAN CAPISTRANO CA	
10/17/2011	883782	7,934.87	LEASE-FACILITIES ANNEX	2,458.97
			LEASE-TECH SVCS ANNEX	5,475.90
10/24/2011	883809	9,207.72	BUILDING RENTAL/MAINT-MVU/SDA	9,207.72
Vendor Total		17,142.59		
FYTD for MORENO VALLEY GATEWAY, LLC		68,570.36		
MORENO VALLEY HISPANIC CHAMBER				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209730	500.00	REFUND-RENTAL DEP-CRC	500.00
Vendor Total		500.00		
FYTD for MORENO VALLEY HISPANIC CHAMBER		500.00		



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MORGAN, LISA A.				
			<u>Remit to:</u> MENTONE	CA
10/3/2011	883683	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for MORGAN, LISA A.		1,274.92		
MORTON, PAT				
			<u>Remit to:</u> MORENO VALLEY	CA
10/3/2011	209732	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for MORTON, PAT		20.00		
MOSS BROS CHRYSLER, JEEP, DODGE MV				
			<u>Remit to:</u> MORENO VALLEY	CA
10/3/2011	209733	658.47	CAR MAINT & REPAIRS-DODGE MAGN	306.68
			CAR MAINT & REPAIRS-DODGE MAGN	109.32
			CAR MAINT & REPAIRS-DODGE MAGN	4.81
			CAR MAINT & REPAIRS-DODGE MAGN	26.15
			CAR MAINT & REPAIRS-DODGE MAGN	190.00
			CAR MAINT & REPAIRS-DODGE MAGN	21.51
10/31/2011	210083	1,090.50	CAR REPAIRS/MAINT-LABOR-DODGE	470.00
			CAR REPAIRS/MAINT-PARTS-DODGE	620.50
Vendor Total		1,748.97		
FYTD for MOSS BROS CHRYSLER, JEEP, DODGE MV		4,693.66		
MUSICK, PEELER & GARRETT, LLP				
			<u>Remit to:</u> LOS ANGELES	CA
10/24/2011	209989	1,894.15	RETIREMENT PLAN MATTERS	1,894.15
Vendor Total		1,894.15		
FYTD for MUSICK, PEELER & GARRETT, LLP		3,814.15		
MUSICSTAR				
			<u>Remit to:</u> RIVERSIDE	CA
10/3/2011	209734	783.00	INSTRUCTOR SVCS-GUITAR	162.00
			INSTRUCTOR SVCS-PIANO	108.00
			INSTRUCTOR SVCS-PIANO	108.00
			INSTRUCTOR SVCS-PIANO	189.00
			INSTRUCTOR SVCS-PIANO	216.00
Vendor Total		783.00		
FYTD for MUSICSTAR		1,917.00		



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N P G CORPORATION				
			Remit to: PERRIS	CA
10/31/2011	210084	4,885.00		
			REBUILD & RESTRIPE ASPHALT	4,385.00
			REBUILD & RESTRIPE ASPHALT	500.00
Vendor Total		4,885.00		
FYTD for N P G CORPORATION		4,885.00		
NATIONWIDE RETIREMENT SOLUTIONS				
			Remit to: COLUMBUS	OH
10/7/2011	2945	1,559.50		
			PST DEF COMP FOR FICA 10/7/11	1,559.50
10/21/2011	2953	1,657.29		
			PST DEF COMP FOR FICA 10/21/1	1,657.29
10/21/2011	2954	24,980.88		
			DEF COMP 457 & 401(A) 10/21/1	24,980.88
Vendor Total		28,197.67		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		285,943.63		
NAVARRETTE, RALPH				
			Remit to: RANCHO CUCAMONGA	CA
10/3/2011	883684	229.88		
			RETIREE MED OCT '11	229.88
Vendor Total		229.88		
FYTD for NAVARRETTE, RALPH		1,097.22		
NELSON, ROBERT				
			Remit to: ONTARIO	CA
10/3/2011	883685	325.66		
			RETIREE MED OCT '11	325.66
Vendor Total		325.66		
FYTD for NELSON, ROBERT		1,302.64		
NELSON, RUTH L.				
			Remit to: PERRIS	CA
10/3/2011	883686	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for NELSON, RUTH L.		1,274.92		
NEUSTAEDTER, CRAIG S				
			Remit to: IRVINE	CA
10/3/2011	209735	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for NEUSTAEDTER, CRAIG S		1,274.92		



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NEW HORIZON MOBILE HOME PARK				
			<u>Remit to:</u> LOS ANGELES	CA
10/17/2011	883783	10.88		
			REFUND-UUT USER TAXES	10.88
Vendor Total		10.88		
FYTD for NEW HORIZON MOBILE HOME PARK		41.38		
NEW WORLD SYSTEMS, CORP				
			<u>Remit to:</u> TROY	MI
10/10/2011	209846	1,200.00		
			ERP RPLCMNT PROJECT-TRAVEL EXP	1,200.00
10/17/2011	209922	1,126.06		
			ERP RPLCMNT PROJECT-TRAVEL EXP	1,126.06
Vendor Total		2,326.06		
FYTD for NEW WORLD SYSTEMS, CORP		373,164.47		
NIEBURGER, JUDITH A.				
			<u>Remit to:</u> MORENO VALLEY	CA
10/3/2011	209736	401.42		
			RETIREE MED OCT '11	401.42
Vendor Total		401.42		
FYTD for NIEBURGER, JUDITH A.		1,605.68		
NOBEL SYSTEMS				
			<u>Remit to:</u> SAN BERNARDINO	CA
10/24/2011	883810	1,200.00		
			NEW FIELD ADDED TO DATABASE	1,200.00
Vendor Total		1,200.00		
FYTD for NOBEL SYSTEMS		1,200.00		
NUNEZ, CONNIE				
			<u>Remit to:</u> MORENO VALLEY	CA
10/17/2011	209924	42.00		
			REFUND-CANCELLED CONTRCT CLASS	42.00
Vendor Total		42.00		
FYTD for NUNEZ, CONNIE		42.00		
OAKRIDGE DATA MINING				
			<u>Remit to:</u> MORENO VALLEY	CA
10/3/2011	209783	3,520.00		
			CONSULTANT SVCS-TECH SVCS	1,050.00
			CONSULTANT SVCS-TECH SVCS	2,470.00
Vendor Total		3,520.00		
FYTD for OAKRIDGE DATA MINING		5,890.00		



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ODUFALU, EKINOMO & OLUFEMI				
			Remit to: MORENO VALLEY	CA
10/10/2011	209847	5,000.00	SETTLEMENT PYMT FOR PROP ACQU.	5,000.00
Vendor Total		5,000.00		
FYTD for ODUFALU, EKINOMO & OLUFEMI		5,000.00		
ORROCK, POPKA, FORTINO & BRISLIN				
			Remit to: RIVERSIDE	CA
10/3/2011	883688	1,494.10	LEGAL SVCS-HR	837.25
			LEGAL SVCS-HR	656.85
10/24/2011	883811	3,093.00	LEGAL SVCS-HR	2,465.60
			LEGAL SVCS-HR	627.40
Vendor Total		4,587.10		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN		6,960.65		
OUTDOOR DESIGN STUDIO, LLC 2409820				
			Remit to: MURRIETA	CA
10/31/2011	210086	2,580.00	MONUMENT SIGN-RIDGE CREST PARK	2,580.00
Vendor Total		2,580.00		
FYTD for OUTDOOR DESIGN STUDIO, LLC 2409820		2,580.00		
PACIFIC GREEN HORTICULTURAL SVC				
			Remit to: UPLAND	CA
10/17/2011	883784	1,833.50	TURF FERTILIZATION-ZONE E	227.23
			TURF FERTILIZATION-ZONE E	412.61
			TURF FERTILIZATION-ZONE E	84.46
			TURF FERTILIZATION-ZONE E	17.45
			TURF FERTILIZATION-ZONE E	227.23
			TURF FERTILIZATION-ZONE E	412.61
			TURF FERTILIZATION-ZONE E	84.46
			TURF FERTILIZATION-ZONE E	17.45
			BEE CONTROL SVCS	350.00
10/31/2011	883850	741.75	TURF FERTILIZATION-ZONE E	227.23
			TURF FERTILIZATION-ZONE E	412.61
			TURF FERTILIZATION-ZONE E	84.46
			TURF FERTILIZATION-ZONE E	17.45
Vendor Total		2,575.25		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		4,553.25		



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PACIFIC MOBILE HOME CONSTRUCTION				
10/3/2011	883689	15,079.00	Remit to: CORONA CA HOME IMPVT LOAN-14838 VINEHILL	15,079.00
Vendor Total		15,079.00		
FYTD for PACIFIC MOBILE HOME CONSTRUCTION		15,079.00		
PACIFIC SAFETY COUNCIL				
10/24/2011	883812	8.70	Remit to: SAN DIEGO CA PURCHASE OF SAFETY VIDEOS	8.70
Vendor Total		8.70		
FYTD for PACIFIC SAFETY COUNCIL		8.70		
PACIFIC TELEMAGEMENT SERVICES				
10/24/2011	883813	375.84	Remit to: SAN RAMON CA PAYPHONE SVCS-PSB PAYPHONE SVCS-TECH SVCS	62.64 313.20
Vendor Total		375.84		
FYTD for PACIFIC TELEMAGEMENT SERVICES		1,503.36		
PARADISE, MICHELLE				
10/17/2011	209925	75.00	Remit to: RIVERSIDE CA REFUND-SN DEPOSIT	75.00
Vendor Total		75.00		
FYTD for PARADISE, MICHELLE		75.00		
PAREDES, ADRIANA				
10/17/2011	209926	200.00	Remit to: MORENO VALLEY CA REFUND-RENTAL DEP-TWNGTE	200.00
10/31/2011	210087	340.00	REFUND-RENTAL DEP-TWNGTE REFUND-SECURITY GUARD COST REFUND-SECURITY GUARD COST	200.00 37.50 102.50
Vendor Total		540.00		
FYTD for PAREDES, ADRIANA		540.00		
PARINAZ, IMANI				
10/31/2011	210088	20.00	Remit to: MORENO VALLEY CA REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for PARINAZ, IMANI		20.00		



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PARSONS TRANSPORTATION GROUP, INC.				
			Remit to: IRVINE	CA
10/10/2011	883754	17,005.94		
			SR-60/MOR BCH DR INTRCHNG PROJ	17,005.94
Vendor Total		17,005.94		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		662,072.81		
PATTERSON, ALFREY				
			Remit to: MORENO VALLEY	CA
10/3/2011	209737	229.88		
			RETIREE MED OCT '11	229.88
Vendor Total		229.88		
FYTD for PATTERSON, ALFREY		919.52		
PEDLEY SQUARE VETERINARY CLINIC				
			Remit to: RIVERSIDE	CA
10/3/2011	883690	5,381.00		
			VETERINARY SVCS-ANML SHLTR	5,381.00
10/24/2011	883815	5,031.00		
			VETERINARY SVCS-ANML SHLTR	5,031.00
Vendor Total		10,412.00		
FYTD for PEDLEY SQUARE VETERINARY CLINIC		23,161.00		
PERCEPTIVE ENTERPRISES, INC.				
			Remit to: LOS ANGELES	CA
10/31/2011	883851	5,239.25		
			PROF ON CALL DBE SVCS-PW	5,239.25
Vendor Total		5,239.25		
FYTD for PERCEPTIVE ENTERPRISES, INC.		5,239.25		
PERRY, NORMA				
			Remit to: PIONEER	CA
10/3/2011	209738	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for PERRY, NORMA		1,274.92		
PERS LONG TERM CARE PROGRAM				
			Remit to: PASADENA	CA
10/10/2011	209848	458.63		
			LONG TERM CARE INSURANCE	458.63
10/24/2011	209990	458.63		
			LONG TERM CARE INSURANCE	458.63
Vendor Total		917.26		
FYTD for PERS LONG TERM CARE PROGRAM		4,127.67		



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PITASSI ARCHITECTS, INC				
			<u>Remit to:</u> RANCHO CUCAMONGA CA	
10/10/2011	883755	2,175.53	CORPORATE YARD FACILITY PROJ	2,175.53
Vendor Total		2,175.53		
FYTD for PITASSI ARCHITECTS, INC		12,593.47		
PLASCENCIA, SARA				
			<u>Remit to:</u> MORENO VALLEY CA	
10/31/2011	210089	29.60	REFUND-CANCELLED CONTRCT CLASS	29.60
Vendor Total		29.60		
FYTD for PLASCENCIA, SARA		29.60		
POIEMA LANDSCAPE, INC.				
			<u>Remit to:</u> COLTON CA	
10/17/2011	883785	3,296.01	LANDSCAPE MAINT-ZONE S	1,165.01
			LANDSCAPE MAINT-ZONE E-12	2,131.00
Vendor Total		3,296.01		
FYTD for POIEMA LANDSCAPE, INC.		15,862.18		
POUNDS, NANCY				
			<u>Remit to:</u> REDLANDS CA	
10/3/2011	209739	1,305.50	TUITION FEE REIMBURSEMENT	1,305.50
Vendor Total		1,305.50		
FYTD for POUNDS, NANCY		1,305.50		
PRECIADO, NANCY				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209849	300.00	REFUND-RENTAL DEP-SENIOR CTR	300.00
Vendor Total		300.00		
FYTD for PRECIADO, NANCY		300.00		
PRESTON, REBECCA				
			<u>Remit to:</u> MORENO VALLEY CA	
10/17/2011	209927	47.00	REFUND-CANCELLED CONTRCT CLASS	47.00
Vendor Total		47.00		
FYTD for PRESTON, REBECCA		47.00		
PRICE, GEORGE E.				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883691	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for PRICE, GEORGE E.		1,274.92		



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PROFESSIONAL COMMUNICATIONS NETWORK PCN				
			<u>Remit to:</u> RIVERSIDE	CA
10/10/2011	209850	496.35	ANSWERING SVCS-TOW SVC PRGM	496.35
10/17/2011	209928	484.20	LIVE ANSWERING SERVICE	484.20
Vendor Total		980.55		
FYTD for PROFESSIONAL COMMUNICATIONS NETWORK PCN		980.55		
PSOMAS				
			<u>Remit to:</u> RIVERSIDE	CA
10/3/2011	209740	9,213.50	SR-60/NASON ST INTRCHNG PROJ	3,079.52
			SR-60/NASON ST INTRCHNG PROJ	398.98
			SR-60/NASON ST INTRCHNG PROJ	5,077.20
			SR-60/NASON ST INTRCHNG PROJ	657.80
10/17/2011	209929	3,872.00	SR-60/NASON ST INTRCHNG PROJ	3,427.89
			SR-60/NASON ST INTRCHNG PROJ	444.11
Vendor Total		13,085.50		
FYTD for PSOMAS		77,849.50		
PULLIAM, TRENT D.				
			<u>Remit to:</u> MISSION VIEJO	CA
10/3/2011	883692	318.73	RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for PULLIAM, TRENT D.		1,274.92		
QUINTERO, ISAURA				
			<u>Remit to:</u> MORENO VALLEY	CA
10/10/2011	209851	35.00	REFUND-CONTRACT CLASS	35.00
Vendor Total		35.00		
FYTD for QUINTERO, ISAURA		35.00		
R & S OVERHEAD DOORS, INC.				
			<u>Remit to:</u> FONTANA	CA
10/3/2011	883693	242.00	AUTO GATE SVC/REPAIR-FIRE ST#2	242.00
10/24/2011	883816	1,086.00	AUTO GATES/ROLL UP DOORS-FS#91	201.00
			ROLL UP DOORS SVC-FS#65	141.00
			AUTO GATES/ROLL UP DOORS-FS#58	201.00
			ROLL UP DOORS SVC-FS#48	141.00
			AUTO GATES/ROLL UP DOORS-FS#6	201.00
			AUTO GATES/ROLL UP DOORS-FS#2	201.00
Vendor Total		1,328.00		
FYTD for R & S OVERHEAD DOORS, INC.		5,507.18		



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RAMOS, ROBERTO				
			Remit to: MORENO VALLEY	CA
10/31/2011	210090	393.00		
			INSTRUCTOR SVCS-SPANISH	21.00
			INSTRUCTOR SVCS-KINDER KARATE	168.00
			INSTRUCTOR SVCS-KINDER KARATE	42.00
			INSTRUCTOR SVCS-TAE KWON DO	162.00
Vendor Total		393.00		
FYTD for RAMOS, ROBERTO		1,914.00		
RAY-RAMIREZ, DARCY L.				
			Remit to: RIVERSIDE	CA
10/3/2011	209741	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for RAY-RAMIREZ, DARCY L.		1,274.92		
RCGIA				
			Remit to: MURRIETA	CA
10/3/2011	209742	120.00		
			RCGIA MEMBERSHIP FEE	20.00
			RCGIA MEMBERSHIP FEE	20.00
			RCGIA MEMBERSHIP FEE	20.00
			RCGIA MEMBERSHIP FEE	20.00
			RCGIA MEMBERSHIP FEE	20.00
			RCGIA MEMBERSHIP FEE	20.00
Vendor Total		120.00		
FYTD for RCGIA		120.00		
RESCUE ROOTER				
			Remit to: RIVERSIDE	CA
10/3/2011	209743	989.00		
			GREASE TRAP PUMPED-SENIOR CTR	989.00
Vendor Total		989.00		
FYTD for RESCUE ROOTER		989.00		
RICHARD, RITA				
			Remit to: MORENO VALLEY	CA
10/31/2011	210091	53.40		
			REFUND-YTH BASKETBALL	53.40
Vendor Total		53.40		
FYTD for RICHARD, RITA		53.40		
RICK ENGINEERING COMPANY				
			Remit to: RIVERSIDE	CA
10/24/2011	883817	195.00		
			DRACAEA AVE SIDEWLK IMPRVMENTS	195.00
Vendor Total		195.00		
FYTD for RICK ENGINEERING COMPANY		20,672.50		



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RIGHTWAY SITE SERVICES, INC.				
			Remit to: LAKE ELSINORE	CA
10/3/2011	209744	72.28	PORTABLE RESTROOM-GOLF COURSE	72.28
10/10/2011	209852	440.43	PORTABLE RESTROOMS-EQUEST. CTR	440.43
10/17/2011	209930	458.60	ADDTL PORTABLE RESTRM-GOLF CTR	458.60
10/24/2011	209991	89.55	PORTABLE TOILET/SVC-CITY YARD	89.55
10/31/2011	210092	72.28	PORTABLE RESTROOM-GOLF COURSE	72.28
Vendor Total		1,133.14		
FYTD for RIGHTWAY SITE SERVICES, INC.		2,410.04		
RIV CO FLOOD CONTROL & WATER CONSERVATN				
			Remit to: RIVERSIDE	CA
10/3/2011	209745	1,274.02	ENCR PERMIT/DEPOSIT-SR60/NASON	1,274.02
10/3/2011	209746	1,616.96	ENCR PERMIT/DEPOSIT-SR60/NASON	1,616.96
Vendor Total		2,890.98		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN		21,549.94		
RIVERSIDE CONSTRUCTION COMPANY, INC				
			Remit to: RIVERSIDE	CA
10/12/2011	111006	3,570.42	RETENTN PMT PER ESCRW AGREEMNT	3,570.42
10/25/2011	111010	4,210.25	RETENTN PMT PER ESCRW AGREEMNT	4,210.25
10/25/2011	111011	318.54	RETENTN PMT PER ESCRW AGREEMNT	318.54
10/25/2011	111012	88.46	RETENTN PMT PER ESCRW AGREEMNT	88.46
Vendor Total		8,187.67		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC		1,130,702.47		



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RIVERSIDE COUNTY ASSESSOR				
			<u>Remit to:</u> RIVERSIDE	CA
10/10/2011	209853	45.00		
			PARCEL MAP COPY SVCS	5.25
			PARCEL MAP COPY SVCS	5.25
			PARCEL MAP COPY SVCS	5.25
			PARCEL MAP COPY SVCS	5.25
			PARCEL MAP COPY SVCS	4.50
			PARCEL MAP COPY SVCS	4.50
			PARCEL MAP COPY SVCS	4.50
			PARCEL MAP COPY SVCS	4.50
			PARCEL MAP COPY SVCS	1.50
			PARCEL MAP COPY SVCS	1.50
			PARCEL MAP COPY SVCS	1.50
			PARCEL MAP COPY SVCS	1.50
			PARCEL MAP COPY SVCS	1.50
			PARCEL MAP COPY SVCS	1.50
10/24/2011	209992	18.00		
			PARCEL MAP COPY SVCS	4.50
			PARCEL MAP COPY SVCS	4.50
			PARCEL MAP COPY SVCS	4.50
			PARCEL MAP COPY SVCS	4.50
Vendor Total		63.00		
FYTD for RIVERSIDE COUNTY ASSESSOR		63.00		
RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
			<u>Remit to:</u> RIVERSIDE	CA
10/10/2011	209854	218.54		
			RADIO LEASE/MAINT-TECH SVCS	174.78
			RADIO LEASE/MAINT-TECH SVCS	9.71
			RADIO LEASE/MAINT-TECH SVCS	34.05
10/17/2011	209931	1,300.65		
			RADIO SVCS FOR PD MOTORCYCLES	1,300.65
10/24/2011	209993	218.54		
			RADIO LEASE/MAINT-TECH SVCS	174.78
			RADIO LEASE/MAINT-TECH SVCS	9.71
			RADIO LEASE/MAINT-TECH SVCS	34.05
10/31/2011	210093	30.01		
			VPN CONNECTION SVCS-TECH SVCS	30.01
Vendor Total		1,767.74		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		7,128.78		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
			<u>Remit to:</u> RIVERSIDE	CA
10/31/2011	210094	137.00		
			REGISTR. FEE INCREASES	15.00
			REGISTR. FEE INCREASES	15.00
			REGISTR. FEE INCREASES	15.00
			REG.-INFORMANT MGMT COURSE	92.00
Vendor Total		137.00		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		4,388.00		



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RIVERSIDE COUNTY SHERIFF COURT SERVICES				
			<u>Remit to:</u> RIVERSIDE CA	
10/10/2011	209855	659.27		
			GARNISHMENT	141.31
			GARNISHMENT	517.96
10/24/2011	209994	1,324.74		
			GARNISHMENT	1,324.74
Vendor Total		1,984.01		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		6,823.30		
RIVERSIDE COUNTY SHERIFF MV				
			<u>Remit to:</u> MORENO VALLEY CA	
10/17/2011	209932	16,775.98		
			CONTRACT SVCS-OTS GRANT OVRTME	1,785.78
			CONTRACT SVCS-OTS GRANT OVRTME	1,992.12
			PD EXTRADUTY-SOBRIETY CKPT	12,682.93
			PD EXTRADUTY-SOBRIETY CKPT	315.15
10/24/2011	209995	12,773.41		
			CONTRCT OVRTME-OTS GRNT#AL1141	1,449.45
			CONTRACT SVCS-OTS GRNT#AL1104	3,041.48
			CONTRACT SVCS-JAG GRANT-BP#2	7,263.28
			CONTRACT SVCS-JAG GRANT-BP#2	444.80
			CONTRACT SVCS-JAG GRANT-BP#1	574.40
10/31/2011	210095	2,331.61		
			EXTRA POLICE DUTY-RANCHO VERDE	2,254.26
			EXTRA POLICE DUTY-RANCHO VERDE	77.35
Vendor Total		31,881.00		
FYTD for RIVERSIDE COUNTY SHERIFF MV		78,558.20		
RIVERSIDE RUBBER STAMP & ENGRAVING				
			<u>Remit to:</u> RIVERSIDE CA	
10/10/2011	883756	18.81		
			MAXLIGHT PRE-INK STAMP	14.21
			SHIPPING & HANDLING	3.50
			CA SALES TAX	1.10
Vendor Total		18.81		
FYTD for RIVERSIDE RUBBER STAMP & ENGRAVING		78.87		
RLZ ENGINEERING				
			<u>Remit to:</u> CORONA CA	
10/3/2011	883695	8,943.50		
			PROF CONSULTANT STAFFING SVCS	8,943.50
Vendor Total		8,943.50		
FYTD for RLZ ENGINEERING		19,173.50		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RMA GROUP				
			<u>Remit to:</u> RANCHO CUCAMONGA CA	
10/17/2011	209933	14,333.92		
			SR-60/NASON ST INTRCHNG PROJ	12,689.82
			SR-60/NASON ST INTRCHNG PROJ	1,644.10
Vendor Total		14,333.92		
FYTD for RMA GROUP		51,422.97		
RODRIGUEZ, DAVID				
			<u>Remit to:</u> MORENO VALLEY CA	
10/24/2011	209996	96.00		
			REFUND-CANCELLED CONTRCT CLASS	96.00
Vendor Total		96.00		
FYTD for RODRIGUEZ, DAVID		96.00		
RODRIGUEZ, JEANETTE				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883696	323.40		
			INSTRUCTOR SVCS-TENNIS/JR-BEG.	248.80
			INSTRUCTOR SVCS-TENNIS/JR-BEG.	74.60
Vendor Total		323.40		
FYTD for RODRIGUEZ, JEANETTE		1,074.60		
ROGERS, EUGENE				
			<u>Remit to:</u> PEBBLE BEACH CA	
10/3/2011	883697	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for ROGERS, EUGENE		1,274.92		
ROSENBERG, MARCHE				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209747	75.00		
			REFUND-SN DEPOSIT	75.00
Vendor Total		75.00		
FYTD for ROSENBERG, MARCHE		95.00		
ROSS, DAVID T.				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883698	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for ROSS, DAVID T.		1,274.92		
ROSSON, LOUIS A.				
			<u>Remit to:</u> PERRIS CA	
10/3/2011	883699	174.30		
			RETIREE MED OCT '11	174.30
Vendor Total		174.30		
FYTD for ROSSON, LOUIS A.		986.70		



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ROWE, DIANNE				
			<u>Remit to:</u> MORENO VALLEY CA	
10/31/2011	210096	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for ROWE, DIANNE		20.00		
RUIZ, DAVID				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209856	65.00	REFUND-TIME FOR TOTS PRGM	65.00
Vendor Total		65.00		
FYTD for RUIZ, DAVID		65.00		
RUSSO, JOHN				
			<u>Remit to:</u> RANCHO MIRAGE CA	
10/3/2011	883700	229.88	RETIREE MED OCT '11	229.88
Vendor Total		229.88		
FYTD for RUSSO, JOHN		919.52		
RYMAX ELECTRIC, INC.				
			<u>Remit to:</u> UPLAND CA	
10/10/2011	209857	625.00	LIGHTING MAINT-ZONE E-1	125.00
			LIGHTING MAINT-ZONE E-2	125.00
			LIGHTING MAINT-ZONE E-3	125.00
			LIGHTING MAINT-ZONE E-7	125.00
			LIGHTING MAINT-ZONE M	125.00
10/24/2011	209997	297.69	LIGHTING REPAIRS-ZONE E-3	137.85
			LIGHTING REPAIRS-ZONE E-1	89.84
			LIGHTING REPAIRS-ZONE E-7	70.00
Vendor Total		922.69		
FYTD for RYMAX ELECTRIC, INC.		4,621.41		
S & S CONSTRUCTION				
			<u>Remit to:</u> GRAND TERRACE CA	
10/17/2011	209934	6,130.00	INSTALL DISABLED PARKING STALL	5,580.00
			INSTALL DISABLED PARKING STALL	550.00
Vendor Total		6,130.00		
FYTD for S & S CONSTRUCTION		6,130.00		
SA ASSOCIATES				
			<u>Remit to:</u> ARCADIA CA	
10/10/2011	883757	6,000.00	PROF CONSULTANT STAFFING SVCS	6,000.00
Vendor Total		6,000.00		
FYTD for SA ASSOCIATES		25,425.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SABRE LIGHTING AND SIGNS				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209748	940.00	MAKE & INSTALL ADDRESS BOX-PSB	940.00
Vendor Total		940.00		
FYTD for SABRE LIGHTING AND SIGNS		1,265.00		
SAFEWAY SIGN CO.				
			<u>Remit to:</u> ADELANTO CA	
10/10/2011	883758	1,345.80	TRAFFIC SIGNS/HARDWARE/POSTS	1,345.80
Vendor Total		1,345.80		
FYTD for SAFEWAY SIGN CO.		4,754.04		
SALMAN, CLAUDIA				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209749	120.00	INSTRUCTOR SVCS-LATIN ZUMBA	120.00
Vendor Total		120.00		
FYTD for SALMAN, CLAUDIA		480.00		
SALVATION ARMY				
			<u>Remit to:</u> MORENO VALLEY CA	
10/31/2011	210097	50.00	INAUGURAL APPREC. EVENT TICKET	50.00
Vendor Total		50.00		
FYTD for SALVATION ARMY		4,870.00		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP				
			<u>Remit to:</u> SAN BERNARDINO CA	
10/3/2011	883701	143.57	FIRE EXTINGUISHER SVC/PARTS	59.26
			FIRE EXTINGUISHER SVC	25.00
			FIRE EXTINGUISHER SVC/PARTS	59.31
10/24/2011	883818	345.48	FIRE EXTINGUISHER SVC/PARTS	345.48
Vendor Total		489.05		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP		549.05		
SAN BERNARDINO CO. SHERIFF DEPT				
			<u>Remit to:</u> SAN BERNARDINO CA	
10/17/2011	209935	275.00	POLYGRAPH SVCS FOR PD	275.00
Vendor Total		275.00		
FYTD for SAN BERNARDINO CO. SHERIFF DEPT		275.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SAN MARCOS KENNELS RESCUE				
			Remit to: SAN MARCOS	CA
10/10/2011	209858	75.00		
			REFUND-SPAY NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for SAN MARCOS KENNELS RESCUE		75.00		
SANO ATTORNEY SERVICE				
			Remit to: RIVERSIDE	CA
10/24/2011	209998	55.00		
			SERVICE OF PROCESS-RE:JAUREGUI	55.00
Vendor Total		55.00		
FYTD for SANO ATTORNEY SERVICE		55.00		
SANTA'S TREELAND				
			Remit to: MURRIETA	CA
10/31/2011	210098	120.00		
			REFUND-PERMIT FEE 80%	120.00
Vendor Total		120.00		
FYTD for SANTA'S TREELAND		120.00		
SBR MANAGEMENT, LLC				
			Remit to: RIVERISIDE	CA
10/31/2011	210099	45.00		
			REFUND-BUS. LIC OVRPMT	45.00
Vendor Total		45.00		
FYTD for SBR MANAGEMENT, LLC		45.00		
SCHIEFELBEIN, LORI C.				
			Remit to: BULLHEAD CITY	AZ
10/3/2011	209750	318.73		
			RETIREE MED OCT '11	318.73
10/24/2011	209999	1,127.50		
			CONSULTANT SVCS-ROT. TOW PRGM	1,127.50
Vendor Total		1,446.23		
FYTD for SCHIEFELBEIN, LORI C.		1,764.96		
SECRETARY OF STATE				
			Remit to: SACRAMENTO	CA
10/17/2011	209936	40.00		
			COMMISSION FEE FOR NOTARY	40.00
Vendor Total		40.00		
FYTD for SECRETARY OF STATE		40.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SECTRAN SECURITY, INC				
			Remit to: LOS ANGELES	CA
10/31/2011	210100	477.00		
			ARMORED TRANSPORT SVCS-CASHIER	159.00
			ARMORED TRANSPORT SVCS-UTILITY	159.00
			ARMORED TRANSPORT SVCS-PARKS	159.00
Vendor Total		477.00		
FYTD for SECTRAN SECURITY, INC		2,385.00		
SECURITY LOCK & KEY				
			Remit to: YUCAIPA	CA
10/3/2011	883703	360.88		
			DUPLICATE KEYS-ANIMAL SHELTER	29.95
			LOCK REPAIR-LIBRARY	15.00
			TRIP CHRГ-LIBRARY LOCK REPAIR	45.00
			DUPLICATE KEYS-FACILITIES	85.93
			LABOR-REWIRE EOC KITCHEN DOOR	185.00
10/24/2011	883819	54.64		
			LOCKS FOR ELEVATOR-EOC	45.00
			LOCKS FOR ELEVATOR-EOC	9.64
10/31/2011	883852	1,939.50		
			DEADBOLT/LEV LOCKSETS INSTALL.	1,800.00
			CA SALES TAX	139.50
Vendor Total		2,355.02		
FYTD for SECURITY LOCK & KEY		4,022.68		
SHARRETT, SHARON K.				
			Remit to: ONTARIO	CA
10/3/2011	209751	174.30		
			RETIREE MED OCT '11	174.30
Vendor Total		174.30		
FYTD for SHARRETT, SHARON K.		697.20		
SHELDON, STUART H.				
			Remit to: MURRIETA	CA
10/3/2011	209752	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for SHELDON, STUART H.		1,274.92		
SHELL OIL CO.				
			Remit to: COLUMBUS	OH
10/10/2011	209859	29.00		
			FUEL PURCHASE-ANIMAL SVCS	29.00
10/31/2011	210101	19.09		
			FUEL PURCHASE-MAINT & OPS	19.09
Vendor Total		48.09		
FYTD for SHELL OIL CO.		5,293.09		



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SHPIGLER GROUP, THE				
10/24/2011	210000	7,352.30	Remit to: MONTEBELLO NY SMART GRID OPER CONSULTING-MVU	7,352.30
Vendor Total		7,352.30		
FYTD for SHPIGLER GROUP, THE		7,352.30		
SIEBOLD, CINDY				
10/31/2011	210102	50.00	Remit to: MORENO VALLEY CA REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for SIEBOLD, CINDY		50.00		
SINGER & COFFIN, APC				
10/10/2011	883760	1,068.85	Remit to: IRVINE CA LEGAL SVCS LEGAL SVCS	54.00 1,014.85
Vendor Total		1,068.85		
FYTD for SINGER & COFFIN, APC		11,933.70		
SIO, BILLY				
10/31/2011	210103	0.00	Remit to: MORENO VALLEY CA REFUND-CANCELLED CONTRCT CLASS VOIDED CHECK #210103 - 11/9/11	62.00 -62.00
Vendor Total		0.00		
FYTD for SIO, BILLY		0.00		
SKY PUBLISHING				
10/10/2011	209860	1,714.00	Remit to: MORENO VALLEY CA SHOP MOVAL ADVERTISING SHOP MOVAL ADVERTISING	857.00 857.00
10/31/2011	210104	1,485.00	ADVERTISEMENT FOR RECYC PRGM	1,485.00
Vendor Total		3,199.00		
FYTD for SKY PUBLISHING		19,837.52		
SKY TRAILS MOBILE VILLAGE				
10/17/2011	883787	73.71	Remit to: LOS ANGELES CA REFUND-UTIL USER TAXES	73.71
Vendor Total		73.71		
FYTD for SKY TRAILS MOBILE VILLAGE		260.27		



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SLAGERMAN, SUSAN A.				
10/3/2011	883704	318.73	Remit to: MORENO VALLEY CA RETIREE MED SEP '11, PD OCT '1	318.73
Vendor Total		318.73		
FYTD for SLAGERMAN, SUSAN A.		1,274.92		
SLP COMMUNICATIONS				
10/31/2011	210105	35.00	Remit to: RANCHO CUCAMONGA CA 11/10/11 TOP CHAMBER LUNCHEON	35.00
Vendor Total		35.00		
FYTD for SLP COMMUNICATIONS		35.00		
SMITH FLOORS & INSTALLATIONS				
10/31/2011	883853	1,020.00	Remit to: RIVERSIDE CA CARPET REPAIRS @ CITY HALL	1,020.00
Vendor Total		1,020.00		
FYTD for SMITH FLOORS & INSTALLATIONS		1,020.00		
SMITH, MARIA A.				
10/3/2011	883705	318.73	Remit to: MORENO VALLEY CA RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for SMITH, MARIA A.		1,274.92		
SO CAL SIGN SOLUTIONS				
10/17/2011	209937	231.56	Remit to: MONTCLAIR CA CUSTOM SIGN FABRICAT. FOR EOC CA SALES TAX	225.00 6.56
Vendor Total		231.56		
FYTD for SO CAL SIGN SOLUTIONS		231.56		
SOCAL ENGINEERS, INC.				
10/3/2011	209753	22,132.48	Remit to: IRVINE CA TRAF SIG-SUNNYMD RNCH PKWY RETENT RLS-SUNNYMD RNCH T.S. RETENT RLS-SUNNYMD RNCH T.S.	2,376.00 19,492.48 264.00
Vendor Total		22,132.48		
FYTD for SOCAL ENGINEERS, INC.		41,274.41		



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SOCO GROUP, INC				
			<u>Remit to:</u> PERRIS	CA
10/24/2011	883821	22,312.11		
			FUEL PURCH-CITY VEHICLES/EQUIP	7,751.42
			FUEL PURCH-CITY VEHICLES/EQUIP	6,798.57
			FUEL PURCH-CITY VEHICLES/EQUIP	7,762.12
	Vendor Total	22,312.11		
FYTD for SOCO GROUP, INC		125,439.86		
SODEN ENTERPRISES, INC. DBA EASY YOGA				
			<u>Remit to:</u> MORENO VALLEY	CA
10/3/2011	209754	129.00		
			INSTRUCTOR SVCS-YOGA CLASS	129.00
	Vendor Total	129.00		
FYTD for SODEN ENTERPRISES, INC. DBA EASY YOGA		361.20		
SOLANO, RICARDO				
			<u>Remit to:</u> MORENO VALLEY	CA
10/31/2011	210106	850.00		
			REFUND-SECURITY SVCS	100.00
			REFUND-RNTL DEP 10/15/11 EVENT	750.00
	Vendor Total	850.00		
FYTD for SOLANO, RICARDO		850.00		
SOLOMON, MARTHA				
			<u>Remit to:</u> PERRIS	CA
10/3/2011	209755	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	20.00		
FYTD for SOLOMON, MARTHA		20.00		
SOLOMON, MINNIE ELOIS				
			<u>Remit to:</u> PALMDALE	CA
10/31/2011	210107	115.00		
			REFUND-CITATION OVRPMT	115.00
	Vendor Total	115.00		
FYTD for SOLOMON, MINNIE ELOIS		115.00		
SORG, A. PAUL/KAREN				
			<u>Remit to:</u> MORENO VALLEY	CA
10/31/2011	210108	50.00		
			REFUND-TRAP DEPOSIT	50.00
	Vendor Total	50.00		
FYTD for SORG, A. PAUL/KAREN		50.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOSA, HUGO				
			<u>Remit to:</u> ELK GROVE CA	
10/3/2011	209756	810.00		
			INSTRUCTOR SVCS-KARATEDO CLASS	360.00
			INSTRUCTOR SVCS-KARATEDO CLASS	450.00
Vendor Total		810.00		
FYTD for SOSA, HUGO		1,380.00		
SOUTH COAST AIR QUALITY MGMT DISTRICT				
			<u>Remit to:</u> DIAMOND BAR CA	
10/24/2011	210001	303.56		
			EMISSION-ELEC GEN-DIESEL-A/S	303.56
10/24/2011	210002	112.85		
			FY11/12 FLAT FEE-A/S EMISSIONS	112.85
10/31/2011	210109	2,123.92		
			PERMIT PROC FEE-INITIAL APPLIC	2,123.92
10/31/2011	210110	2,123.92		
			PERMIT PROC FEE-INITIAL APPLIC	2,123.92
Vendor Total		4,664.25		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT		5,913.08		



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SOUTHERN CALIFORNIA EDISON			<u>Remit to:</u> ROSEMEAD	CA
10/3/2011	209758	7,522.16		
			ELECTRICITY	621.79
			ELECTRICITY	746.36
			ELECTRICITY	148.27
			ELECTRICITY	45.95
			ELECTRICITY	23.56
			ELECTRICITY	102.51
			ELECTRICITY	1,267.24
			ELECTRICITY	1,341.70
			ELECTRICITY	193.70
			ELECTRICITY	397.49
			ELECTRICITY	1,361.39
			ELECTRICITY	150.60
			ELECTRICITY	857.39
			ELECTRICITY	209.84
			ELECTRICITY	54.37
10/10/2011	209861	8,051.91		
			ELECTRICITY	74.51
			ELECTRICITY	203.99
			ELECTRICITY	1,434.00
			ELECTRICITY	738.91
			ELECTRICITY	2,358.40
			ELECTRICITY	833.90
			ELECTRICITY	1,003.19
			ELECTRICITY	301.70
			ELECTRICITY	25.50
			ELECTRICITY	789.67
			ELECTRICITY	116.69
			ELECTRICITY	98.68
			ELECTRICITY	72.77
10/24/2011	210003	9,013.04		
			ELECTRICITY-ZONE M	21.76
			ELECTRICITY	69.91
			ELECTRICITY	519.02
			ELECTRICITY	1,132.74
			ELECTRICITY	4,607.10
			ELECTRICITY	1,427.17
			ELECTRICITY	43.53
			ELECTRICITY	22.27
			ELECTRICITY	325.69
			ELECTRICITY	461.68
			ELECTRICITY	25.64
			ELECTRICITY	69.33
			ELECTRICITY	106.12
			ELECTRICITY	181.08
10/24/2011	210004	14,939.52		
			RELIABILITY SERVICE	324.95
			IFA CHARGES-SUBSTATION	14,146.73
			ELECTRIC CHARGES	467.84
10/31/2011	210111	23,066.65		
			ELECTRICITY	5,151.45



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	4,465.07
			ELECTRICITY	18.93
			ELECTRICITY	1,833.21
			ELECTRICITY	4,339.05
			ELECTRICITY	45.19
			ELECTRICITY	3,815.77
			ELECTRICITY	60.39
			ELECTRICITY	44.80
			ELECTRICITY	1,342.23
			ELECTRICITY	300.68
			ELECTRICITY	384.26
			ELECTRICITY	500.41
			ELECTRICITY	121.98
			ELECTRICITY	180.56
			ELECTRICITY	145.80
			ELECTRICITY	30.58
			ELECTRICITY	98.91
			ELECTRICITY	112.46
			ELECTRICITY	46.92
			ELECTRICITY	28.00

Vendor Total **62,593.28**

FYTD for SOUTHERN CALIFORNIA EDISON	1,014,152.12
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SOUTHERN CALIFORNIA EDISON CO.

Remit to: **ROMOLAND CA**

10/10/2011 209862 3,529.23

RELOCATE FACIL-SR60/NASON PROJ 3,529.23

Vendor Total **3,529.23**

FYTD for SOUTHERN CALIFORNIA EDISON CO.	3,529.23
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SOUTHERN CALIFORNIA GAS CO.

Remit to: **MONTEREY PARK CA**

10/17/2011 209939 3,478.43

GAS CHARGES	195.97
GAS CHARGES	2,275.50
GAS CHARGES	14.30
GAS CHARGES	14.30
GAS CHARGES	261.30
GAS CHARGES	78.25
GAS CHARGES	18.41
GAS CHARGES	131.31
GAS CHARGES	64.97
GAS CHARGES	64.29
GAS CHARGES	43.93
GAS CHARGES	53.79
GAS CHARGES	64.87
GAS CHARGES	85.10
GAS CHARGES	22.91
GAS CHARGES	89.23

Vendor Total **3,478.43**

FYTD for SOUTHERN CALIFORNIA GAS CO.	14,159.59
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SPARKLETTS				
			<u>Remit to:</u> DALLAS TX	
10/10/2011	209863	86.78		
			WATER SERVICE-CREEKSIDE ELEM.	13.84
			WATER SERVICE-ARMADA & BETHUNE	72.94
10/17/2011	209940	5.00		
			WATER SERVICE-GOLF COURSE	5.00
10/24/2011	210005	9.00		
			WATER SERVICE-EMERG MGMT SVCS	4.50
			WATER SERVICE-EMERG MGMT SVCS	4.50
10/31/2011	210112	67.32		
			WATER SERVICE-SUNNYMD ELEM.	23.99
			WATER SERVICE-CREEKSIDE ELEM.	16.69
			WATER SERVICE-ARMADA ELEM.	21.64
			WATER SERVICE-GOLF COURSE	5.00
	Vendor Total	168.10		
FYTD for SPARKLETTS		310.12		
SPECK, GARY B.				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883707	318.73		
			RETIREE MED OCT '11	318.73
	Vendor Total	318.73		
FYTD for SPECK, GARY B.		1,274.92		
SPENCER, MARTHA				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	883708	229.88		
			RETIREE MED OCT '11	229.88
	Vendor Total	229.88		
FYTD for SPENCER, MARTHA		919.52		
SPRINT				
			<u>Remit to:</u> KANSAS CITY MO	
10/3/2011	209759	60.00		
			SUBPOENA COMPLNCE-MV111830013	30.00
			SUBPOENA COMPLNCE-MV112060035	30.00
	Vendor Total	60.00		
FYTD for SPRINT		120.00		
STAFFORD CRIME SCENE CLEAN UP				
			<u>Remit to:</u> BEAUMONT CA	
10/31/2011	210113	1,000.00		
			BIO-HAZ CLEANING-TRAF FATALITY	1,000.00
	Vendor Total	1,000.00		
FYTD for STAFFORD CRIME SCENE CLEAN UP		1,000.00		



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STANDARD INSURANCE CO				
			Remit to: PORTLAND	OR
10/3/2011	209760	1,786.25		
			SUPPLEMENTAL INSURANCE	1,786.25
Vendor Total		1,786.25		

FYTD for STANDARD INSURANCE CO	120,055.44
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STANLEY CONVERGENT SECURITY SOLUTNS, INC				
			Remit to: RIVERSIDE	CA
10/3/2011	883709	1,227.83		
			MONITORING SVCS-MARCH FLD PARK	102.44
			MONITORING SVCS-MARCH FLD PARK	2.56
			MONITORING SVCS-EOC	110.00
			MONITORING SVCS-CONF & REC CTR	492.00
			MONITORING SVCS-PUB SFTY BLDG	194.85
			MONITORING SVCS-ANNEX BLDG 1	105.00
			MONITORING SVCS-TOWNGATE C.C.	220.98
10/10/2011	883761	252.00		
			MONITORING SVCS-T.S. ANNEX	105.00
			MONITORING SVCS-SP DIST ANNEX	147.00
10/24/2011	883822	175.00		
			ALARM SYSTEM SERVICE-EOC	175.00
10/31/2011	883854	1,710.05		
			MONITORING SVCS-RED MAPLE	354.00
			MONITORING SVCS-GANG TSK FORCE	99.00
			MONITORING SVCS-EOC	110.00
			MONITORING SVCS-TS ANNEX	234.00
			MONITORING SVCS-CITY HALL	376.50
			MONITORING SVCS-LIBRARY	329.55
			MONITORING SVCS-ANNEX BLDG 1	207.00
Vendor Total		3,364.88		

FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC	11,928.19
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STATE BOARD OF EQUALIZATION				
			Remit to: SACRAMENTO	CA
10/31/2011	210114	9,868.07		
			ELECTRICAL ENERGY SURCHARGE	9,868.07
10/28/2011	93011	1,723.00		
			SALES & USE TAX-3RD QTR 2011	1,723.00
Vendor Total		11,591.07		

FYTD for STATE BOARD OF EQUALIZATION	28,531.32
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STATE DISBURSEMENT UNIT				
			Remit to: WEST SACRAMENTO CA	
10/6/2011	2934	1,701.00	CHILD SUPPORT W/H 10/6/11	1,701.00
10/13/2011	2944	1,901.21	CHILD SUPPORT W/H 10/13/11	1,901.21
10/26/2011	210022	192.00	REMIT ID: FAMRS701656-J. COSEY	192.00
10/27/2011	2952	1,887.02	CHILD SUPPORT W/H 10/27/11	1,887.02
Vendor Total		5,681.23		
FYTD for STATE DISBURSEMENT UNIT		17,821.92		
STATE OF CALIFORNIA DEPT. OF JUSTICE				
			Remit to: SACRAMENTO CA	
10/3/2011	209761	4,582.00	FINGERPRINTING SVCS-PD	32.00
			FINGERPRINTING SVCS-PD	76.00
			FINGERPRINTING SVCS-PD	4,474.00
10/17/2011	209941	175.00	BLOOD ALCOHOL ANALYSIS FOR PD	35.00
			BLOOD ALCOHOL ANALYSIS FOR PD	70.00
			BLOOD ALCOHOL ANALYSIS FOR PD	70.00
Vendor Total		4,757.00		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		20,861.00		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV				
			Remit to: SACRAMENTO CA	
10/24/2011	210006	294.41	REFUND-MVU/BRANDIN CESAR	294.41
Vendor Total		294.41		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		591.63		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
			Remit to: CORONA CA	
10/17/2011	209942	5,899.52	Dictation & Transcription SVCS	2,325.44
			Dictation & Transcription SVCS	1,690.72
			Dictation & Transcription SVCS	1,883.36
Vendor Total		5,899.52		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		8,188.48		
STEWART, CLIFFORD				
			Remit to: GLENDALE AZ	
10/3/2011	883710	267.88	RETIREE MED OCT '11	267.88
Vendor Total		267.88		
FYTD for STEWART, CLIFFORD		1,071.52		



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STK ARCHITECTURE, INC.				
			<u>Remit to:</u> TEMECULA	CA
10/17/2011	883788	17,831.35		
			MORRISON PARK FIRE STN PROJ	17,831.35
Vendor Total		17,831.35		
FYTD for STK ARCHITECTURE, INC.		81,397.76		
STRADLING, YOCCA, CARLSON & RAUTH				
			<u>Remit to:</u> NEWPORT BEACH	CA
10/10/2011	209865	5,668.30		
			LEGAL SVCS	2,425.30
			LEGAL SVCS	500.00
			LEGAL SVCS	2,468.00
			LEGAL SVCS	275.00
10/24/2011	210007	2,425.63		
			LEGAL SVCS	1,650.63
			LEGAL SVCS	775.00
Vendor Total		8,093.93		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH		25,622.15		
STRICKLER ASSOCIATION, THE				
			<u>Remit to:</u> SAN BERNARDINO	CA
10/17/2011	883789	2,470.00		
			CONSULTING SVCS-EDD	2,470.00
Vendor Total		2,470.00		
FYTD for STRICKLER ASSOCIATION, THE		8,953.75		
STRICKLER II, JOHN W.				
			<u>Remit to:</u> SAN BERNARDINO	CA
10/3/2011	883711	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for STRICKLER II, JOHN W.		1,274.92		
SUNNYMEAD ACE HARDWARE				
			<u>Remit to:</u> MORENO VALLEY	CA
10/3/2011	209762	43.08		
			MISC SUPPLIES-FIRE DEPT	16.15
			MISC SUPPLIES-FIRE DEPT	26.93
10/10/2011	209866	68.30		
			MISC SUPPLIES-PD	68.30
10/31/2011	210115	44.64		
			MISC SUPPLIES-FIRE DEPT	10.72
			MISC SUPPLIES-PD	33.92
Vendor Total		156.02		
FYTD for SUNNYMEAD ACE HARDWARE		773.20		



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SYSTEMS SOURCE, INC.				
			Remit to: IRVINE	CA
10/3/2011	209763	660.00	REPAIRS TO DMGD OVERHEADS, ETC	660.00
Vendor Total		660.00		
FYTD for SYSTEMS SOURCE, INC.		660.00		
TAITANO, DAVID/SARA				
			Remit to: MORENO VALLEY	CA
10/3/2011	209764	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for TAITANO, DAVID/SARA		20.00		
TAX COMPLIANCE SERVICES				
			Remit to: THOUSAND OAKS	CA
10/31/2011	210116	5,000.00	UUT COMPLIANCE & AUDIT SVCS	5,000.00
Vendor Total		5,000.00		
FYTD for TAX COMPLIANCE SERVICES		27,500.00		
TECHNOFIT, INC.				
			Remit to: NORTH HILLS	CA
10/17/2011	209950	212.35	TREADMILL REPAIR-FIRE ST #2	175.00
			TREADMILL REPAIR-FIRE ST #2	37.35
Vendor Total		212.35		
FYTD for TECHNOFIT, INC.		387.35		
TEICHERT, RICHARD				
			Remit to: RIVERSIDE	CA
10/3/2011	209765	802.12	LODGING/PER DIEM-LCC CONF.	624.62
			LODGING/PER DIEM-LCC CONF.	177.50
10/10/2011	209867	0.00	TRAVEL EXP.-ERP PROJ TRNG	231.00
			TRAVEL EXP.-ERP PROJ TRNG	27.00
			VOIDED CHECK #209867 -10/12/11	-231.00
			VOIDED CHECK #209867 -10/12/11	-27.00
Vendor Total		802.12		
FYTD for TEICHERT, RICHARD		802.12		
THERMAL-COOL INC.				
			Remit to: RIVERSIDE	CA
10/24/2011	210008	165.00	A/C MAINTENANCE SVCS-FS#91	165.00
10/31/2011	210117	85.00	SERVICE OF AC UNIT-SUNNYMD PRK	85.00
Vendor Total		250.00		
FYTD for THERMAL-COOL INC.		3,596.14		



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THOMPSON COBURN LLP				
			Remit to: WASHINGTON	DC
10/17/2011	209951	4,323.66	LEGAL SVCS FOR MVU	4,323.66
Vendor Total		4,323.66		
FYTD for THOMPSON COBURN LLP		12,915.33		
THOMSON REUTERS INC				
			Remit to: ENCINO	CA
10/3/2011	209766	841.62	LEGAL PUBLICATIONS SUBSCRPTNS	841.62
10/31/2011	210118	617.44	LEGAL PUBLICATIONS SUBSCRPTNS	617.44
Vendor Total		1,459.06		
FYTD for THOMSON REUTERS INC		1,889.72		
TMAD TAYLOR & GAINES				
			Remit to: ONTARIO	CA
10/3/2011	209767	16,727.20	CITY HALL HVAC SYSTEM REDESIGN	3,812.20
			GENERATOR ANALYSIS/STUDY	12,915.00
Vendor Total		16,727.20		
FYTD for TMAD TAYLOR & GAINES		41,099.00		
TOMLINSON, CHANELLE				
			Remit to: MORENO VALLEY	CA
10/10/2011	209869	200.00	REFUND-9/10/11 RNTL DEPOSIT	200.00
Vendor Total		200.00		
FYTD for TOMLINSON, CHANELLE		200.00		
TREASURER, STATE OF NEW JERSEY				
			Remit to: TRENTON	NJ
10/31/2011	210119	59.00	REPORT-UNCLAIMED CHECKS	59.00
Vendor Total		59.00		
FYTD for TREASURER, STATE OF NEW JERSEY		59.00		
TRICHE, TARA				
			Remit to: MORENO VALLEY	CA
10/26/2011	210023	2,686.20	INSTRUCTOR SVCS-BALLET INTERMD	88.80
			INSTRUCTOR SVCS-BALLET	510.60
			INSTRUCTOR SVCS-BALLET/ACRO	466.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	399.60
			INSTRUCTOR SVCS-DANCE EXPLOR.	355.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	355.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	244.20
			INSTRUCTOR SVCS-HIP HOP DANCE	266.40
Vendor Total		2,686.20		
FYTD for TRICHE, TARA		9,634.80		



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TRI-CITY LINEN SUPPLY, INC.				
			<u>Remit to:</u> RIVERSIDE CA	
10/10/2011	209878	78.95		
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
			LINEN SVCS FOR EVENT-CTR#19782	28.95
10/31/2011	883855	25.00		
			LINEN RENTAL FOR CRC	25.00
Vendor Total		103.95		
FYTD for TRI-CITY LINEN SUPPLY, INC.		453.95		
TROPICAL PLAZA NURSERY, INC.				
			<u>Remit to:</u> VILLA PARK CA	
10/24/2011	210009	16,484.38		
			LANDSCAPE MAINT-ZONE E-2	15,700.00
			LANDSCAPE MAINT-ZONE E-2	784.38
10/31/2011	210120	6,086.12		
			LANDSCAPE MAINT-ZONE E-2	6,086.12
Vendor Total		22,570.50		
FYTD for TROPICAL PLAZA NURSERY, INC.		72,413.61		
TROXELL, JIM				
			<u>Remit to:</u> MORENO VALLEY CA	
10/3/2011	209768	100.00		
			REFUND-ADMIN CITATION	100.00
Vendor Total		100.00		
FYTD for TROXELL, JIM		100.00		
TRUGREEN LANDCARE				
			<u>Remit to:</u> RIVERSIDE CA	
10/3/2011	883712	18,679.54		
			LNDSCP MAINT-ZONE M	5,532.72
			ADDTL LANDSCAPE WORK-ZONE E-4	355.00
			IRRIGATION REPAIRS-ZONE E-4	152.08
			LNDSCP MAINT-ZONE M	5,532.72
			LNDSCP MAINT-ZONE DSG-1/10	6,721.28
			IRRIGATION REPAIRS-ZONE E-4	170.23
			VANDALISM REPAIRS-ZONE E-4	215.51
10/31/2011	883856	220.00		
			CEMENT PAD INSTALL-BACKFLOW CS	220.00
Vendor Total		18,899.54		
FYTD for TRUGREEN LANDCARE		104,797.31		
TUNTLAND, JAMES				
			<u>Remit to:</u> PRESCOTT AZ	
10/3/2011	883713	267.88		
			RETIREE MED OCT '11	267.88
Vendor Total		267.88		
FYTD for TUNTLAND, JAMES		1,071.52		



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TURF STAR, INC.				
			<u>Remit to:</u> SAN FRANCISCO	CA
10/24/2011	210010	77.76		
			MAINT. & REPAIR OF EQUIPMENT	77.76
Vendor Total		77.76		
FYTD for TURF STAR, INC.		77.76		
UNDERGROUND SERVICE ALERT				
			<u>Remit to:</u> CORONA	CA
10/3/2011	883714	486.00		
			DIGALERT TICKETS SUBSCRPTN SVC	121.50
			DIGALERT TICKETS SUBSCRPTN SVC	121.50
			DIGALERT TICKETS SUBSCRPTN SVC	121.50
			DIGALERT TICKETS SUBSCRPTN SVC	121.50
10/24/2011	883824	451.50		
			DIGALERT TICKETS SUBSCRPTN SVC	112.87
			DIGALERT TICKETS SUBSCRPTN SVC	112.88
			DIGALERT TICKETS SUBSCRPTN SVC	112.88
			DIGALERT TICKETS SUBSCRPTN SVC	112.87
Vendor Total		937.50		
FYTD for UNDERGROUND SERVICE ALERT		2,458.50		
UNION BANK OF CALIFORNIA				
			<u>Remit to:</u> SAN DIEGO	CA
10/3/2011	209769	291.67		
			INVESTMENT SAFEKEEPING SVCS	291.67
Vendor Total		291.67		
FYTD for UNION BANK OF CALIFORNIA		1,166.68		
UNITED ROTARY BRUSH CORP				
			<u>Remit to:</u> ESCONDIDO	CA
10/3/2011	883715	3,407.50		
			BROOM KITS FOR ST. SWEEPERS	746.33
			BROOM KITS FOR ST. SWEEPERS	823.26
			BROOM KITS FOR ST. SWEEPERS	453.02
			BROOM KITS FOR ST. SWEEPERS	519.82
			BROOM KITS FOR ST. SWEEPERS	865.07
10/24/2011	883825	1,918.64		
			BROOM KITS FOR ST. SWEEPERS	859.59
			BROOM KITS FOR ST. SWEEPERS	1,059.05
10/31/2011	883857	1,535.51		
			BROOM KITS-ST SWEEPER	1,535.51
Vendor Total		6,861.65		
FYTD for UNITED ROTARY BRUSH CORP		17,028.58		



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UNITED SITE SERVICES OF CA, INC.				
			Remit to: EL MONTE	CA
10/3/2011	883716	106.40	FENCE RENTAL-ANIMAL SHELTER	106.40
10/31/2011	883858	106.40	FENCE RENTAL-ANIMAL SHELTER	106.40
Vendor Total		212.80		
FYTD for UNITED SITE SERVICES OF CA, INC.		532.99		
UNITED STATES TREASURY				
			Remit to: CINCINNATI	OH
10/10/2011	209870	144.56	PAYROLL DEDUCTION AGREEMENT	144.56
10/24/2011	210011	88.65	PAYROLL DEDUCTION AGREEMENT	88.65
Vendor Total		233.21		
FYTD for UNITED STATES TREASURY		929.30		
UNITED WAY OF INLAND VALLEYS				
			Remit to: RIVERSIDE	CA
10/10/2011	209871	489.69	UNITED WAY CONTRIBUTIONS	489.69
10/24/2011	210012	489.69	UNITED WAY CONTRIBUTIONS	489.69
Vendor Total		979.38		
FYTD for UNITED WAY OF INLAND VALLEYS		4,417.21		
USA MOBILITY/ARCH WIRELESS				
			Remit to: ALEXANDRIA	VA
10/17/2011	883792	35.81	PAGER SVC FOR PARK RANGERS	1.81
			PAGER SVC FOR TRANSP. DIV	3.96
			PAGER SVC FOR ANIMAL SVCS	30.04
Vendor Total		35.81		
FYTD for USA MOBILITY/ARCH WIRELESS		145.54		
UTAH STATE TREASURER				
			Remit to: SALT LAKE CITY	UT
10/31/2011	210121	87.93	REPORT-UNCLAIMED CHECKS	87.93
Vendor Total		87.93		
FYTD for UTAH STATE TREASURER		87.93		
VA CONSULTING, INC.				
			Remit to: IRVINE	CA
10/3/2011	883717	1,076.62	AUTO MALL ST. IMPRVMENTS PROJ	1,076.62
Vendor Total		1,076.62		
FYTD for VA CONSULTING, INC.		9,881.52		



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VACATE PEST ELIMINATION COMPANY			<u>Remit to:</u> MORENO VALLEY	CA
10/10/2011	883764	1,480.00		
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-EOC	55.00
			PEST CNTRL-FIRE ST #6	45.00
			PEST CNTRL-UTIL. FIELD OFFICE	45.00
			PEST CNTRL-TOWNGATE COMM CTR	45.00
			PEST CNTRL-FIRE ST #58	45.00
			PEST CNTRL-FIRE ST #65	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-FIRE ST #2	45.00
			PEST CNTRL-FIRE ST #48	45.00
			PEST CNTRL-FIRE ST #91	45.00
			PEST CNTRL-TRANSP. TRAILER	45.00
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-PUB SAFETY BLDG	75.00
			PEST CNTRL-MARB ASES BLDG	45.00
			PEST CNTRL-MARCH FLD PRK C.C.	45.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
10/17/2011	883793	50.00		
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
10/24/2011	883826	90.00		
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
Vendor Total		1,620.00		
FYTD for VACATE PEST ELIMINATION COMPANY		7,930.00		
VALERA, CLAUDIA			<u>Remit to:</u> PERRIS	CA
10/10/2011	209872	17.50		
			REFUND-CHILD'S PLACE PRGM	17.50
Vendor Total		17.50		
FYTD for VALERA, CLAUDIA		17.50		



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VALI COOPER & ASSOCIATES, INC.				
			<u>Remit to:</u> POINT RICHMOND CA	
10/10/2011	883765	15,015.00		
			PROF CONSULTANT STAFFING SVCS	6,615.00
			PROF CONSULTANT STAFFING SVCS	8,400.00
	Vendor Total	15,015.00		
FYTD for VALI COOPER & ASSOCIATES, INC.		37,835.00		
VAS ASSOCIATES, INC.				
			<u>Remit to:</u> CORONA CA	
10/3/2011	883718	22,680.00		
			PROF CONSULTANT STAFFING SVCS	22,680.00
10/17/2011	883794	20,160.00		
			PROF CONSULTANT STAFFING SVCS	20,160.00
	Vendor Total	42,840.00		
FYTD for VAS ASSOCIATES, INC.		93,600.00		
VAVRINEK, TRINE, DAY & CO., LLP				
			<u>Remit to:</u> SACRAMENTO CA	
10/10/2011	209873	5,490.00		
			CONSULTANT ACCOUNTING SVCS	5,490.00
	Vendor Total	5,490.00		
FYTD for VAVRINEK, TRINE, DAY & CO., LLP		44,590.00		
VERIZON				
			<u>Remit to:</u> TRENTON NJ	
10/24/2011	210013	1,728.19		
			BACKBONE CHARGES	1,728.19
	Vendor Total	1,728.19		
FYTD for VERIZON		6,914.40		
VERIZON CALIFORNIA				
			<u>Remit to:</u> DALLAS TX	
10/31/2011	210122	617.47		
			PHONE CHARGES-ERC	617.47
	Vendor Total	617.47		
FYTD for VERIZON CALIFORNIA		2,672.83		
VIALPANDO, PHIL				
			<u>Remit to:</u> MORENO VALLEY CA	
10/17/2011	209943	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	20.00		
FYTD for VIALPANDO, PHIL		20.00		



City of Moreno Valley

Check Register

For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VICTOR MEDICAL CO				
			<u>Remit to:</u> LAKE FOREST	CA
10/17/2011	209944	2,609.17		
			ANIMAL MEDICAL SUPPLIES	642.19
			ANIMAL MEDICAL SUPPLIES	642.19
			ANIMAL MEDICAL SUPPLIES	281.23
			ANIMAL MEDICAL SUPPLIES	401.37
			ANIMAL MEDICAL SUPPLIES	642.19
	Vendor Total	2,609.17		
FYTD for VICTOR MEDICAL CO		6,240.92		
VIGIL, ERNEST				
			<u>Remit to:</u> MORENO VALLEY	CA
10/3/2011	883719	318.73		
			RETIREE MED OCT '11	318.73
	Vendor Total	318.73		
FYTD for VIGIL, ERNEST		1,274.92		
VINCENT, CLARENCE				
			<u>Remit to:</u> MORENO VALLEY	CA
10/3/2011	209770	2,518.24		
			RETIREE MED JAN-AUG 11, PD OCT	2,518.24
	Vendor Total	2,518.24		
FYTD for VINCENT, CLARENCE		2,518.24		
VISION SERVICE PLAN				
			<u>Remit to:</u> SAN FRANCISCO	CA
10/3/2011	883720	3,982.38		
			EMPLOYEE VISION INSURANCE	3,982.38
	Vendor Total	3,982.38		
FYTD for VISION SERVICE PLAN		15,827.74		
VISTA PAINT CORPORATION				
			<u>Remit to:</u> MORENO VALLEY	CA
10/24/2011	210014	812.12		
			PAINT/SUPPLIES-GRAFFITI RMVL	330.20
			PAINT/SUPPLIES-GRAFFITI RMVL	130.60
			PAINT/SUPPLIES-GRAFFITI RMVL	279.55
			PAINT/SUPPLIES-GRAFFITI RMVL	71.77
	Vendor Total	812.12		
FYTD for VISTA PAINT CORPORATION		2,866.00		
VO, CHRISTOPHER				
			<u>Remit to:</u> FOUNTAIN VALLEY	CA
10/3/2011	209771	791.00		
			REFUND-ADMIN CITATION	791.00
	Vendor Total	791.00		
FYTD for VO, CHRISTOPHER		791.00		



City of Moreno Valley

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For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VON RAJCS, JORDON				
			Remit to: MORENO VALLEY	CA
10/10/2011	209874	75.00		
			REFUND-SPAY NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for VON RAJCS, JORDON		75.00		
VORTECH PHARMACEUTICALS, LTD				
			Remit to: DEARBORN	MI
10/17/2011	209945	2,952.92		
			SUPPLIES FOR ANIMAL SVCS	2,952.92
			SUPPLIES FOR ANIMAL SVCS	228.85
			SUPPLIES FOR ANIMAL SVCS	-228.85
Vendor Total		2,952.92		
FYTD for VORTECH PHARMACEUTICALS, LTD		2,952.92		
VOYAGER FLEET SYSTEM, INC.				
			Remit to: HOUSTON	TX
10/3/2011	883721	2,759.58		
			CNG FUEL PURCHASES	2,759.58
10/24/2011	883827	2,485.28		
			CNG FUEL PURCHASES	2,339.44
			CNG FUEL PURCHASES	145.84
Vendor Total		5,244.86		
FYTD for VOYAGER FLEET SYSTEM, INC.		10,418.50		



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For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VULCAN MATERIALS CO, INC.				
10/3/2011	209772	1,313.15	Remit to: SAN BERNARDINO CA	
			ASPHALTIC MATERIALS	146.17
			ASPHALTIC MATERIALS	180.31
			ASPHALTIC MATERIALS	109.91
			ASPHALTIC MATERIALS	109.91
			ASPHALTIC MATERIALS	145.47
			ASPHALTIC MATERIALS	145.47
			ASPHALTIC MATERIALS	109.91
			ASPHALTIC MATERIALS	144.76
			ASPHALTIC MATERIALS	109.91
			ASPHALTIC MATERIALS	111.33
10/24/2011	210015	1,462.84		
			ASPHALTIC MATERIALS	215.87
			ASPHALTIC MATERIALS	110.62
			ASPHALTIC MATERIALS	109.19
			ASPHALTIC MATERIALS	74.35
			ASPHALTIC MATERIALS	146.17
			ASPHALTIC MATERIALS	146.17
			ASPHALTIC MATERIALS	146.17
			ASPHALTIC MATERIALS	146.88
			ASPHALTIC MATERIALS	144.76
			ASPHALTIC MATERIALS	111.33
			ASPHALTIC MATERIALS	111.33
Vendor Total		2,775.99		
FYTD for VULCAN MATERIALS CO, INC.		6,461.10		
WAGGONER JR., GLENN C.				
10/3/2011	883722	297.77	Remit to: MORENO VALLEY CA	
			RETIREE MED SEP '11, PD OCT '1	297.77
Vendor Total		297.77		
FYTD for WAGGONER JR., GLENN C.		893.31		
WAGNER, GARY D.				
10/3/2011	883723	318.73	Remit to: MORENO VALLEY CA	
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for WAGNER, GARY D.		1,274.92		
WAGY, CARYLON				
10/3/2011	209773	318.73	Remit to: MORENO VALLEY CA	
			RETIREE MED SEP '11, PD OCT '1	318.73
Vendor Total		318.73		
FYTD for WAGY, CARYLON		1,593.65		



City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WAINWRIGHT, JASON				
			<u>Remit to:</u> MORENO VALLEY CA	
10/31/2011	210123	300.00		
			REFUND-RENTAL DEPOSIT	300.00
Vendor Total		300.00		
FYTD for WAINWRIGHT, JASON		300.00		
WALKER'S HOME REPAIR				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209879	17,892.00		
			REM. SVCS-HILP: P. TATUM	15,947.10
			REM. SVCS-HILP: P. TATUM	1,944.90
Vendor Total		17,892.00		
FYTD for WALKER'S HOME REPAIR		17,892.00		
WATSON, TESSA/MARCUS				
			<u>Remit to:</u> MENIFEE CA	
10/31/2011	210124	76.00		
			REFUND-VARIOUS A/C FEES	30.00
			REFUND-VARIOUS A/C FEES	10.00
			REFUND-VARIOUS A/C FEES	20.00
			REFUND-VARIOUS A/C FEES	16.00
Vendor Total		76.00		
FYTD for WATSON, TESSA/MARCUS		76.00		
WEST				
			<u>Remit to:</u> SAINT PAUL MN	
10/3/2011	209774	615.25		
			AUTO TRACK SVCS-PD	615.25
10/31/2011	210125	615.25		
			AUTO TRACK SVCS-PD	615.25
Vendor Total		1,230.50		
FYTD for WEST		1,765.50		
WESTERN MUNICIPAL WATER DISTRICT				
			<u>Remit to:</u> RIVERSIDE CA	
10/24/2011	210016	3,110.89		
			WATER CHARGES	2,026.45
			WATER CHARGES	3.65
			WATER CHARGES	1,024.53
			WATER CHARGES	56.26
Vendor Total		3,110.89		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		14,343.68		
WESTOVER, MARK				
			<u>Remit to:</u> SAN DIEGO CA	
10/3/2011	209775	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for WESTOVER, MARK		637.46		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WHEELER, GERALD				
			<u>Remit to:</u> MORENO VALLEY CA	
10/10/2011	209875	126.00		
			INSTRUCTOR SVCS-YTH GOLF	126.00
Vendor Total		126.00		
FYTD for WHEELER, GERALD		378.00		
WHITE NELSON DIEHL EVANS LLP				
			<u>Remit to:</u> IRVINE CA	
10/24/2011	210017	550.00		
			REGISTR-2011 GOVT TAX SEMINAR	275.00
			REGISTR-2011 GOVT TAX SEMINAR	275.00
Vendor Total		550.00		
FYTD for WHITE NELSON DIEHL EVANS LLP		550.00		
WHITE, MORGAN				
			<u>Remit to:</u> NEWPORT BEACH CA	
10/3/2011	209776	1,800.00		
			TEMP STAFF ASSISTANCE-CEDD	1,800.00
10/17/2011	209947	2,700.00		
			TEMP STAFF ASSISTANCE-CEDD	1,800.00
			TEMP STAFF ASSISTANCE-CEDD	900.00
Vendor Total		4,500.00		
FYTD for WHITE, MORGAN		8,100.00		
WIBERG, CHRISTOPHER				
			<u>Remit to:</u> ANAHEIM CA	
10/3/2011	209777	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for WIBERG, CHRISTOPHER		1,485.36		
WIELIN, RONALD A.				
			<u>Remit to:</u> BANNING CA	
10/3/2011	883724	318.73		
			RETIREE MED OCT '11	318.73
Vendor Total		318.73		
FYTD for WIELIN, RONALD A.		1,274.92		
WILLDAN AND ASSOCIATES				
			<u>Remit to:</u> SAN BERNARDINO CA	
10/17/2011	209948	21,844.48		
			BLDG & SAFETY PLAN CHECK SVCS	21,844.48
Vendor Total		21,844.48		
FYTD for WILLDAN AND ASSOCIATES		139,728.16		



City of Moreno Valley

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For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WILLIAMS, JANE L.				
			Remit to: GRAND FORKS	ND
10/3/2011	883725	192.40		
			RETIREE MED SEP '11, PD OCT '1	192.40
Vendor Total		192.40		
FYTD for WILLIAMS, JANE L.		769.60		
WILLIS, ROBERT H				
			Remit to: PERRIS	CA
10/3/2011	209778	72.00		
			SPORTS OFFICIATING SVCS	72.00
10/17/2011	209949	80.00		
			SPORTS OFFICIATING SVCS	80.00
Vendor Total		152.00		
FYTD for WILLIS, ROBERT H		1,340.00		
WINZLER & KELLY CONSULTING ENGINEERS				
			Remit to: SANTA ANA	CA
10/3/2011	883726	3,420.00		
			PROJ MGR STAFFING SVCS-MV UTIL	3,420.00
10/17/2011	883795	1,425.00		
			PROJ MGR STAFFING SVCS-MV UTIL	1,425.00
Vendor Total		4,845.00		
FYTD for WINZLER & KELLY CONSULTING ENGINEERS		23,845.00		
WITCOMBE, RYANNE				
			Remit to: MORENO VALLEY	CA
10/3/2011	209779	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for WITCOMBE, RYANNE		20.00		
WORLD MECHANICAL, INC				
			Remit to: COSTA MESA	CA
10/3/2011	209780	132.00		
			REFUND-BUS. LIC OVRPMT	132.00
Vendor Total		132.00		
FYTD for WORLD MECHANICAL, INC		132.00		
WRCRCA				
			Remit to: RIVERSIDE	CA
10/24/2011	210018	24,540.84		
			COMMERCL/INDUSTRIAL FEES	24,540.84
Vendor Total		24,540.84		
FYTD for WRCRCA		303,923.79		



City of Moreno Valley

Check Register

For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WRIGHT SEPTIC TANK PUMPING			<u>Remit to:</u> SAN JACINTO	CA
10/3/2011	209781	450.00	PUMP SEPTIC TANKS-CITY YARD	450.00
10/24/2011	210019	675.00	EMERGENCY REPAIRS-CITY YARD EMERGENCY REPAIRS-CITY YARD	337.50 337.50
Vendor Total		1,125.00		
FYTD for WRIGHT SEPTIC TANK PUMPING		1,350.00		
WURM'S JANITORIAL SERVICES, INC.			<u>Remit to:</u> CORONA	CA
10/3/2011	883727	1,243.67	JANITORIAL SVCS-GANG TSK FORCE DAY PORTER SVCS FOR FACILITIES	112.82 1,130.85
10/10/2011	883767	1,090.00	JANITORIAL SVCS-CRC RENTALS JANITORIAL SVCS-TOWNGT RENTALS	610.00 480.00
10/17/2011	883796	532.81	JANITORIAL SVCS-EMP RES CTR	532.81
10/24/2011	883828	21,382.57	JANITORIAL SVCS-CITY HALL JANITORIAL SVCS-CITY YARD JANITORIAL SVCS-TRANSP TRAILER JANITORIAL SVCS-EOC JANITORIAL SVCS-SP DIST ANNEX JANITORIAL SVCS-FAC. ANNEX JANITORIAL SVCS-LIBRARY JANITORIAL SVCS-MRCH FLD PK CC JANITORIAL SVCS-PUB SFTY BLDG JANITORIAL SVCS-SENIOR CTR JANITORIAL SVCS-TOWNGATE C.C. JANITORIAL SVCS-T.S. ANNEX JANITORIAL SVCS-CONF & REC CTR	4,588.23 346.90 98.40 688.36 735.73 124.29 1,771.79 955.70 5,564.25 1,916.18 691.38 453.43 3,447.93
10/31/2011	883859	1,658.08	JANITORIAL SVCS-SUNNYMD ELEM. JANITORIAL SVCS-RAINBOW RIDGE JANITORIAL SVCS-GANG TSK FORCE JANITORIAL SVCS-THINK TG BLDG JANITORIAL SVCS-SUNNYMD MIDDLE JANITORIAL SVCS-TWNGTE RENTALS	184.10 310.19 112.82 298.87 152.10 600.00
Vendor Total		25,907.13		
FYTD for WURM'S JANITORIAL SERVICES, INC.		99,396.05		



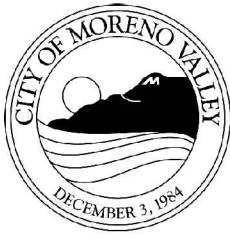
City of Moreno Valley

Check Register

For Period 10/1/2011 through 10/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX				
			Remit to: DALLAS TX	
10/3/2011	209782	231.18		
			COPIER RNTL/MAINT-PD	76.51
			COPIER RNTL/MAINT-PD	84.38
			COPIER RNTL/MAINT-PD	70.29
10/10/2011	209876	2,723.49		
			COPIER RNTL/MAINT/PRNTS-GRPHCS	1,285.37
			COPIER RNTL/MAINT/PRINTS-PARKS	1,438.12
10/24/2011	210020	356.04		
			COPIER RNTL/MAINT-PARKS	356.04
10/31/2011	210126	1,180.71		
			COPIER RNTL/MAINT/PRNTS-GRPHCS	786.58
			COPIER RNTL/MAINT-GRAPHICS	394.13
Vendor Total		4,491.42		
FYTD for XEROX		17,045.89		
YAMASHITA, JULIA J.				
			Remit to: LAGUNA WOODS CA	
10/3/2011	883728	161.50		
			RETIREE MED AUG 11, PD OCT 11	161.50
Vendor Total		161.50		
FYTD for YAMASHITA, JULIA J.		646.00		
ZAMORA, YOLANDA				
			Remit to: MORENO VALLEY CA	
10/31/2011	210127	37.00		
			REFUND-PHOTOGRAPHY CLASS CANC.	37.00
Vendor Total		37.00		
FYTD for ZAMORA, YOLANDA		37.00		
Subtotal		1,409,916.99		
GRAND TOTAL		14,849,287.13		

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

Report to City Council

TO: Mayor and City Council

FROM: Rick Hartmann, Interim Public Works Director

AGENDA DATE: January 10, 2012

TITLE: APPROVAL OF RESOLUTION NO. 2012-02 ADOPTING A RENEWABLE ENERGY RESOURCES ENFORCEMENT PROGRAM GOVERNING MORENO VALLEY UTILITY'S COMPLIANCE WITH CALIFORNIA SENATE BILL 1X-2 (SB1X-2)

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and adopt Resolution No. 2012-02 establishing a Renewable Energy Resources Enforcement Program pursuant to California Senate Bill 1X-2.

BACKGROUND

California Senate Bill 1X-2 was enacted during a recently adjourned special session of the state legislature and is effective December 10, 2011. The bill requires all publicly owned utilities to adopt a Renewable Portfolio Standard (RPS) program with prescribed goals for procuring renewable energy resources and the criteria for achieving such goals. The bill also requires publicly owned utilities to adopt a plan for enforcing the provisions of the bill. SB 1X-2 gives the California Energy Commission (CEC) new responsibilities including establishing the eligibility of various renewable resources, ensuring that all publicly owned utilities comply with their RPS and enforcement programs, and making recommendations to the California Air Resources Board (CARB) regarding any penalties (financial or otherwise) that may be assessed to a publicly owned utility for non-compliance.

DISCUSSION

The purpose of the enforcement program is to adopt the goals and criteria as set forth in SB 1X-2. The highlights of the program are as follows:

- The bill establishes three (3) compliance periods –
 - Compliance period one: January 1, 2011 through December 31, 2013
 - Compliance period two: January 1, 2014 through December 31, 2016
 - Compliance period three: January 1, 2017 through December 31, 2020
- The bill establishes procurement targets as a percentage of retail sales –
 - Compliance period one: an average of 20% RPS eligible resource procurement
 - Compliance period two: by December 31, 2016, 25% RPS eligible resource procurement
 - Compliance period three: by December 31, 2020, 33% RPS eligible resource procurement
- The bill establishes three broad categories of eligible resources (“buckets”) based on where and how a resource is procured.
- The bill establishes the criteria by which the City Council may waive or reduce a procurement content requirement, such as conditions beyond the control of the City including inadequate transmission capacity, delays due to permitting, and/or interconnection issues, or inadequate supply of eligible renewable resources.
- The bill allows the City Council to adopt measures permitting the City to accumulate excess procurement in one period to be applied to any subsequent compliance period.
- The bill allows the City Council to establish a limitation on the procurement expenditures for all RPS eligible resources.

A Renewable Energy Resources Procurement Plan will be developed and presented to Council at a later date, after the CEC finalizes the rules and procedures regarding compliance with SB 1X-2.

ALTERNATIVES

1. Approve Resolution No. 2012-02 adopting the Renewable Energy Resources Enforcement Program pursuant to California Senate Bill SB 1X-2.
2. Do not approve Resolution No. 2012-02 adopting the Renewable Energy Resources Enforcement Program. *The City could be considered non-compliant and could potentially face penalties.*

FISCAL IMPACT

At this time, there is no cost associated with establishing the Renewable Energy Enforcement Program. The fiscal impact related to the Procurement Plan will be identified when the plan is developed and brought before the Council for approval.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

The diversified portfolio of the City’s power supply resources will foster a positive environment and potentially help contribute to the reduction of the State’s reliance on fossil-fueled generation.

NOTIFICATION

Posting of Agenda

ATTACHMENTS

Attachments: Resolution No. 2012-02

Prepared By:
Jeannette Olko
Electric Utility Division Manager

Department Head Approval:
Rick Hartmann
Interim Public Works 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. 2012-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MORENO VALLEY ESTABLISHING A RENEWABLE
ENERGY RESOURCES ENFORCEMENT PROGRAM
PURSUANT TO CALIFORNIA SENATE BILL 1X-2

WHEREAS, the City of Moreno Valley (the "City") is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

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

WHEREAS, as a municipal electric utility, the City is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities ("POUs"); and

WHEREAS, the State of California passed Senate Bill 2 (1st Extraordinary Session) ("SB1X-2"), effective as of December 10, 2011, requiring POU's, including the City, to adopt and implement, among other things, a renewable energy resources enforcement program procurement plan that requires the City to procure a minimum quantity of eligible renewable energy resources over certain periods; and

WHEREAS, SB1X-2 requires the Moreno Valley City Council, as the governing board of the City, to ensure that the amount of eligible renewable energy resources to be procured by the City for the period from January 1, 2011 to December 31, 2013 is equal to an average of 20 percent of retail sales; and that the City makes reasonable progress to ensure that the procurement of eligible renewable energy resources achieves 25 percent of retail sales by December 31, 2016, and 33% of retail sales by December 31, 2020 and in all subsequent years; and

WHEREAS, SB1X-2 authorizes the Moreno Valley City Council, as the governing board of the City, to adopt cost limitations for procurement expenditures of renewable energy resources at levels that avoid disproportionate rate impacts; and

WHEREAS, SB1X-2 establishes conditions that allow for the delay of timely compliance under certain limited circumstances, including lack of availability of eligible renewable energy resources; and

Resolution No. 2012 -02
Date Adopted: January 10, 2012

WHEREAS, the Moreno Valley City Council, as the governing board of the City, is required under SB1X-2 to adopt a program for the enforcement of the City's obligations under SB1X-2 on or before January 1, 2012 and hold a publicly noticed meeting offering all interested parties an opportunity to comment; and

WHEREAS, the California Energy Commission ("CEC") is directed to adopt regulations specifying procedures applicable to POU's for the enforcement of the requirements of SB1X-2, and the CEC's finding of a failure of the City to comply with SB1X-2 may result in penalties to be assessed by the California Air Resources Board;

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

SECTION 1. A program for the enforcement of the requirements established under SB1X-2 is hereby adopted as set forth in Attachment A, which is attached hereto and incorporated herein ("RPS Enforcement Program").

SECTION 2. The City Manager or his/her duly authorized designee shall develop and present for City Council approval a Renewable Energy Resources Procurement Plan, as further described in the RPS Enforcement Program.

SECTION 3. The City Manager or his/her duly authorized designee shall develop and present for City Council approval a cost limitation and availability criteria consistent with the requirements of SB1X-2, as further described in the RPS Enforcement Program.

SECTION 4. Except for matters specifically reserved under SB1X-2 for action by the City Council, as governing board of the City, the City Manager or his/her duly authorized designee is authorized and directed to do and perform all acts required in the RPS Enforcement Program to fulfill obligations pertaining to the City under SB1X-2.

SECTION 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 10th day of January, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012 -02
Date Adopted: January 10, 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. 2012-02 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of January, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

Resolution No. 2012 -02
Date Adopted: January 10, 2012

ATTACHMENT A

RENEWABLE ENERGY RESOURCES ENFORCEMENT PROGRAM

This Renewable Energy Resources Enforcement Program (RPS Enforcement Program) shall apply to the City of Moreno Valley, operating through its municipal electric utility (City).

Section 1: Definitions

The definitions set forth in Public Resources Code (PRC) § 25741 and Public Utilities Code (PUC) § 399.12 are incorporated herein.

The following definitions shall also apply to this RPS Enforcement Program:

Renewable Energy Resources Procurement Plan: The plan adopted by the City Council pursuant to PUC § 399.30, as further described in Section 10.

Energy Commission: The State Energy Resources Conservation and Development Commission.

CPUC: The California Public Utilities Commission.

Section 2: Compliance Periods

The City Council adopts the following compliance periods as required by PUC § 399.30(b):

Compliance Period One: January 1, 2011 through December 31, 2013

Compliance Period Two: January 1, 2014 through December 31, 2016

Compliance Period Three: January 1, 2017 through December 31, 2020

Section 3: Procurement Targets

The City Council adopts the following RPS-eligible procurement goals as a percentage of retail sales, pursuant to PUC § 399.30(c)(1)-(2):

Compliance Period One:

- An average of 20% RPS-eligible resource procurement for the period starting with the later of January 1, 2011, or the effective date of PUC § 399.30, through December 31, 2013.

Compliance Period Two:

- By December 31, 2016: 25% RPS-eligible resource procurement.
- January 1, 2014 through December 31, 2016, sufficient procurement to reflect reasonable progress to ensure the above goal is achieved.

Compliance Period Three:

- By December 31, 2020: 33% RPS-eligible resource procurement.

Resolution No. 2012 -02
Date Adopted: January 10, 2012

- January 1, 2017 through December 31, 2020, sufficient procurement to reflect reasonable progress to ensure the above goal is achieved.

Section 4: Procurement Content Categories

The City Manager or his/her duly authorized designee shall assign all RPS-eligible resources procured by the City to their appropriate procurement content category in accordance with the provisions of PUC § 399.30(c)(3), consistent with PUC § 399.16.

Section 5: Grandfathering of Procurement Content Category Requirements

The City Manager or his/her duly authorized designee shall count all resources meeting the requirements of PUC § 399.16(d) in full towards the procurement requirements set forth in this RPS Enforcement Program, if all of the following conditions are met: (a) the renewable energy resource was eligible under the rules in place as of the date when the contract was executed; and (b) any contract amendments or modifications occurring after June 1, 2010, do not increase the nameplate capacity or expected quantities of annual generation, or substitute a different renewable energy resource; provided that the duration of the contract may be extended if the original contract specified a procurement commitment of 15 or more years.

This provision permits, but does not require, resources meeting the requirements of PUC § 399.16(d) to be exempted from the procurement content requirements.

Section 6: Deviation From Procurement Content Category Requirements

The City Council may waive or reduce a procurement content requirement set forth in this RPS Enforcement Program to the extent the City demonstrates that it cannot comply with such requirements because of: (a) conditions beyond the control of the City due to any one of the conditions set forth in PUC § 399.15(b)(5); or (b) other conditions adopted by the City Council based on facts reasonably found by the City Council to be consistent with the intent of PUC § 399.15(b)(5) or PUC § 399.18 and the unique circumstances facing the City as a small municipal electric utility.

Section 7: Delay of Timely Compliance

The City Council may adopt measures permitting the City to delay timely compliance with this RPS Enforcement Program pursuant to PUC § 399.30(c)(2), consistent with the requirements of PUC § 399.15(b)(5) or other conditions adopted by the City Council based on facts reasonably found by the City Council to be consistent with the intent of PUC § 399.15(b)(5).

Section 8: Banking Rules

The City Council may adopt measures permitting the City to accumulate, beginning January 1, 2011, excess procurement in one compliance period to be applied to any subsequent compliance period provided that the quantity of excess procurement is

Resolution No. 2012 -02
Date Adopted: January 10, 2012

determined in the same manner as allowed for retail sellers pursuant to PUC § 399.13(a)(4)(B).

Section 9: Cost Limitations

The City Council may establish a limitation on the procurement expenditures for all RPS-eligible resources used to comply with this RPS Enforcement Program. In establishing such limit, the City Council shall rely on elements consistent with PUC § 399.15(c)(1)-(3) and with pertinent policies and rules established by the City Council, including but not necessarily limited to rate regulations and existing bond covenants. The cost limitation value shall be included in the Renewable Energy Resources Procurement Plan, as described in Section 10.

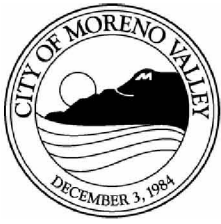
Section 10: Renewable Energy Resources Procurement Plan

The City Council directs the City Manager or his/her duly authorized designee to develop and present a Renewable Energy Resources Procurement Plan to the City Council. At a minimum, the Renewable Energy Resources Procurement Plan shall include: (a) the specified resources that the City plans to use to meet the procurement targets adopted in Section 3, above; and (b) the flexible compliance mechanisms to be utilized by the City pursuant to Sections 5, 6, 7, 8, and 9, above. The City shall post a public notice whenever the City Council will deliberate in public on the Renewable Energy Resources Procurement Plan. The City shall also provide data annually to the Energy Commission and to report annually to the City's customers and the Energy Commission in accordance with PUC § 399.30.

Section 11: Enforcement

The City Council directs the City Manager or his/her duly authorized designee to inform the City Council at a public meeting in the event that the City will not meet the procurement requirements set out in Sections 3 and 4 above, subject to the flexible compliance mechanisms of Sections 5, 6, 7, 8, and 9, above. As soon as reasonably practicable following his/her informing the City Council the City Manager or his/her duly authorized designee shall develop and present a plan to bring the City into compliance.

Resolution No. 2012 -02
Date Adopted: January 10, 2012



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

Report to City Council

TO: Mayor and City Council

FROM: Prem Kumar, Deputy Public Works Director/Acting City Engineer
Barry Foster, Community & Economic Development Director

AGENDA DATE: January 10, 2012

TITLE: PA07-0165 (PM 35859) – REQUEST TO EXTEND A FULL ROAD CLOSURE OF NANDINA AVENUE BETWEEN PERRIS BOULEVARD AND KNOX STREET FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM JANUARY 28, 2012 – MARCH 12, 2012

DEVELOPER: FIRST INDUSTRIAL, L.P.
A DELAWARE LIMITED PARTNERSHIP
898 NORTH SEPULVEDA BOULEVARD
SUITE 750
EL SEGUNDO, CA 90245

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize a time extension to the full road closure of Nandina Avenue from Perris Boulevard to Knox Street for the construction of street and utility improvements from January 28, 2012 – March 12, 2012.
2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues and/or inclement weather.

BACKGROUND

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

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

On July 26, 2011, the City Council of the City of Moreno Valley approved the Final Parcel Map and Public Improvement Agreement along with the corresponding securities. The Agreement and securities include the construction of the public street improvements.

On September 27, 2011, the City Council authorized a full road closure of Nandina Avenue from Perris Boulevard to Knox Street for the construction of street and utility improvements from September 28, 2011 through December 28, 2011. Additionally, the City Council authorized the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. Due to unforeseen construction related issues the Acting City Engineer allowed for the 30-day extension that began on December 29, 2011. The approved road closure with the extension is scheduled to end January 27, 2012.

DISCUSSION

First Industrial, L.P. is requesting a time extension of the previously approved full road closure of Nandina Avenue between Perris Boulevard and Knox Street to facilitate the construction of street and utility improvements on Nandina Avenue. The extension will be for 45 days and an additional 30 days as approved by the City Engineer if unforeseen construction issues arise as well as inclement weather.

If approved, the period of the closure will be one hundred sixty five (165) calendar days. The request for extension is due to a six week delay in the construction schedule due to outside utility agencies extended plan check and administrative processes, causing further delays in ordering and fabricating infrastructure facilities. Major improvement work including, but not limited to, removal of existing asphalt pavement, installation of asphalt paving, curb, gutter, sidewalk, medians, driveway approaches, street lights, landscaping, storm drain culverts, dry and wet utilities, traffic signal modification and associated signing and striping has commenced. The on-going work as well as the traffic control and detour route is being inspected by staff. It is anticipated that the road will be open to traffic on March 12, 2012.

There are 2 residential parcels in the area of construction. The current and requested extension to the road closure affects the ingress or egress of both of the parcels, and requires a detour to the traveling public. The developer previously contacted/notified the affected property owners and local businesses and will continue to do so. The road closure/detour/traffic control plan for this closure has been previously reviewed and approved by the City Traffic Engineer.

ALTERNATIVES

1. Authorize a time extension to the full road closure of Nandina Avenue from Perris Boulevard to Knox Street for the construction of street and utility improvements from January 28, 2012 – March 12, 2012. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues and/or inclement weather.
2. Do not authorize a time extension to the full road closure of Nandina Avenue from Perris Boulevard to Knox Street for the construction of street and utility improvements from January 28, 2012 – March 12, 2012. Do not authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues and/or inclement weather. There would be no road closure extension and Nandina Avenue will open to the public on January 28, 2012. *This alternative would result in an unsafe work environment and would significantly delay the completion of this project.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

CITY COUNCIL GOALS

PUBLIC SAFETY

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

NOTIFICATION

The approved traffic control/detour plan requires the contractor to give notification to the Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste Management, and affected businesses and residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

EXHIBITS

- Exhibit “A” – Vicinity Map
- Exhibit “B” – Road Closure Detour Map
- Exhibit “C” – GIS Orthography Map – Road Closure Site Map
- Exhibit “D”– Copy of Letter from First Industrial, LP, Requesting Time Extension for Road Closure

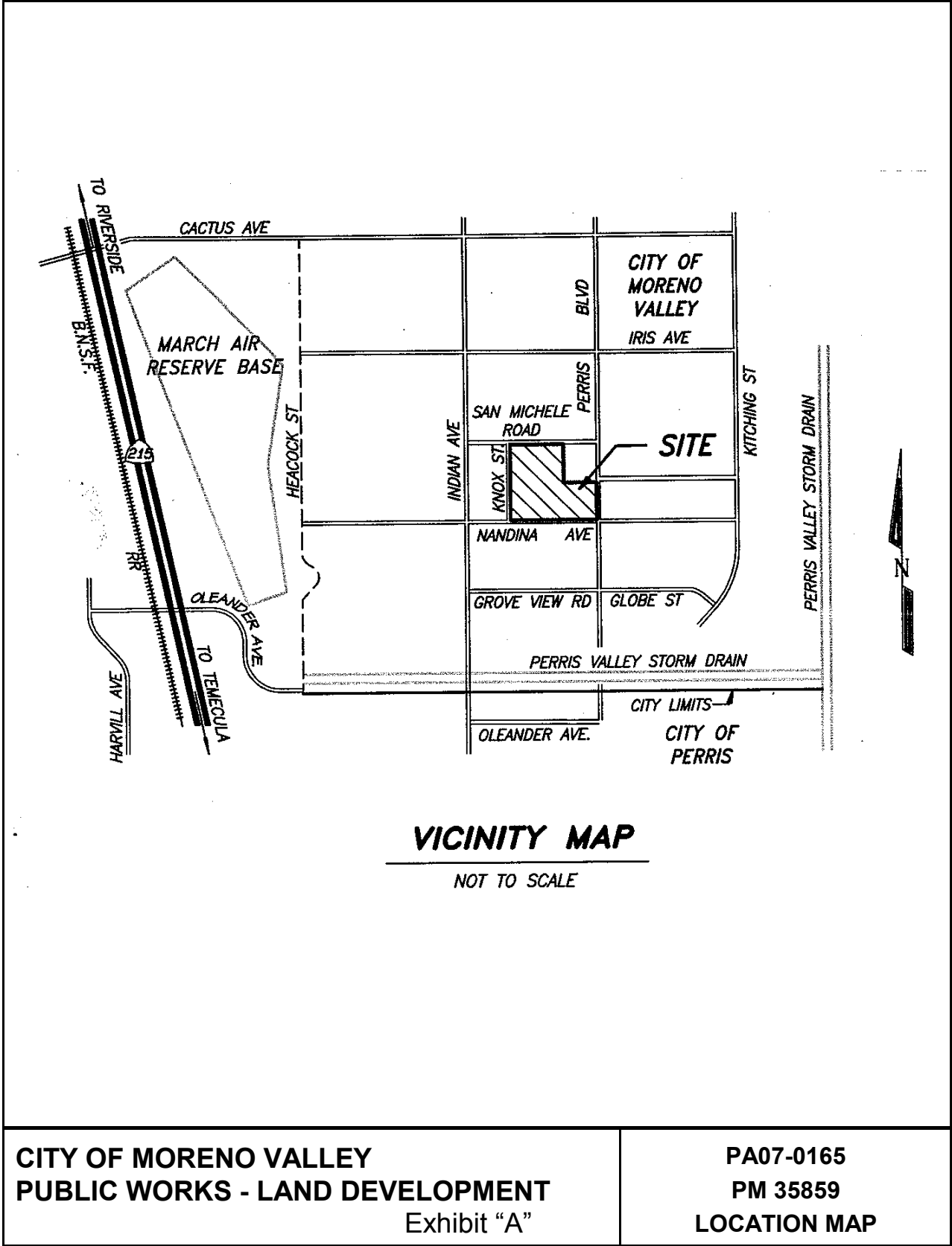
Prepared By
Kent Wegelin
Storm Water Program Manager

Department Head Approval
Prem Kumar, P.E.
Deputy Public Works Director/Acting City Engineer

Concurred By
Barry Foster
Community & Economic Development Director

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

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VICINITY MAP

NOT TO SCALE

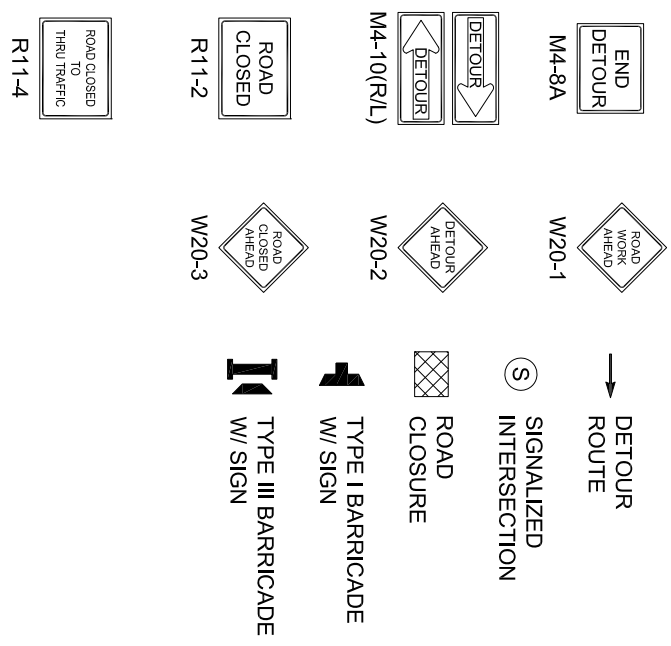
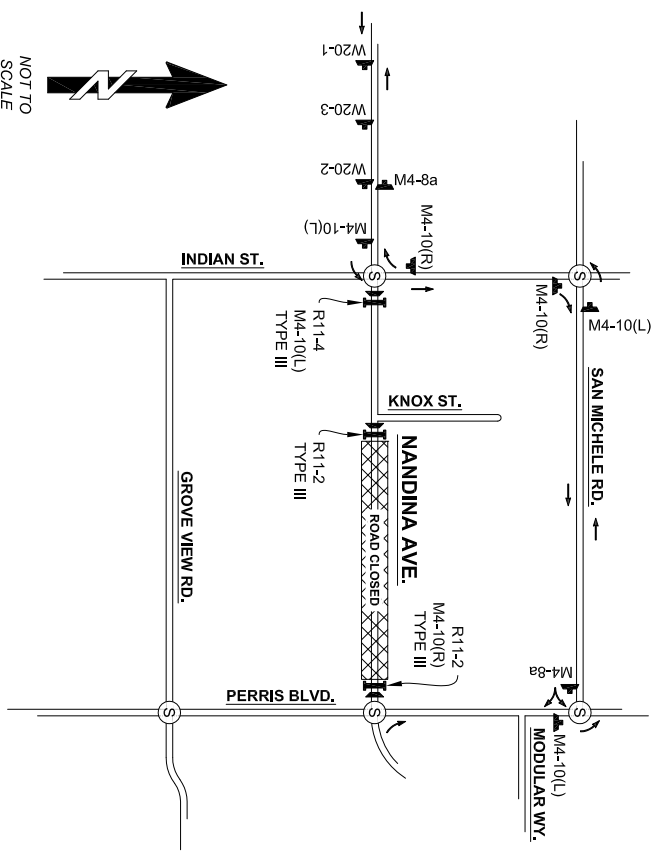
**CITY OF MORENO VALLEY
PUBLIC WORKS - LAND DEVELOPMENT**
Exhibit "A"

**PA07-0165
PM 35859
LOCATION MAP**

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DETOUR PLAN



PREPARED BY: A CONE ZONE INC. P.O. Box 1982 Corona, CA 92878 (951) 734-9535 License Number: 851996	CONTRACTOR: PETERSON PIPELINE P.O. Box 1649 Chino, CA 91908 (909) 393-1906 License Number: 689680A	STATE:	CITY OF MORENO VALLEY APPROVALS			PROJECT NO. DRAWING NO. SHEET NO. X of 4
			DESIGNED BY: <u> </u>	DRAWN BY: <u> </u>	CHECKED BY: <u> </u>	
				SUPERVISOR CITY ENGINEER DISTRICT ENGINEER PUBLIC WORKS MANAGER SIGNATURE		
				CHIEF A. VOZI, DIRECTOR OF PUBLIC WORKS RCE 52463 EXP. DATE: 06/30/12	RCE 52463 EXP. DATE: 12/31/12	DATE
				PERRIS VALLEY MASTER DRAINAGE PLAN LATERAL B-1 & B-1.2 NANDINA AVE. CLOSURE		

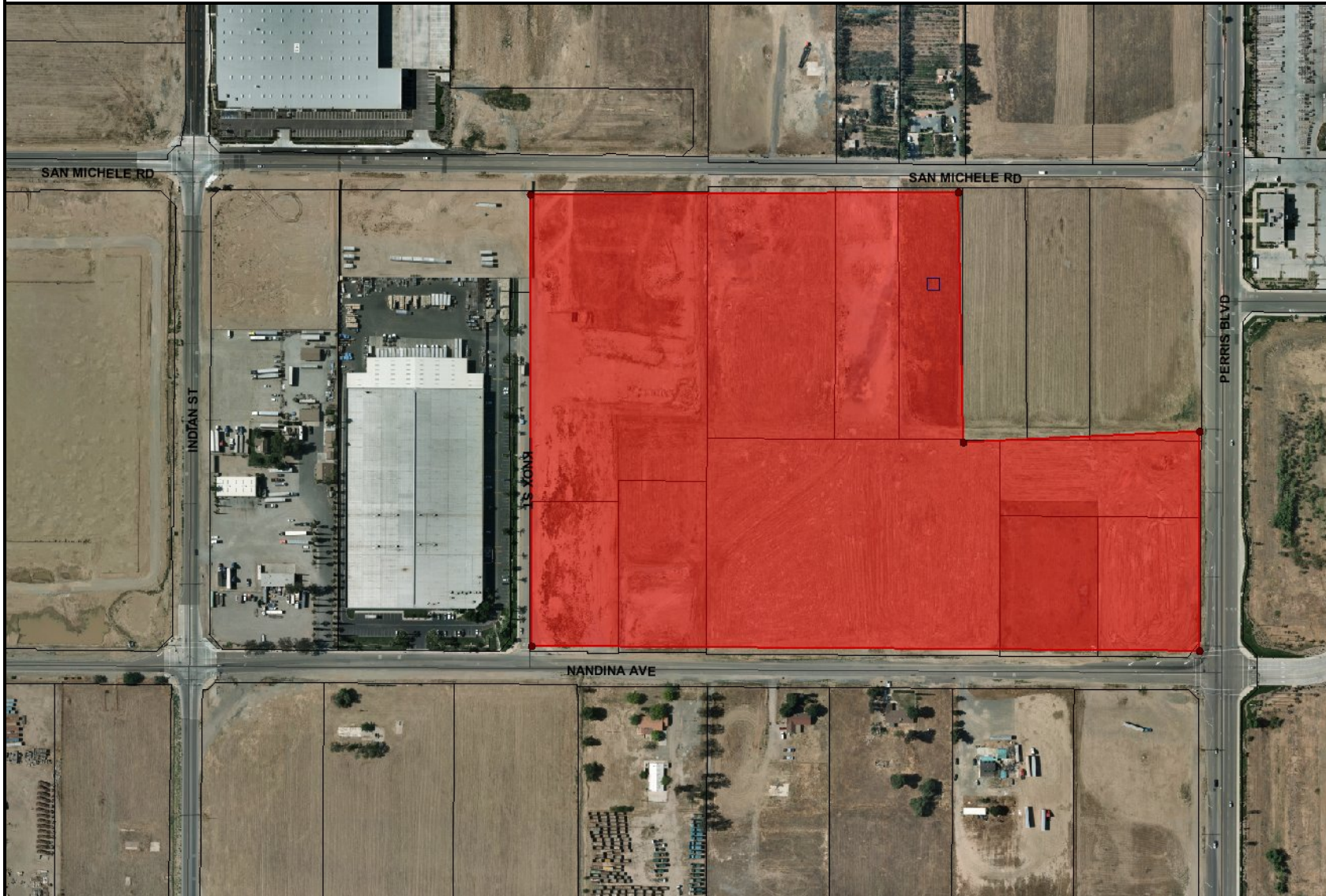
Exhibit "B"

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ROAD CLOSURE SITE MAP

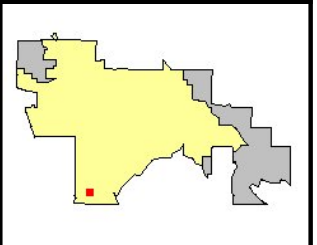
Nandina Avenue from Perris Blvd. to Knox St.

Item No. A.6



Legend

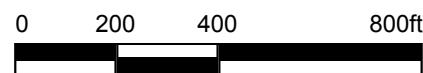
- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography
- City Boundaries
 - Calimesa
 - Moreno Valley
 - Perris
 - Riverside



-173-

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

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



Powered By GeoSmart.net

Printed: 8/23/2011 11:03:47 AM



Exhibit "C"

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First Industrial Realty Trust, Inc.

898 N. Sepulveda Blvd. Suite 750

El Segundo, CA 90245

RECEIVED

DEC 19 2011

**PUBLIC WORKS DEPARTMENT
CAPITAL PROJECTS DIVISION**

December 12, 2011

Attn: Mr. Prem Kumar, Interim City Engineer
City of Moreno Valley
14117 Frederick Street
Moreno Valley, California 92553

Mr. Kumar:

I am writing to formally request an extension to our temporary street closure and traffic control plan (impacting San Michele Avenue, Nandina Avenue, and Perris Boulevard) associated with the First Inland Logistics Complex, PM 35859 until March 12, 2012.

The principal reason for this request has been time delay due to outside agency plancheck and unforeseen issues impacting constructability within the streets.

Specifically, delays by the Eastern Municipal Water District (EMWD) in completion of plancheck for recycled and domestic water lines (as well as development of new service agreements) resulted in not being able to schedule a pre-job meeting with EMWD for the water portion of the work until approximately six weeks beyond the date of the closure approval by Council in September, 2011. This was well beyond the timeframe which we initially allowed for such activities based on commitments from EMWD staff.

This delay subsequently pushed the project schedule forward even further, due to "trickle down" delays in fabrication of materials, scheduling of demolition, etc. which could only take place after the pre-job meeting.

Additionally, direct conflicts between new work and existing utilities in the street (including water lines and high pressure natural gas distribution lines), which could only be discovered after necessary potholing and extensive demolition/excavation in the work area, resulted in extensive time delays. As each of these issues was uncovered, they required additional engineering time, as well as additional coordination and plancheck with agencies such as EMWD and SoCal Gas, and this had portions of the project idled for weeks at a time.



First Industrial Realty Trust, Inc.

898 N. Sepulveda Blvd. Suite 750

El Segundo, CA 90245

Although the collective work in the street has been consistent (i.e. storm drain work has continued while water line conflicts were being addressed), certain portions of the work have been completed in fits and starts and this has resulted in the requirement to extend the overall schedule for offsite improvements.

Our construction management team has spoken directly with adjacent property owners as well as representatives of Walgreen's and Waste Management who will be directly impacted by the closure in order to ensure that they are aware of these circumstances and are in agreement with the continued closure. In addition, we will place two (2) signs (one at each end of the closure) indicating the extended closure dates to inform the travelling public.

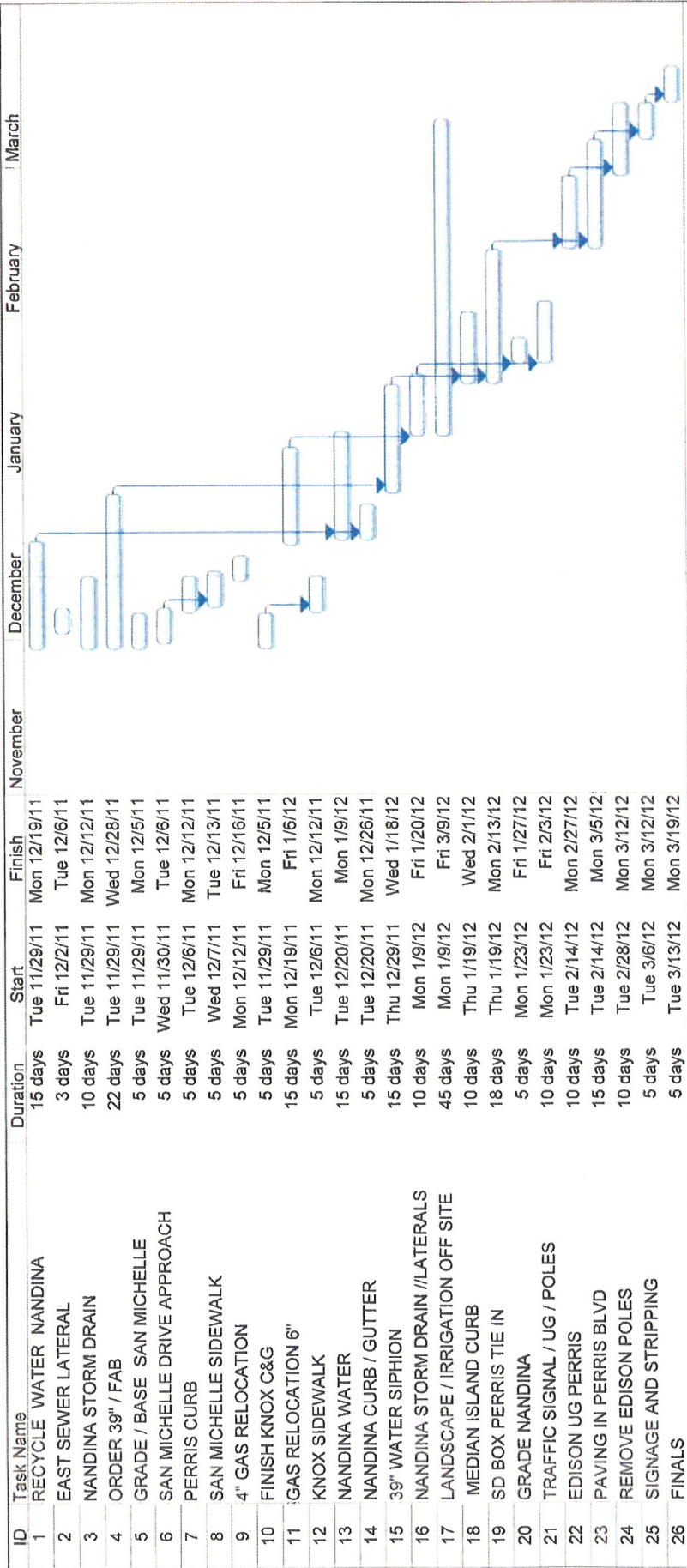
Lastly, I have attached a detailed schedule which shows construction activity going forward and our targeted completion date of March 12. In the event it appears that our timeline will be further impacted, we are committed to attribute additional resources to the project in order to ensure the closure is not required beyond March 12, 2012.

Thank you for your attention to this matter.

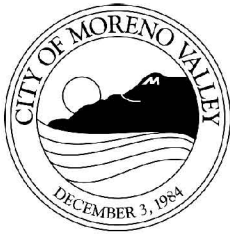
A handwritten signature in blue ink that reads 'Jeff' followed by a stylized flourish.

Jeff Evans
Director of Operations

SAN MICHELLE OFF-SITE UPDATE 11-29-11



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

Report to City Council

TO: Mayor and City Council

FROM: Rick Hartmann, Interim Public Works Director

AGENDA DATE: January 10, 2012

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR LOCAL STREET PAVEMENT RESURFACING PROJECT NO. 12-22679728

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the Local Street Pavement Resurfacing project to All American Asphalt, PO Box 2229, Corona, CA 92878, the lowest responsible bidder.
2. Authorize the City Manager to execute a contract with All American Asphalt in the form attached hereto.
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$831,230.40 (bid amount \$692,692.00 plus 20% contingency of \$138,538.40) when the contract has been signed by all parties.
4. Authorize the Public Works Director and/or City Engineer to execute any subsequent change orders to the contract with All American Asphalt up to but not to exceed the Purchase Order contingency of \$138,538.40, subject to the approval of the City Attorney.

BACKGROUND

On April 8, 2008 the City Council approved the Project Recommendations for Proposition 1B - Transportation which made the City eligible to receive Proposition 1B funding from the State Department of Finance. On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of \$2.9 million. On May 18, 2010,

the City received the second installment in the amount of \$2.6 million, totaling \$5.5 million in Proposition 1B funding.

The City has used this Proposition 1B (Fund 226) funding, in combination with Proposition 42 (Fund 225) and Measure "A" (Fund 125) funding, for pavement rehabilitation of nineteen (19) arterial and collector street segments and thirty (30) local streets in Fiscal Year 2009-2010 and 2010-2011. In addition, a portion of this Proposition 1B funding was also used for citywide bridge repairs and maintenance.

This project will utilize the remaining balance of the Proposition 1B funding in combination with Measure "A" (Fund 125) funding to resurface fifteen (15) local streets which are included in the approved Capital Improvement Plan Fiscal Year 2011-2012. In November 2011, the design and contract documents were completed by in-house staff as a cost saving solution for the City, and the project was advertised for construction bids.

DISCUSSION

As part of the Fiscal Year 2010-2011 CIP Budget, the City Council approved to use the Proposition 1B monies for pavement rehabilitation of a number of local streets. The local streets included in approved Fiscal Year 2010-2011 CIP Budget were selected and prioritized for resurfacing based on the pavement condition index (PCI) included the City's Pavement Management Program. The City has completed Phase 1 project and resurfaced a total of (30) local streets. This project is to continue resurfacing additional fifteen (15) local streets on the approved list to utilize the remaining Proposition 1B fund balance.

This project is to resurface fifteen (15) local streets utilizing the applications of Asphalt Rubber Aggregate Membrane (ARAM) and slurry seal. The existing asphalt concrete pavement surface first will be cleaned, and all medium and large cracks will be filled and sealed. Any areas of existing asphalt concrete pavement that are heavily weathered and cracked will be patched with a thin layer of new asphalt concrete or will be removed and replaced. The entire existing pavement surface then will be sprayed with a layer of asphalt rubber emulsion which serves as a binder agent. The next process is to cover the pavement surface with a layer of crushed rock or aggregate chips which then be compacted to be blended with the asphalt rubber binder and stick to the existing pavement surface. The final process is the application of slurry seal to cover the compacted aggregate chips. Pavement striping, markings and markers will be replaced after the paving work is completed. The project will rejuvenate the existing pavement and enhance the drivability and appearance of the streets while protecting the pavement against environmental effects and prolonging the service life of the pavement. Typically, this process will extend the pavement life of the streets by an additional 8 to 10 years.

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 2:00 p.m., December 15, 2011, for the subject project. Three (3) bids were received, as follows:

1. All American Asphalt.....	\$692,692.00
2. Manhole Adjusting, Inc.....	\$765,017.40
3. Silvia Construction, Inc.	\$809,542.78
Engineer's Estimate	\$ 755,820.00

Staff has reviewed the bid by All American Asphalt and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding problems were identified through review of the references submitted by the Contractor.

ALTERNATIVES

1. Award the construction contract for the Local Street Pavement Resurfacing project to All American Asphalt, PO Box 2229, Corona, CA 92878, the lowest responsible bidder, authorize the City Manager to execute a contract with All American Asphalt in the form attached hereto, authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$831,230.40 (bid amount \$692,692.00 plus 20% contingency of \$138,538.40) when the contract has been signed by all parties, and authorize the Public Works Director and/or City Engineer to execute any subsequent change orders to the contract with All American Asphalt up to but not to exceed the Purchase Order contingency of \$138,538.40, subject to the approval of the City Attorney. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the Local Street Pavement Resurfacing project to All American Asphalt, PO Box 2229, Corona, CA 92878, the lowest responsible bidder, do not authorize the City Manager to execute a contract with All American Asphalt in the form attached hereto, do not authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$831,230.40 (bid amount \$692,692.00 plus 20% contingency of \$138,538.40) when the contract has been signed by all parties, and do not authorize the Public Works Director and/or City Engineer to execute any subsequent change orders to the contract with All American Asphalt up to but not to exceed the Purchase Order contingency of \$138,538.40, subject to the approval of the City Attorney. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

This project is included in Fiscal Year 2011-2012 Capital Improvements Project Budget and financed by Measure A (Fund 125) and Proposition 1B (Fund 226). These funds are restricted to street rehabilitation or improvements. **There is no impact to the General Fund.**

AVAILABLE FUNDS

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	\$730,414.00
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	<u>\$221,896.00</u>
Total Available Funds.....	<u>\$952,310.00</u>

ESTIMATED CONSTRUCTION RELATED COSTS FOR PROPOSED PROJECT

Contractor Construction Costs (plus 20% contingency)	\$831,230.40
Construction Geotechnical Services	\$25,000.00
Construction Survey	\$25,000.00
Project Administration and Inspection (by City staff & consultants).....	\$40,000.00
Total Estimated Construction Related Costs.....	\$921,230.40

ANTICIPATED PROJECT SCHEDULE

Begin Construction.....	February 2012
Complete Construction.....	June 2012

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

This project involves resurfacing fifteen (15) local streets with the applications of ARAM and slurry seal. The project will enhance the drivability and appearance of the streets and protect the pavement against environmental effects, prolonging the service life of the pavement. The City Council is requested to approve the award of the construction contract to All American Asphalt.

ATTACHMENTS

- Attachment "A" – Location Map
- Attachment "B" – Agreement with All American Asphalt

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

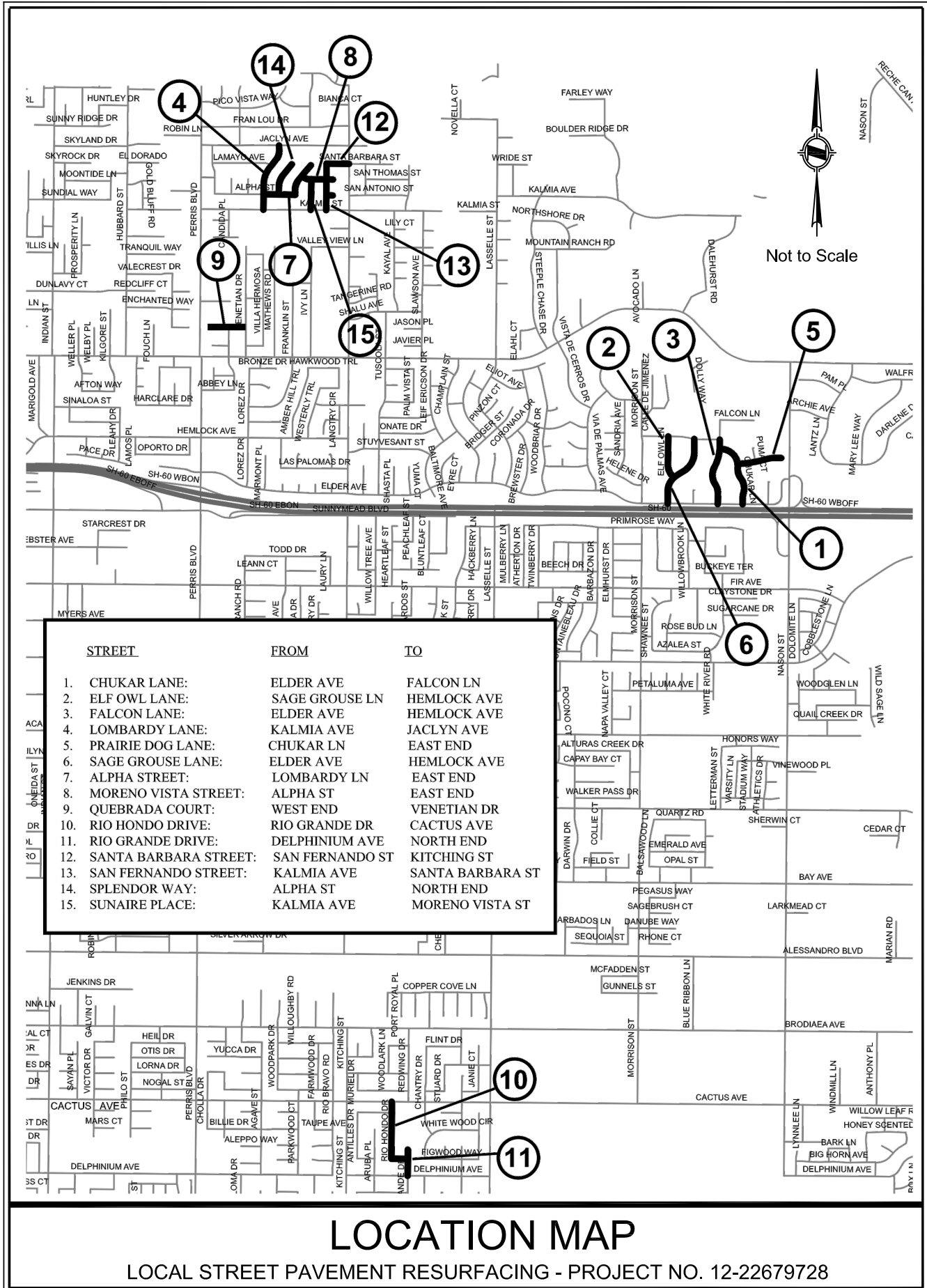
Department Head Approval:
 Rick Hartmann
 Interim Public Works Director

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

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

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STREET	FROM	TO
1. CHUKAR LANE:	ELDER AVE	FALCON LN
2. ELF OWL LANE:	SAGE GROUSE LN	HEMLOCK AVE
3. FALCON LANE:	ELDER AVE	HEMLOCK AVE
4. LOMBARDY LANE:	KALMIA AVE	JACLYN AVE
5. PRAIRIE DOG LANE:	CHUKAR LN	EAST END
6. SAGE GROUSE LANE:	ELDER AVE	HEMLOCK AVE
7. ALPHA STREET:	LOMBARDY LN	EAST END
8. MORENO VISTA STREET:	ALPHA ST	EAST END
9. QUEBRADA COURT:	WEST END	VENETIAN DR
10. RIO HONDO DRIVE:	RIO GRANDE DR	CACTUS AVE
11. RIO GRANDE DRIVE:	DELPHINIUM AVE	NORTH END
12. SANTA BARBARA STREET:	SAN FERNANDO ST	KITCHING ST
13. SAN FERNANDO STREET:	KALMIA AVE	SANTA BARBARA ST
14. SPLENDOR WAY:	ALPHA ST	NORTH END
15. SUNAIRE PLACE:	KALMIA AVE	MORENO VISTA ST

LOCATION MAP

LOCAL STREET PAVEMENT RESURFACING - PROJECT NO. 12-22679728

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PROJECT NO. 12-22679728

LOCAL STREET PAVEMENT RESURFACING
Various Locations

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **All American Asphalt** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
 - a. Any and all Contract Change Orders issued after execution of this Agreement
 - b. Addenda Nos. None inclusive, issued prior to the opening of the Bids
 - c. The bound Bid Documents
 - d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
 - e. The project Plans
 - f. The Standard Plans
 - g. The Standard Specifications
 - h. Reference Specifications, all of which are essential parts of this Agreement
 - i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) and Additive Bid Item(s) "A" to "D" in the sum total amount of **\$692,692.00**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to

ATTACHMENT "B"

AGREEMENT
PROJECT NO. 12-22679728

completion, within **ninety (90) working days**, after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$400.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.

It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall

**AGREEMENT
PROJECT NO. 12-22679728**

require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	\$500,000.00	\$1,000,000.00	\$2,000,000.00
Property Damage	---	\$1,000,000.00	\$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of \$2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a

AGREEMENT
PROJECT NO. 12-22679728

period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily

AGREEMENT
PROJECT NO. 12-22679728

or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

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

16. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

**AGREEMENT
PROJECT NO. 12-22679728**

CITY OF MORENO VALLEY, Municipal Corporation

All American Asphalt

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

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

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director <i>(if contract exceeds \$15,000)</i>

Date

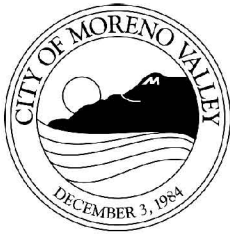
SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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

Report to City Council

TO: Mayor and City Council

FROM: Rick Hartmann, Interim Public Works Director

AGENDA DATE: January 10, 2012

TITLE: ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE MORENO TOWNSITE AREA STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F PROJECT NO. 11-12566730

RECOMMENDED ACTION

Staff recommends that the City Council:

Adopt a Mitigated Negative Declaration (MND) for the Moreno Townsite Area Storm Drain and Street Improvements between Alessandro Boulevard and Drainage Facility Line F, in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level.

BACKGROUND

In August 2008, the City submitted a grant application for the Hazard Mitigation Grant Program (HMGP) to the Federal Emergency Management Agency (FEMA) to request funding to construct a storm drain and related street improvements for the Moreno Townsite area to mitigate flooding hazards for this area. The request amount was \$1,500,000 in HMGP funding which could provide a reimbursement up to 75 percent of the project's estimated cost of \$2,000,000.

In September 2010, FEMA cleared the project as categorical exclusion under the National Environmental Policy Act (NEPA) and approved the City's grant application. In November 2010, the City received notification of grant approval in the amount of \$1,178,000. In February, 2011, the City received a second notification of grant approval

in the amount of \$322,000 for the project, bringing the total grant award amount to \$1,500,000 as requested.

On February 8 and April 26, 2011 the City Council accepted this grant award and directed the appropriation of \$650,000 from unencumbered Measure "A" (Fund 125) fund balance to the existing Street Improvement Program accounts (125.66730 and 125.85523) for this project to meet HMGP funding requirements.

In April 26, 2011 the City Council also approved the Agreement for Design Professional Consultant Services with DMC Design Group for completing the design, performing and providing various environmental technical studies, and providing right of way and construction supports for the project.

DISCUSSION

The Moreno Townsite area bounded by Alessandro Boulevard, Brodiaea Avenue, Redlands Boulevard and Merwin Street has repeatedly experienced flooding during major storms. Flooding has caused damages to local streets and private properties, impacted traffic safety, and disrupted public and utility services. Several homes and roadways have been inundated with storm water, and the area has become inaccessible. Extensive cleanup was required to remove mud and debris from streets and properties after the storms. Flooding happens as a result of the lack of adequate storm drain improvements in this area. There is a need to install a storm drain system to mitigate flooding in this area.

The proposed storm drain system is to be installed in the middle of the area, from Alessandro Boulevard to Campbell Avenue and to Redlands Boulevard, and connected to existing open channel drainage facility Line F on the southwest corner of Redlands Boulevard and Brodiaea Avenue. Miscellaneous street improvements are to be constructed to accommodate the new storm drain. Storm drain inlets are to be installed on Alessandro Boulevard, Kimberly Avenue, Maltby Avenue, Campbell Avenue and Redlands Boulevard. Existing landscape, hardscape, and street pavement along the storm drain alignment will be restored as part of the project.

Section 15070 (Title 14 – California Code of Regulations) of the California Environmental Quality Act (CEQA) states that a Negative Declaration (ND) or a Mitigated Negative Declaration (MND) may be prepared for a project when the Initial Study indicates that no significant effects on the environment will be resulted from project implementation or when mitigation measures as described in the Initial Study are incorporated in the project implementation. Based on the findings in the Initial Study prepared for the project, City Planning Division staff has determined that the preparation of a Mitigated Negative Declaration is recommended, in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level in compliance with CEQA and the City's rules to implement CEQA. The Negative Declaration, Initial Study/Environmental Determination, and the Mitigation Monitoring and Reporting Program (MMRP) are attached (Attachment "B"). This finding is consistent with FEMA's

finding and determination of the project as categorical exclusion under NEPA. A copy of the FEMA’s environmental determination is also attached for reference (Attachment “C”).

Timing of this approval is critical to proceed with the design, storm drain easement acquisitions, and construction to meet FEMA’s deadline of April 2013 to complete the project.

ALTERNATIVES

1. Adopt a Mitigated Negative Declaration (MND) for the Moreno Townsite Area Storm Drain and Street Improvements between Alessandro Boulevard and Drainage Facility Line F, in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level. *This alternative will allow for the design and storm drain easement acquisitions to proceed and for the timely construction of much needed storm drain and street improvements to meet FEMA’s deadline of April 2013 to complete the project.*

2. Do not adopt a Mitigated Negative Declaration (MND) for the Moreno Townsite Area Storm Drain and Street Improvements between Alessandro Boulevard and Drainage Facility Line F, in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level. *This alternative will delay the much needed storm drain and street improvements for the Moreno Townsite area.*

FISCAL IMPACT

There is no fiscal impact for the adoption of the MND, but it is essential in order to proceed with the design and construction of the project.

This project is included in the Fiscal Year 2011/2012 Budget and funded with Measure “A” (Fund 125). This fund is specifically allocated for transportation-related projects. There is no impact to the General Fund.

FISCAL YEAR 2011/2012 BUDGET

Street Improvement Program – HMGP (Account 125.66730)	\$1,468,703
Street Improvement Program – SIP (Account 125.85523)	<u>\$696,250</u>
Total	\$2,164,953

ANTICIPATED SCHEDULE:

Design, Environmental Clearances and Permits	Complete by March 2012
Strom Drain Easement Acquisitions	Complete by June 2012
Award Construction Contract	July 2012
Construction	September 2012 to April 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

The Initial Study prepared by the Planning Division for this project identifies mitigation measures to be incorporated into the project specifications. These mitigation measures will reduce all potential environmental impacts to an acceptable level in compliance with CEQA. The City Council is requested to adopt a MND for the project in order to proceed with the design, storm drain easement acquisitions, and construction of the project to meet FEMA's deadline of April 2013 to complete the project.

NOTIFICATION

In June 2010, as part of the NEPA review and approval process, notifications have been sent in Moreno Townsite Neighborhood advising the residents of the project's NEPA process. A "Final Public Notice" on NEPA process was published on June 21, 2010 in the Press Enterprise to expand the public outreach and provide more information about the project with the efforts of involving the community in the environmental review process and providing comments.

As part of this MND process, a notice was published on December 17, 2011 in the Press Enterprise describing the project and advising the public of the preparation of a MND, notice of time and place where the environmental documents could be inspected, and notice that the City Council would consider approval of a MND for the project (or appropriate modifications or alternatives to the project) on the date of this meeting. As of the writing of this report, no comments have been received. The public has the opportunity to submit comments either prior to or at this evening's City Council meeting.

ATTACHMENTS

Attachment "A" – Location Map

Attachment "B" – Negative Declaration/Initial Study

Attachment "C" – Categorical Exclusion, Federal Emergency Management Agency, Region IX

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

Concurred By:
 John Terell, AICP
 Planning Division Manager/Planning Official

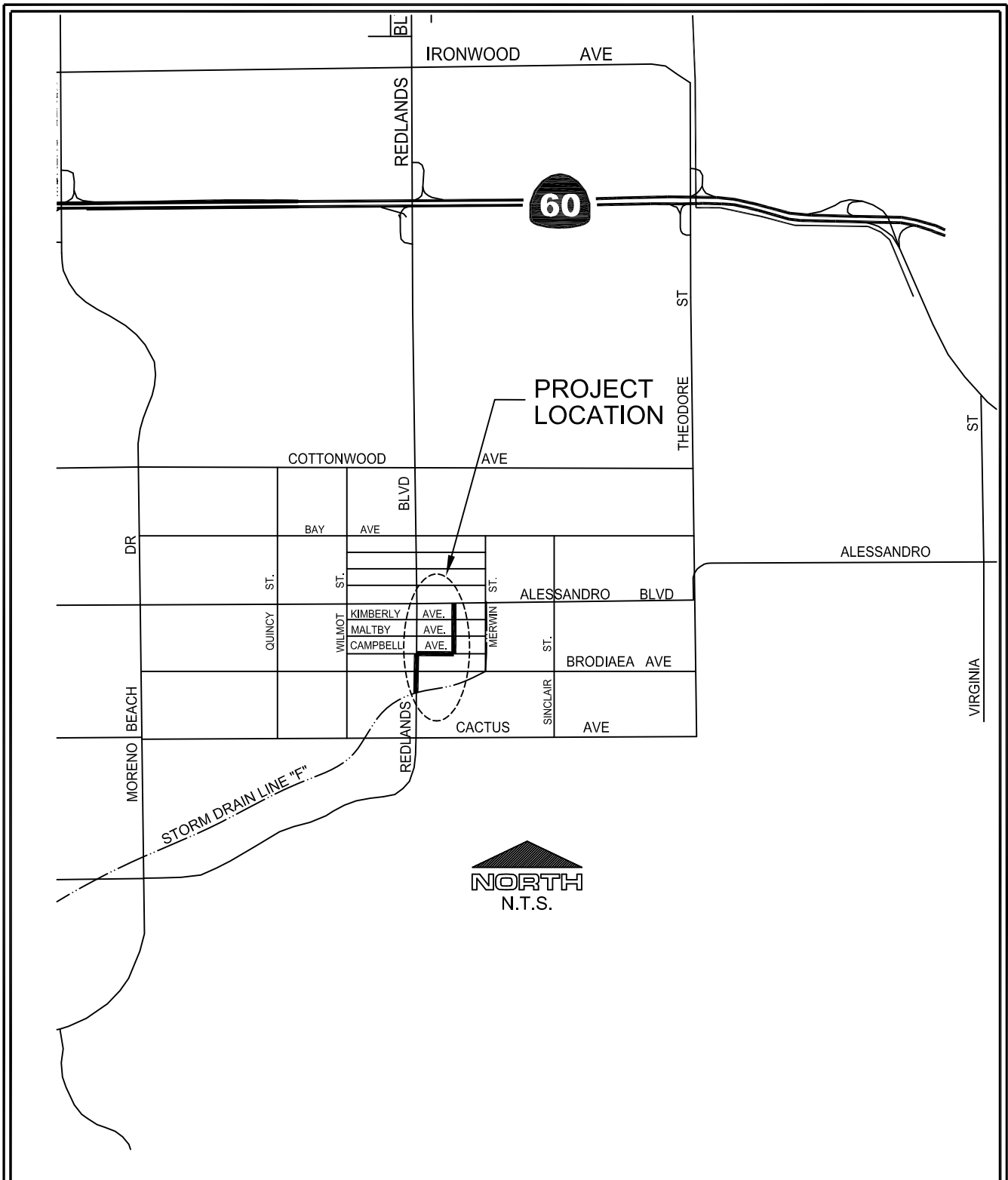
Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Acting City Engineer

Department Head Approval:
 Rick Hartmann
 Interim Public Works Director

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

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LOCATION MAP



Public Works Department
Capital Projects Division

**MORENO TOWNSITE AREA STORM DRAIN AND
MISCELLANEOUS STREET IMPROVEMENTS
BETWEEN ALESSANDRO BOULEVARD AND
DRAINAGE FACILITY LINE F**

PROJECT NO. 11-12566730

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NEGATIVE DECLARATION

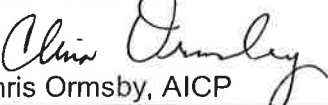
PROJECT TITLE AND FILE NUMBER: STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F IN THE MORENO TOWNSITE AREA PROJECT NO. 11-12566730	
PROJECT APPLICANT: City of Moreno Valley	TELEPHONE NUMBER: (951) 413-3206
PROJECT LOCATION: The project is located southeasterly of Redlands Boulevard and Alessandro Boulevard, westerly of Merwin Street, and northerly of Brodiaea Avenue	
PROJECT DESCRIPTION: The Storm Drain and Street Improvement Project would construct an underground storm drain through an existing residential area bounded by Alessandro Boulevard, Campbell Avenue, Redlands Boulevard, and Merwin Street. The proposed storm drain would run from Alessandro Boulevard to Campbell Avenue, then west along Campbell Avenue to Redlands Boulevard, then south along Redlands Boulevard, and discharge to the existing culvert crossing Redlands Boulevard connecting to the existing open channel Line F at the southwest corner of Redlands Boulevard and Brodiaea. The project also includes various street improvements related to the Storm Drain construction such as pavement, curb, gutter, and sidewalk restorations. The purpose of this project is to mitigate flooding hazards for the Moreno Townsite area. The project receives Hazard Mitigation Grant Program (HMGP) funding through FEMA and CalEMA.	

FINDING

The City of Moreno Valley has reviewed the above project in accordance with the City of Moreno Valley's Guidelines for the Implementation of the California Environmental Quality Act, and has determined that an Environmental Impact Report need not be prepared because:

- The proposed project will not have a significant effect on the environment.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures described in the attached Initial Study and hereby made a part of this Negative Declaration have been added to the project. The Final Conditions of Approval contain the final form and content of all mitigation measures.

This determination is based upon an Initial Study. The project file, including the Initial Study and related documents is available for review during normal business hours (7:30 a.m. to 5:30 p.m. Monday through Thursday) at the City of Moreno Valley, Community & Economic Development Department, Planning Division, 14177 Frederick Street, Moreno Valley, California 92553, Telephone (951) 413-3206.

PREPARED BY:  Chris Ormsby, AICP	DATE: December 15, 2011
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NOTICE

The public is invited to comment on the Negative Declaration. The appropriateness and adoption of the Negative Declaration is considered at the time of project approval in light of comments received.

DATE ADOPTED: _____ BY: _____



**INITIAL STUDY/
ENVIRONMENTAL CHECKLIST FORM
CITY OF MORENO VALLEY**

1. Project Title: Storm Drain and Street Improvements for the Moreno Townsite Area between Alessandro Boulevard and Drainage Facility Line F
2. Lead Agency Name and Address: City of Moreno Valley, 14177 Frederick St. Moreno Valley, CA
3. Contact Person and Phone Number: Chris Ormsby, AICP, Senior Planner (951) 413-3229
4. Project Location: The project is located southeasterly of Redlands Boulevard and Alessandro Boulevard, westerly of Merwin Street, and northerly of Brodiaea Avenue
5. Project Sponsor's Name and Address: City of Moreno Valley
6. General Plan Designation: The site includes the R2, R3, and C General Plan designations.
7. Zoning: The site includes RA2, R3, and VC (Village Commercial) designations.
8. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

The Storm Drain and Street Improvement Project would construct an underground storm drain through an existing residential area bounded by Alessandro Boulevard, Campbell Avenue, Redlands Boulevard, and Merwin Street. The proposed storm drain would run from Alessandro Boulevard to Campbell Avenue, then west along Campbell Avenue to Redlands Boulevard, then south along Redlands Boulevard, and discharge to the existing culvert crossing Redlands Boulevard connecting to the existing open channel Line F at the southwest corner of Redlands Boulevard and Brodiaea. The project also includes various street improvements related to the Storm Drain construction such as pavement, curb, gutter, and sidewalk restorations. The purpose of this project is to mitigate flooding hazards for the Moreno Townsite area. The project receives Hazard Mitigation Grant Program (HMGP) funding through FEMA and CalEMA.

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)

The area is a developed residential neighborhood.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).

Riverside County Flood Control

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

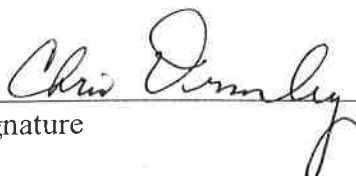
The environmental factors checked below () would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	X
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	


 Signature _____ Date December 12, 2011
 Chris Ormsby, AICP, Senior Planner
 Printed Name _____ For _____

EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Potentially Significant Unless Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analysis,” as described in (5) below, may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
 - (a) Earlier Analysis Used. Identify and state where they are available for review.
 - (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - (c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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I. AESTHETICS. Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
Upon completion, there wouldn't be any effect on a scenic vista. The project is limited to installed infrastructure for the purpose of flood control improvements. The project does not involve the construction of above ground buildings or structures. Therefore, there would be no effect on a scenic vista.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
There is not expected to be any scenic resources that would be damaged. There will be a need to remove some ornamental vegetation between houses at several locations. This vegetation would not be regarded as a scenic resource.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
Upon completion, the project would have no impact on the existing visual character or quality of the site or its surroundings. There will be a need to remove some ornamental vegetation between houses.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X
The proposed project will not create any sources of light. Construction will be completed only during daylight hours as provided for by City ordinance.				
II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?				X
The site is already fully developed with existing single-family homes. There would be no value as farmland.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
None of the site is designated for agricultural use, or a Williamson Act contract.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
The site is already developed. Therefore, there will not be the potential for changes in the existing environment that could result in conversion of farmland to non-agricultural uses.				
III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
Based on the Air Quality and Greenhouse Gas Emissions study prepared by PMC Consultants (November 2011), the proposed project would not conflict with or obstruct implementation of the Air Quality Management Plan. The purpose of this project is to upgrade the storm drain improvements to mitigate flooding hazards for the area. The proposed improvements would not result in a conflict with the City of Moreno Valley's General Plan. (Air Quality and Greenhouse Gas Emissions study is incorporated by reference. It will be available for review at the Community & Economic Development Department – Planning Division's counter.)				
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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There will be emissions associated with construction activities. The proposed project will not result in permanent stationary or mobile sources of emission. The Air Quality Study prepared by PMC Consultants using the URBEMIS model found that the construction-related criteria pollutant and precursor emissions would be less than the South Coast Air Quality Management District (SCAQMD) potentially significant threshold. Therefore, no measures to reduce air quality impacts to an acceptable level are required. During construction, compliance with South Coast Air Quality Management District Rules 402 and 403 will be required.

Mitigation Measure

The following mitigation measure shall be included in the project specifications, and implemented during construction:

During construction, the project shall comply with South Coast Air Quality Management District Rules 402 and 403.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
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SCAQMD's approach for assessing cumulative impacts is based on the AQMD forecasts of attainment of ambient air quality standards in accordance with the requirements of the federal and State Clean Air Acts. The project would be consistent with the AQMP, which is intended to bring the SCAB into attainment for all criteria pollutants. In addition, the construction emissions calculated for the proposed project would not result in long-term operation emissions. Therefore, cumulative impacts would be less than significant. (Air Quality Study, PMC Consultants)

d) Expose sensitive receptors to substantial pollutant concentrations?			X	
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The only potential exposure to sensitive receptors would be during construction. During construction, exposure would be short, and exhaust would dissipate rapidly. The PMC Consultant study examined construction related local significance threshold impacts for Nitrogen Oxide, Carbon Monoxide, PM10, and PM2.5. None of the results exceeded the LST thresholds. (PMC Consultants, Table 5)

e) Create objectionable odors affecting a substantial number of people?			X	
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Some short-term odors associated with diesel exhaust from construction equipment would be expected. The odors would be short-term, and affect only a small number of people. The impacts would not have the potential to be a significant impact, and would not effect a substantial number of people.

IV. BIOLOGICAL RESOURCES. Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?			X	
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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As part of a NEPA review of the property, FEMA considered the proposal’s potential to affect federally listed threatened and endangered species, species proposed for these categories, and designated critical habitat. In December 2009, FEMA’s consultant, URS Group, Inc. (URS), conducted a California Natural Diversity Database search for a 10-mile radius surrounding the proposed project area and reviewed the U.S. Fish and Wildlife Service species list for Riverside County. A biologist also conducted a field review of the project area on December 3, 2009. The proposed project has been previously developed and substantially disturbed and is not located within designated or proposed critical habitat of any federally listed species. The conclusion was that the project would comply with Section 7 of the Endangered Species Act.

A biological inventory was prepared by the project by PMC Consultants. (November 2011) The project area has all been previously disturbed by residential development. A PMC biologist conducted a reconnaissance-level survey on October 6, 2011. (PMC Consultants, Biological Inventory, p. 11) The study including observing both plant and wildlife species within and adjacent to the project study area. The project study area consists primarily of ruderal and urban communities. The study also examined the ephemeral man-made “Line F Channel.” Project construction activities would not affect this ephemeral drainage channel.

With regard to Multi-species Habitat Conservation Plan (MSHCP) consistency, the report generator identified the southern portion of the project study area as having potential to support burrowing owl and the Los Angeles pocket mouse. However, field review determined that suitable habitat is not present for the Los Angeles pocket mouse. Suitable habitat is present for burrowing owls in undisturbed areas surrounding the project study area. Therefore, pre-construction burrowing owl surveys are required to comply with the Multi-species Habitat Conservation Plan.

Mitigation Measures

To be consistent and in compliance with the MSHCP and the Migratory Bird Act, the following mitigation measures shall be included in the project specifications and implemented prior to land disturbance:

If construction occurs during the nesting season for migratory birds and raptors (February 1 to September 1), a pre-construction nest survey shall be conducted by a qualified biologist within a 250-foot of the construction zone (where feasible within two (2) weeks prior to the start of construction activities, including vegetation removal or earthmoving work.

As required by the MSHCP, and consistent with the “Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan area” (Riverside County, “Burrowing Owl Survey Instructions,” 2006), a qualified biologist shall perform burrowing owl surveys in order to determine presence and burrow locations within 30 days prior to site mobilization.

b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?			X	
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There is no riparian vegetation on the site that will be impacted. The project will not have an effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by State Fish and Game or U.S. Fish and Wildlife Service.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	
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Based on the Biological Inventory prepared by PMC Consultants, the Line F Channel, located on the east and south sides of the project study area, is a potentially jurisdictional area under U.S. Army Corps of Engineers. However, project construction activities would not affect this potentially jurisdictional feature. Therefore, the project would not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act. (PMC Consultants, Biological Inventory, page 27)

d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
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The proposed storm drain improvements are located within an area that is already developed with residences. Therefore, the project will not interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites. (PMC Consultants, Biological Inventory, page 26)

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
The project will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?				X
The project is located within the Stephens' Kangaroo Rat Habitat Conservation Plan (SKR HCP) and the Multi-species Habitat Conservation Plan (MSHCP). The project is not within a reserve area of the SKR HCP. Because it is a public project, there would be no required fee. Therefore, the project is consistent with the SKR HCP.				
The project is located with the Multi-species Habitat Conservation Plan. The project is not within a criteria area of the MSHCP. However, the project will be required to complete pre-construction surveys for burrowing owl. Although no mitigation measures are required, as noted in Item IV.a. above, to be consistent with the MSHCP, the following statement should be included in the project specifications, and staff will ensure under existing procedures that the pre-construction burrowing owl survey is completed.				
As required by the Multi-species Habitat Conservation Plan, and consistent with the "Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan area" (Riverside County, 2006), a qualified biologist shall perform burrowing owl surveys in order to determine presence and burrow locations within 30 days prior to site mobilization.				
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?			X	
As part of the NEPA review, the project was reviewed in accordance with Section 106 of the National Historic Preservation Act of 1966. FEMA conducted a records search on December 9, 2009 at the Eastern Information Center of the California Historical Resources Information System to identify information about prior cultural resource studies and recorded historic properties within ½ mile of the project area. Based on the study there are no known historical resources within the project area or within ½ mile of the project area.				
For the CEQA review, planning reviewed its list of historic structures. Also, the City reviewed the City's Potential Historic Sites layer on the City's GIS system. This list includes homes that are at least 45 years old. There were no properties identified within the project area that are 45 years old or older. Therefore, the proposal would have no potentially significant impact on historical resources.				
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?			X	
As part of the NEPA review, a URS archaeologist, under contract to FEMA, conducted a cultural resources pedestrian survey of the project area, and a 50-foot wide buffer on January 11, 2010. The study area was observed to be previously disturbed by housing development and other activities. No archaeological materials or evidence of archaeological deposition were found. Further, based on the Study of Historical and Archaeological Resources for the Revised General Plan (General Plan Environmental Impact Report (EIR), 2006), there are no known historic or archaeological resources within the project area, or in close proximity to the project area.				
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
There are no known paleontological resources within the project area, or in close proximity to the project area. (City of Moreno Valley General Plan EIR, 2006)				
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
There are no known human remains within the project area.				
VI. GEOLOGY AND SOILS. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The San Jacinto fault, considered to be the most active in Southern California is located approximately two miles east/northeast of the project area. An Alquist-Priolo Special Fault Zone has been established for the San Jacinto fault. The project area is not located within the Alquist-Priolo Special Studies Zone, and does not involve the construction of habitable structures, therefore, the proposed project would result in a less-than-significant impact. The proposed project does not include any above ground structures so ground shaking would have no potential impact on the project.				
(ii) Strong seismic ground shaking?				X
The project area would be subject to ground shaking. The San Jacinto fault, considered to be the most active in Southern California is located approximately two miles east/northeast of the project area. An Alquist-Priolo Special Fault Zone has been established for the San Jacinto fault. The project area is not located within the Alquist-Priolo Special Studies Zone, and does not involve the construction of habitable structures, therefore, the proposed project would result in a less-than-significant impact. The proposed project does not include any above ground structures so ground shaking would have no potential impact on the project.				
(iii) Seismic-related ground failure, including liquefaction?			X	
The site is not identified as having a potential for seismic-related ground failure, such as liquefaction. (General Plan EIR, 2006)				
(iv) Landslides?				X
The site is generally flat. There is no potential for landslides within the project area.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
The proposal is not expected to result in substantial soil erosion or the loss of top soil.				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
The proposal is not located on a geologic unit, or soil that is unstable.				
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
The project will not involve the construction of any buildings. The project will not create any increased risk to life or property.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
The proposed project does not involve the use of septic tanks or alternative waste water disposal systems. Therefore, there is no potential for a significant impact on the environment due to soils that are incapable of supporting the use of septic tank systems or alternative disposal systems.				
VII. GREENHOUSE GAS EMISSIONS. Would this project?				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
The project once constructed will not result in any GHG emissions. The Air Quality and Greenhouse Gas Emissions Assessment (prepared by PMC Consultants) for the project found that the GHG emissions resulting from construction would be well below the SCAQMD thresholds. Therefore, there is no potential for a significant impact, and no mitigation measures are required. (Air Quality and Greenhouse Gas Emissions Study, PMC Consultants, November 2011)				
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X
Based on the prepared air quality study, the project would not conflict with any applicable plan policy or regulation concerning GHG emissions.				
VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?			X	
During construction and upon completion, there will be no potentially significant hazard to the public or the environment through the routine, transport, use or disposal of hazardous materials. The only materials that will be used during construction will be those that are necessary to complete the storm drain project. None of these materials would create a potential significant hazard to the public or to the environment.				
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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During construction, there will be construction equipment on the site as part of the project. Based on considering the type of materials involved in construction, there is no potential for a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
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Upon completion, the project would not involve the emission of hazardous emissions or acutely hazardous materials. It is also not expected that there will be hazardous emissions or handling of hazardous materials at the site. In addition, the nearest school is more than 0.5 miles from the site.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
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The project area is not included on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
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The project is not located within an airport land use plan.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
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The project is not within the vicinity of a private airstrip.

g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
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A Traffic Control Plan will be prepared for construction related impacts consistent with City policy. The project would not impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan. No mitigation measures will be required.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
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The project would not result in any risk of loss involving wildland fires as the project is not adjacent to areas subject to wildland fires. (City of Moreno Valley, General Plan, 2006)

IX. HYDROLOGY AND WATER QUALITY. Would the project:

a) Violate any water quality standards or waste discharge requirements?				X
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The project as designed will not violate any water quality standards or waste discharge requirements. The design of the project will be in compliance with City standards and Riverside County Flood Control standards.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
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The project will have no effect on groundwater supplies or interfere substantially with groundwater recharge.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
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The project would not substantially alter the existing drainage pattern. However, the project will improve the drainage of the project site area to reduce the potential for flooding.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?				X
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The project will alter the existing drainage pattern of this limited area by establishing a storm drain system, which will reduce the potential for flooding of the area.

e) Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of			X	
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
polluted runoff?				
The project would not create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff. In fact, the project will provide a drainage system that will collect runoff and direct it to Line F and in compliance with the Riverside County Flood Control Master Plan.				
f) Otherwise substantially degrade water quality?				X
The project would not have any direct or indirect impact on water quality.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
The project will provide storm drain improvements for the project study area. The project study area is not within a 100-year floodplain. (FEMA Map panel, 06-09-6856V-065074)				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?			X	
The project will provide storm drain improvements for the area reducing the potential for flooding. According to the FEMA map panel for the project study area, the project is within Zone X (Areas of 0.2% annual chance flood, areas of 1% annual chance flood with average depths of less than one foot with drainage areas less than one square mile; and areas protected by levees from 1% annual flood chance. (FEMA Map panel, 06-09-6856V-065074)				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
The proposed storm drain improvements will reduce the potential to expose people or structures to loss, injury or death involving flooding.				
j) Inundation by seiche, tsunami, or mudflow?				X
The project area would not be subject to seiche, tsunami, or mudflow.				
X. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?				X
The project will involve installation of a storm drain within an existing residential neighborhood. However, this will not result in any change to the community.				
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
The project would not conflict with the General Plan or any other applicable land use plan.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
The project is not within a reserve area under the SKR HCP or a criteria area under the WRC-MSHCP. Therefore, the project could not be in conflict with an applicable habitat conservation plan. Other measures of the MSHCP, as discussed under Biological Resources, will be implemented to ensure consistency with the MSHCP.				
XI. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
The project would have no potential to result in the loss of availability of a mineral resource that would be of value to the region and the residents of the state.				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
The project would not result in the loss of availability of a locally-important mineral resource recovery site delineated on the General Plan or other land use plan.				
XII. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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A Construction Noise Assessment was prepared by PMC Associates (PMC, November 2011) The project will not result in any potential for long-term noise impacts after construction. However, the study does identify construction noise as a potential impact. The study states that potential construction equipment could include concrete mixers, bulldozers, backhoes, and heavy trucks. Several of the measures identified by the study are identified as mitigation measures.

Mitigation Measures

The following mitigation measures shall be included in the project specifications and implemented during construction:

- A. The construction contractor shall adhere to local ordinances and codes relating to construction equipment, sound levels, and hours of operation, which includes adherence to Municipal Code Section 11.080.030(D)(7), which limits operation of any tools or equipment used in construction, drilling, repair, alteration or demolition work between the hours of 8:00 p.m. and 7:00 a.m.
- B. The construction contractor shall install and maintain effective mufflers on construction equipment throughout the period of construction.
- C. The construction contractor shall locate equipment and staging areas as far from residences as possible.
- D. The construction contractor shall limit unnecessary idling of equipment.
- E. The City shall provide notices to residences within the project area one month before initiation of construction activities notifying them of the date of the start of construction, the anticipated length of construction, the limits of allowable work hours for noise generating construction activities, and providing them with an email address and telephone number for a City representative whom residents can contact with questions or concerns about noise associated with project construction.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
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With the mitigation measures listed in XII. A. above, it is not expected that there will be exposure of residents to excessive groundborne vibration or noise level.

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X
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The project will not result in any permanent increase in ambient noise levels in the project vicinity. As there will be no noise generated by the storm drain project upon project completion.

d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
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There will be a temporary increase in noise levels related to construction noise. As identified the mitigation measures in XII.a. above will reduce temporary construction impacts to an acceptable level.

e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
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The project is not located within an airport land use plan, or within two miles of a public airport.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
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There is no private airstrip within several miles of the project site.

XIII. POPULATION AND HOUSING. Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
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The project area is already developed. The proposed infrastructure will not result in inducing population growth in the area.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
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The project will not displace any housing or require the need for replacement housing.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
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The project will not displace substantial numbers of people requiring replacement housing elsewhere.

XIV. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Fire protection?				X
The project would have no long-term impact on fire protection.				
b) Police protection?				X
The project would have no long-term impact on police protection.				
c) Schools?				X
The project would not have the potential for an impact on school facilities.				
d) Parks?				X
The project would not have the potential for an impact on parks facilities.				
e) Other public facilities?				X
There would be no impact on other public facilities.				
XV. RECREATION.				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
The project would have no impact on existing neighborhood or regional parks, or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
The project would not include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.				
XVI. TRANSPORTATION/TRAFFIC. Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
Upon completion of the project, there would be no potential impact on the City's circulation system. A Traffic Control Plan will be developed to address circulation within the project study area during construction.				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				X
The proposed project would have no impact on traffic congestion once it is completed.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The project would have no effect on air traffic patterns.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X
There are no changes in design features anticipated as part of this project.				
e) Result in inadequate emergency access?			X	
There will be no long-term effect on emergency access. Traffic control plan efforts will ensure that there is adequate emergency access to the area during construction.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
The proposed storm drain project will not provide any impediment to public transit, bicycle, or pedestrian facilities.				
XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
The project affects storm water only. It would not include exceeding wastewater treatment requirements of the applicable Regional Water Quality Control Board.				
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
environmental effects?				
The project adds infrastructure to enhance drainage of an existing improved area.				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The project involves the construction of storm drainage facilities for an existing residential area. The project would not require or result in the construction of new storm water drainage facilities or expansion of existing facilities.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
The project would not require water supplies as it is a storm drain project.				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
The project will not create a need for wastewater treatment facilities. Therefore, there could no impact.				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
Once completed, this project would not have any solid waste disposal needs. It is expected that there the project would contribute a negligible amount of solid waste during construction from the removal of shrubby vegetation etc.				
g) Comply with federal, state, and local statues and regulations related to solid waste?				X
The project would comply with all federal, state, and local statues and regulations related to solid waste.				
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
The project does not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.				
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
The only impacts of the project would be during project construction. The impacts would be both limited as an individual project, and also limited as a cumulative project. Based on the air quality and noise assessments that have been prepared, this project would not result in potential significant cumulative impacts.				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X
The storm drain project will provide much needed improvements within an area that has been subject to flooding. The project would not have environmental effects which will cause substantial effects on human beings, either directly or indirectly.				

Appendix 1: Mitigation Monitoring and Reporting Program

CATEGORICAL EXCLUSION
Federal Emergency Management Agency
Region IX

DATE: September 3, 2010
PROPOSAL TITLE: Moreno Valley Storm Drain
FEMA PROJECT NUMBER: HMGP 1731-47-49R
SUBGRANTEE: City of Moreno Valley

DESCRIPTION OF PROPOSAL

The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) proposes to provide Federal financial assistance (Federal action) to the City of Moreno Valley (Subgrantee), through the California Emergency Management Agency (Cal EMA), for the construction of an underground storm drain system. The storm drain would minimize the risk of damage and loss from flood hazards in the City of Moreno Valley, Riverside County, California. The assistance would be through FEMA's Hazard Mitigation Grant Program (HMGP). HMGP funds are available under the Presidential Disaster Declaration for the major wildfires that occurred in southern California from October 2007 to March 2008 (FEMA-1731-DR-CA). The purpose of the Subgrantee's proposal is to prevent or reduce the risk of loss from flooding to residences and roads.

Federal financial assistance would be provided pursuant to Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (42 U.S.C. §§ 5121-5206 [2009]) and its implementing regulations (44 C.F.R. §§ 206.31-206.48 [2009]).

The storm drain system would extend from Alessandro Boulevard to Campbell Avenue and from Campbell Avenue, to Redlands Boulevard and outlet to an existing concrete box culvert and open drainage channel. The Subgrantee's proposal includes excavating trenches, installing storm drain pipes and connecting pipes, installing catch basins and storm drain manholes, connecting the drainage system to an existing culvert in Redland Boulevard, and backfilling and compacting the trench.

The proposed project involves minimal ground disturbance within the predominately developed Moreno Townsite. The storm drain system would be buried as deep as 8 feet below the ground surface, and all existing features, pavement, and landscaping would be restored to at least pre-project conditions. All ground-disturbing activities would occur within areas that have been previously disturbed. A staging area on the southwestern corner of Brodiaea Avenue and Redlands Boulevard would be used to prepare and store equipment and materials. Construction is expected to take approximately 12 months. General maintenance would occur annually and would consist primarily of accessing the manholes and cleaning the drains.

All necessary encroachment permits required to connect the storm drain system to the existing concrete box culvert would be obtained by the Subgrantee. The Subgrantee would obtain the appropriate easements for maintenance and emergency access to the storm drain.

ENVIRONMENTAL CONSIDERATIONS

Compliance regarding the relevant environmental regulations is described below.

Clean Water Act

FEMA reviewed the proposal for compliance with Sections 401, 402, and 404 of the Clean Water Act (CWA) of 1977 (33 U.S.C. §§ 1341, 1342, and 1344 [2009]). The Subgrantee would be responsible for obtaining all permits in compliance with Sections 401, 402, and 404 of the CWA.

Coastal Barriers Resources Act

In compliance with the Coastal Barriers Resources Act of 1982 (16 U.S.C §§ 3501–3510 [2010]), FEMA reviewed the proposal for impacts to coastal barrier islands. The proposed project area is outside the Coastal Barrier Resources System. Therefore, the Coastal Barriers Resources Act is not applicable to this proposal.

Coastal Zone Management Act

In compliance with the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451–1456 [2010]), FEMA reviewed the proposal for impacts to the coastal zone and coastal resources. The proposed project area is outside the coastal zone. Therefore, the Coastal Zone Management Act is not applicable to this proposal.

Endangered Species Act

In compliance with Section 7 of the Endangered Species Act of 1973 (ESA) (16 U.S.C. § 1536 [2010]), FEMA considered the proposal's potential to affect federally listed threatened and endangered species, species proposed for these categories, and designated critical habitat.

In December 2009, FEMA's consultant, URS Group, Inc. (URS) conducted a California Natural Diversity Database search for a 10-mile radius surrounding the proposed project area and reviewed a U.S. Fish and Wildlife Service (USFWS) species list for Riverside County. A URS biologist, under contract to FEMA, conducted a field review of the proposed project area on December 3, 2009. The proposed project area has been previously developed and substantially disturbed and is not located within designated or proposed critical habitat for any federally listed species.

Based on the nature of the proposal and the lack of habitat suitable to support any species listed or proposed to be listed under the ESA, FEMA concluded that the proposal would have no effect on any species listed or proposed to be listed under ESA, and consultation with USFWS and National Marine Fisheries Service is not required. The proposal would also have no effect on designated critical habitat. Therefore, the proposal complies with Section 7 of the ESA.

Fish and Wildlife Coordination Act

In compliance with the Fish and Wildlife Coordination Act (FWCA) of 1934 (16 U.S.C. §§ 661–666c [2010]), FEMA considered the proposal's impacts on fish and wildlife resources associated with water bodies. The FWCA applies only to Federal water resource development projects. Although the project area connects to an ephemeral drainage, it is not a Federal water resource development project. Therefore, the FWCA is not applicable to the proposed project.

National Historic Preservation Act

In accordance with Section 106 of the National Historic Preservation Act of 1966 (NHPA) (16 U.S.C. § 470f [2010]), FEMA reviewed the proposal for potential adverse effects to historic properties. FEMA identified an area of potential effect (APE) for direct impacts. The APE includes a staging area at the southwestern corner of Brodiaea Avenue and Redlands Boulevard. A separate APE for indirect impacts was not established because no potential was identified for effects from factors such as visual intrusions or noise since the proposed project area would be restored to pre-construction conditions. The proposal is within the purview of the 2005 First Amended Programmatic Agreement (Agreement) developed among FEMA, the State Historic Preservation Officer (SHPO), CalEMA, and the Advisory Council on Historic Preservation dated April 14, 2005. Pursuant to Stipulation VII.B of the Agreement, FEMA conducted a records search on December 9, 2009, at the Eastern Information Center of the California Historical Resources Information System to identify information about prior cultural resource studies and recorded historic properties within 0.5-mile of the APE. No previously recorded historic properties were identified in or within a 0.5-mile of, the APE.

A URS archaeologist, under contract to FEMA, conducted a cultural resources pedestrian survey of the APE and a 50-foot-wide buffer on January 11, 2010. The APE was observed to be previously disturbed by housing development (ca. 1970s) and other activities (e.g., agriculture). No archaeological materials or evidence of archaeological deposition were observed. A poured concrete foundation slab and a small number of unmarked bricks were identified in the staging area south of the proposed project; based on information provided by the Subgrantee, the foundation and associated materials date to ca. 1985. FEMA has determined that no properties eligible for or listed in the National Register of Historic Places exist within the APE. Therefore, FEMA determined that the Subgrantee's proposal would result in "no historic properties affected."

FEMA notified the Pechanga Band of Mission Indians, the Ramona Band of Cahuilla Mission Indians, the San Manuel Band of Mission Indians, the Santa Rosa Band of Mission Indians, the Morongo Band of Mission Indians, the Kupa Cultural Center, the Serrano Nation of Indians, the Soboba Band of Luiseño Indians, the Cahuilla Band of Indians, and the Pechanga Cultural Resources Department of its determination on March 2, 2010, and requested comments on the proposal. The Pala Band of Mission Indians submitted a letter dated March 5, 2010, concurring with FEMA's determination. The Soboba Band of Luiseño Indians sent letters on March 16, June 3, and July 15, 2010, requesting additional consultation with FEMA. FEMA responded with a telephone phone call and letter to the Soboba Band of Luiseño Indians and stated that no

cultural or archeological resources were expected to occur in the area but that the tribe would be notified if any cultural archeological resources were discovered during the project activity. An additional letter was sent to the Soboba Indians on August 3, 2010 requesting any project specific comments be received within 10 days. No additional comments were received. No other responses have been received to date.

FEMA notified the State Historic Preservation Officer (SHPO) of its determination on March 3, 2010. The SHPO concurred with FEMA's determination on April 6, 2010. Therefore, the proposal complies with Section 106 of the NHPA. In the unlikely event that previously unidentified historic properties are found during construction activities, the Subgrantee must stop work and take reasonable steps to avoid or minimize harm to the discovery. The Subgrantee must then notify FEMA through CalEMA of the discovery.

Clean Air Act

In compliance with the Clean Air Act of 1970 (CAA) (42 U.S.C. §§ 7401–7661 [2009]), FEMA considered the proposed project's impact on air quality. According to the General Conformity Rule (GCR) (40 C.F.R. § 51.853 [2010]), prior to approval of any Federal action, "a conformity determination is required for each criteria pollutant or precursor where the total of direct and indirect emissions of the criteria pollutant or precursor in a non-attainment or maintenance area caused by a Federal action would equal or exceed any of the rates" that are specified in the GCR.

The City of Moreno Valley is within the South Coast Air Basin, which is in severe non-attainment for the 8-hour ozone standard and serious non-attainment for the PM₁₀ (particulate matter equal to or less than 10 micrometers) standard. Using conservative assumptions regarding the duration and scope of construction as well as the number and types of construction vehicles and equipment, a URS air quality engineer, under contract to FEMA, conducted an analysis of the expected emissions resulting from the proposal using guidance from the California Air Resources Board. Emissions were estimated at 0.46 tons per year of volatile organic compounds (VOCs) (precursors to ozone), 0.42 tons per year of PM₁₀, and 3.70 tons per year of nitrogen oxides (NO_x) (also a precursor to ozone). These emission rates are far below the GCR de minimis levels for ozone precursors of 25 tons per year of VOCs or NO_x and the GCR de minimis level of 70 tons per year of PM₁₀, as provided in 40 C.F.R. Part 93.153. Therefore, the proposal complies with the GCR and the CAA. The Subgrantee would be responsible for obtaining any local air quality permits required by the South Coast Air Quality Management District.

Executive Order 11988, Floodplain Management

In compliance with Executive Order (EO) 11988, Floodplain Management, FEMA considered the proposal's impacts on the floodplain. The Flood Insurance Rate Map for Riverside County, California, and Incorporated Areas, effective date August 28, 2008, Panel Number 065074 0770 G, indicates that the proposed project area is in Zone X. Zone X is defined as any area that is outside the 100-year floodplain. FEMA has therefore determined that the project site is outside the 100-year floodplain and that the proposal complies with EO 11988.

Executive Order 11990, Protection of Wetlands

In compliance with EO 11990, Protection of Wetlands, FEMA considered the proposal's impacts on wetlands. On December 3, 2009, a URS biologist, under contract to FEMA, conducted a field review to determine whether potential wetlands or other jurisdictional waters of the United States exist in the proposed project area. The review indicated that the proposed project area connects to an ephemeral drainage with potential wetlands or other jurisdictional waters. Pursuant to 44 C.F.R. Part 9, FEMA complied with the Eight-Step Decision-Making Process and provided final public notification of the proposal on June 21, 2010. The notice included the actions that would temporarily affect and potentially permanently affect wetlands and provided an explanation of why the proposal was the only practicable alternative. FEMA determined that the proposal is the only practicable alternative, the benefits of which outweigh the adverse impacts to wetlands. Therefore, the proposal complies with EO 11990.

Executive Order 12898, Environmental Justice

In compliance with EO 12898, Environmental Justice, FEMA evaluated potential effects on low-income and minority populations. The proposal does not have the potential to cause disproportionately high and adverse impacts on low-income or minority populations. In general, the proposal would benefit all local residents by reducing the risk of loss from flooding of residences or roads. Therefore, the proposal complies with EO 12898.

Executive Order 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building or Construction

In compliance with EO 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building or Construction, FEMA reviewed the proposal. EO 12699 applies only to new building construction and is therefore not applicable to the proposal.

CONCLUSIONS

The proposed project involves installing an underground drainage system in a modern, developed area with substantially completed infrastructure. The area immediately surrounding the proposed project area is also developed. The proposed project would not alter basic functions, exceed the capacities of other system components, or modify intended land uses. The Subgrantee's proposal would not adversely affect the quality of the human environment. No extraordinary circumstances, as defined in 44 C.F.R. § 10.8(d)(3), have been identified or are expected from implementation of the proposal.

In accordance with 44 C.F.R. § 10.8(d)(2)(xvi) (2008), this proposal is categorically excluded from the need to prepare either an environmental assessment or environmental impact statement.



Donna M. Meyer

Deputy Regional Environmental and Historic Preservation Officer
FEMA Region IX

03 SEP 2010**Date**

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ORDINANCE NO. 835

AN ORDINANCE OF THE CITY OF MORENO VALLEY,
CALIFORNIA, REPEALING AND RE-ENACTING
SECTIONS 3.44.010, 3.44.020A AND 3.44.050 OF TITLE 3
OF THE CITY OF MORENO VALLEY MUNICIPAL CODE

The City Council of the City of Moreno Valley ordains as follows:

SECTION 1. PRIOR ENACTMENTS REPEALED

1.1 All prior enactments of Sections 3.44.010, 3.44.020A and 3.44.050 of the Municipal Code are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 2. MUNICIPAL CODE AMENDED

2.1 Sections 3.44.010, 3.44.020A and 3.44.050 of Title 3 of the City of Moreno Valley Municipal Code are hereby amended in its entirety to read as follows:

3.44.010 Title

The ordinance codified in this chapter shall be known as the "Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2009" and shall replace and supersede Chapter 3.44 of the Moreno Valley Code. (Ord. 807 § 2.1, 2010)

3.44.020 Findings

A. The city is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the county of Riverside and sixteen (16) cities located in Western Riverside County. Acting in concert, the WRCOG member agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the regional system of highways and arterials in Western Riverside County (the "regional system") could be made up in part by a transportation uniform mitigation fee ("TUMF") on future residential, commercial, and industrial development. As a member agency of WRCOG and as a TUMF participating jurisdiction, the city participated in the preparation of a certain "Western Riverside County Transportation Uniform Fee Nexus Study," dated October 18, 2002 (the "2002 Nexus Study") prepared in compliance with the Mitigation Fee Act (Gov. Code Sections 66000 et seq.) and adopted by the WRCOG executive committee. Based on the 2002 Nexus Study, the city adopted and implemented an ordinance authorizing the city's participation in a TUMF program.

3.44.050 Reimbursements

Should the developer construct regional system improvements in excess of the TUMF fee obligation, the developer may be reimbursed based on actual costs or the approved Nexus Study, including any addenda, effective at the time the agreement was entered into, whichever is less. Reimbursements shall be enacted through an agreement between the developer and the City, contingent on funds being available and approved by WRCOG. In all cases, however, reimbursements under such special agreements must coincide with construction of the transportation improvements as scheduled in the five-year capital improvements program adopted annually by WRCOG.

APPROVED AND ADOPTED this 10th day of January, 2012.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 835 had its first reading on December 13, 2011, and had its second reading on January 10, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of January, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

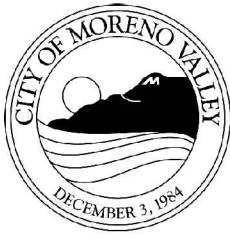
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**MINUTES - REGULAR MEETING OF DECEMBER 13, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

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

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: January 10, 2012

TITLE: AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION FOR ADDITIONAL AFTER SCHOOL EDUCATION AND SAFETY GRANT FUNDS FOR ELEMENTARY AND MIDDLE/JUNIOR HIGH SCHOOL STUDENTS FOR FISCAL YEAR 2012/13

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District, authorize the City Manager to submit a grant application in the amount of \$567,000 to the California Department of Education for After School Education and Safety Grant funds (ASES) for Elementary and Middle/Junior High School students for FY 2012/13.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

The City of Moreno Valley originally applied for and received funding from the ASES Grant for FY 2006/07 through FY 2009/10. The grant was renewed for three additional years through FY 2012/13. The City currently receives \$4,296,909 in grant funding to serve 3,200 students in after school programs at 43 school sites in the Moreno Valley and Val Verde Unified School Districts. We began partnering with THINK Together to operate all 43 sites in FY 2011/12.

DISCUSSION

THINK Together would like to partner with the City of Moreno Valley along with Moreno Valley Unified School District and Val Verde Unified School District in applying for additional funding through the ASES Program to add Vista Heights Middle School and increase funding for several program sites that are below the maximum funding level.

This funding will allow us to serve over 400 additional low income students in our after school program. Our program provides a safe environment where students can go after school to get homework help, literacy and academic enrichment, physical activity, and a nutritious snack.

ALTERNATIVES

1. Authorize the City Manager to submit the grant application to the California Department of Education for the After School Education and Safety Grant for Elementary and Middle/Junior High School students for FY 2012/13.
2. Do not authorize the City Manager to submit the grant applications to the California Department of Education for the After School Education and Safety Grant for Elementary and Middle/Junior High School students for FY 2012/13.

FISCAL IMPACT

Staff is recommending an additional \$567,000 in After School Education and Safety Grant Funds for FY 2012/13. The proposed grant would fund all program expenditures at 100 percent through direct grant funding. THINK Together will provide an amount of cash or in-kind local funds equal to not less than one-third of the total grant amount to meet the match requirement. The grant funds are used for providing after school care and are restricted to this program. There is no impact to the General Fund. Funds will be budgeted in the fund 162 FY 2012/13 Operating Budget.

CITY COUNCIL GOALS

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

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

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This grant funding would allow the City, in partnership with THINK Together, MVUSD and VVUSD, to provide after school care for over 400 additional students kindergarten through grade nine where they receive extended learning opportunities in a safe physical and emotional environment.

Prepared By:
Patty Grube
Management Analyst

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

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

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**MINUTES - REGULAR MEETING OF DECEMBER 13, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

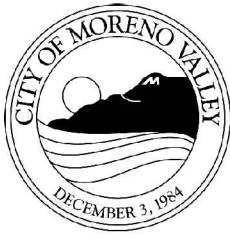
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**MINUTES - REGULAR MEETING OF DECEMBER 13, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director
Ahmad Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: January 10, 2012

TITLE: PUBLIC HEARING AND AUTHORIZING RESOLUTION FOR EXECUTION AND DELIVERY OF CALIFORNIA COMMUNITIES GAS TAX REVENUE CERTIFICATES OF PARTICIPATION, SERIES 2012_ TOTAL ROAD IMPROVEMENT PROGRAM (TRIP)

RECOMMENDED ACTION

Staff recommends that the City Council, after conducting the public hearing:

Adopt Resolution No. 2012-03 approving the sale, execution, and delivery of not more than \$20 million in principal amount of California Communities Gas Tax Revenue Certificates of Participation, Series 2012_ (TRIP–Total Road Improvement Program) (the “COPs” or “Certificates”) and approving certain actions in connection therewith, and authorizing judicial validation proceedings relating thereto.

RECAP OF RECENT GAS TAX FINANCING ACTIONS

The City Council conducted a public hearing and adopted Resolution No. 2011-81 approving the sale, execution, and delivery of not more than \$20 million in principal amount of California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP- Total Road Improvement Program). The City Council also authorized the addition of the Nason Street Project from Cactus Avenue to Fir Avenue in the FY 2011-12 CIP and the appropriation of up to \$15 million for the project. The City Council’s actions also detailed the impacts of approving the project and the funding to repay the approved financing.

On October 25, 2011 the City Council approved the dismissal of the validation action related to the California Communities Gas Tax Revenue Certificates of Participation,

Series 2011B Total Road Improvement Program, thereby terminating the City's participation in the TRIP Financing Program. The dismissal was solely due to the viable threat of a challenge to the validation action filed in Riverside Superior Court on behalf of the City of Moreno Valley. A challenge to the validation action would have held up the financing for the entire pool, which included the cities of Menifee and Desert Hot Springs. The validation actions were successfully upheld in Riverside Superior Court in November 2011. City of Moreno Valley staff now recommend conducting a public hearing and approving the same actions that the City Council approved on July 26, 2011, to allow the City to proceed with the Gas Tax Financing as originally proposed. The budget actions and appropriations approved in July 2011 are valid and do not need to be changed at this time. Staff will work with California Communities to identify other potential partners to pool the TRIP Gas Tax Financing Program as the City's validation process is progressing. The documents are presented to allow this partnership as the opportunity may arise prior to issuing the approved COPs.

BACKGROUND

On June 14, 2011 the City Council approved the FY 2011-12 Capital Improvement Plan (CIP). Part of that approval included the resequencing of projects and monies to fund improvements to Nason Street and Cactus Avenue. These improvements are integral elements of the recently adopted Economic Development Action Plan focused on building a medical corridor in this area to facilitate and attract development and create jobs for Moreno Valley residents. The Nason Street improvements approved as part of the CIP do not include that section of street between Fir and Cactus. The actions proposed in this staff report identify a funding vehicle necessary to adequately address the needed widening of this section of Nason. While this is the intended purpose of the anticipated proceeds from the proposed Certificates of Participation, there is flexibility within this process to redirect funding to alternative projects should Council direction change or circumstances warrant in the future.

DISCUSSION

FINANCING PLAN

Article 19 of the California Constitution authorizes the collection of the Motor Vehicle Fuel Tax (the "Gas Tax") to be used for operation, construction, or maintenance of public streets and highways. The Gas Tax is an 18 cent per gallon state fuel excise tax. The California State Controller allocates the Gas Tax to cities and counties on a monthly basis based on factors such as population according to Section 2103, 2105, 2106, and 2107 of the California Streets & Highway Codes. The City of Moreno Valley collected \$4.96 million of gas tax revenue for FY 2010-11 and is projected to collect \$5.20 million in FY 2011-12.

The California Statewide Communities Development Authority ("California Communities") is a joint powers authority that was co-founded by the League of California Cities and California State Association of Counties to provide California local

governments and private entities access to low-cost, tax-exempt financing programs. The City of Moreno Valley is a member of California Communities.

In 2008, California Communities implemented a street financing pool program known as the Total Road Improvement Program (“TRIP” or “Program”) to assist cities and counties in their efforts to finance larger scale street improvement projects. Participating in the Program is beneficial because the documentation is standardized and the overall process is very efficient and cost effective. Under the Program, California Communities would cause the execution and delivery of Certificates on behalf of the City of Moreno Valley and potentially any other local participants. Each local agency participant would be responsible for installment payments relating to their pro-rata portion of the Certificates. Local agency payments are made under individual Installment Sale Agreements. No agency is responsible for any other agency’s obligations under the Program.

Staff is proposing the execution and delivery of the Gas Tax Revenue Certificates of Participation in an amount not to exceed \$20 million for the initial Certificate series. The Certificates will be secured solely by Gas Tax revenues that the City receives from the State of California and potentially other transportation related revenue sources eligible to fund local street projects (e.g. Moreno Valley's share of Measure "A" Local Streets and Roads Revenue). The table below outlines the proposed projects that may be fully or partially funded from proceeds of the proposed Series 2012B Gas Tax Revenue COPs.

Table 1

DESCRIPTION OF PROJECT COMPONENTS AND ESTIMATED COSTS

Nason Street Improvement (Fir Avenue to Cactus Avenue)	
Estimated Project Costs:	\$15.0 M (Total)
-Project Limit #1	\$11.4 M (Fir to Alessandro)
-Project Limit # 2	\$3.6 M (Alessandro to Cactus)
List of Improvements Assumed	Construct one additional travel lane in each direction to meet the ultimate 4-lane roadway section with center turn lanes
	Right-of-way acquisition
	Traffic signal modifications
	Sidewalks, curb & gutter, catch basins, and miscellaneous storm drains
	Relocate EMWD booster station
	Relocation of existing electric distribution power poles (assume City has prior rights) with option for attached street lights
Estimated Project Timeline	60 months to completion

In the past, there has been a certain degree of risk that the State could delay the payment of Gas Tax revenues - which it has done twice in the last three years (April-August 2008 payments were delayed until September 2008; and January-April 2009 payments were delayed until May 2009). The passage of Proposition 22 in November 2010 currently prohibits the State from borrowing transportation funds from Local Agencies which should mitigate any risks associated with further payment delays by the State. However, a future ballot measure can modify or eliminate these Prop. 22 protections which would allow the State to reduce the amount or eliminate Gas Tax Revenues paid to the City. The City will mitigate this risk by pledging the City of Moreno Valley's share of Measure "A" funds as an additional eligible source of payments under its Installment Sale Agreement.

RCTC requires all local jurisdictions to submit an annual five-year CIP for receipt of Measure "A" Local Streets and Roads funds. Council approved the City of Moreno Valley's FY 2012-2016 Measure "A" Local Streets and Roads CIP on April 26, 2011. Although the Measure "A" CIP was approved by RCTC on July 13, 2011, the program is subject to amendment. The City Council may make any changes to the Measure "A" funded projects as part of the City's reprioritization process. The revised program was submitted to RCTC for approval by the Public Works Director/City Engineer and was administratively approved by RCTC on October 19, 2011.

The Certificates are expected to garner an "A" underlying rating from S&P and may potentially qualify for "AA-" municipal bond insurance. The Certificates will be repaid over 30 years with level annual payments. As to the City's Installment Payments for the Certificates, annual Gas Tax revenues as compared to Installment Payments will be structured to provide an estimated 3.54 times coverage from the City's Gas Tax revenues. Stated differently, the City anticipates using only about 28.3% of its Gas Tax revenues for Certificate payments (based on FY 2011 revenues). The remaining Gas Tax revenue may continue to be used for ongoing street operations and maintenance. The Certificate payments are projected to be about \$1,256,000 annually. Based on a 6.4% interest rate and a 30-year financing term, the amount of Certificates to be issued is projected to be \$16.575 million, which is projected to net the City approximately \$15.0 million in project proceeds after setting aside money for the reserve fund and paying costs of issuance. The estimated reserve fund is \$1,256,000 and the estimated costs of issuance are \$319,000. The proposed not-to-exceed amount of this series of Certificates to be allocated to the City is conservatively set at \$20 million which provides the City flexibility to take advantage of favorable interest rates and raise additional proceeds at the same level of Certificate payments or modify the plan of finance prior to the pricing.

THE JUDICIAL VALIDATION PROCESS

Prior to the execution and delivery of the Certificates, the financing structure and pledge of Gas Tax revenues will be judicially validated pursuant to proceedings to be commenced in the Superior Court of the County of Riverside, pursuant to the provisions of Section 860 et. seq. of the California Code of Civil Procedure. The Gas Tax revenue

pledge and financing structure was successfully validated under the same Program in the Superior Court of the County of Riverside on behalf of the cities of Indio and Coachella in 2008. Recently, the same court validated the same Program in November 2011 for the Cities of Menifee and Desert Hot Springs. If unchallenged, the Superior Court of the County of Riverside is expected to enter a default judgment to the effect that the Installment Payments are valid, legal, and binding obligations of the City and that the City has the legal ability to pledge Gas Tax revenues and potentially other transportation revenues (for example, Moreno Valley's share of Measure "A" Local Streets and Roads Revenue) toward the repayment of Installment Sale Agreement. Judicial validation is required so that bond counsel can opine that the Certificates are valid and legal.

The City will be responsible for paying a \$7,500 legal fee to Orrick Herrington & Sutcliffe (bond & special counsel handling the validation proceedings) in the case that the validation package is filed, but not successful. If the validation package is filed and the proceedings are successful, but the City chooses to otherwise not move forward with the Program, the City will be responsible for paying \$15,000 to Orrick to cover legal fees incurred on its behalf. These fees can be paid from the Certificate proceeds; otherwise they must be paid out-of-pocket by the City.

City Council is being asked to authorize the sale, execution and delivery of the Certificates, as well as the commencement of the judicial validation process. The validation process involves several steps that allow public response and takes several months.

EXPLANATION OF RECOMMENDED ACTIONS:

Resolution No. 2012-03 (Attachment No. 1) will accomplish the following:

- Approves the form of the following documents:
 - Installment Sale Agreement (Attachment No. 2)
 - Trust Agreement (Attachment No. 3)
 - Preliminary Official Statement (Attachment No. 4)
 - Certificate Purchase Agreement (Attachment No. 5)
- Approves the sale of the Certificates in an amount not to exceed \$20 million.
- Authorizes the Mayor, Mayor Pro-Tem, City Clerk, City Manager, Assistant City Manager and Financial and Administrative Services Director, as applicable, to execute all of the above documents, and such other documents and certifications that may be necessary to consummate the transaction.
- Approves the sale of the Certificates to the underwriter, E. J. De La Rosa & Co., Inc. on a pooled or stand-alone basis at a net interest cost of not more than 8.00 percent and an underwriter's discount of not more than 1.00 percent.
- Authorizes the commencement and completion of proceedings required for the judicial validation of the validity of the foregoing documents and the pledge of Gas Tax revenues to the payment of Installment Payments (as defined below).

The documents presented for approval pursuant to the attached resolution are as follow:

Installment Purchase Agreement. The Installment Purchase Agreement between the City and California Communities to transfer the Project to the City, in consideration of which the City will obligate itself to make installment payments for the Project for California Communities in the amounts and on the dates set forth in the Installment Purchase Agreement (the “Installment Payments”).

Trust Agreement. The Trust Agreement defines the terms and conditions of the Certificates, the rights and obligations of the City, California Communities, the municipal bond insurer, if any, the trustee (Wells Fargo Bank, N.A.), and the certificate holders.

Preliminary Official Statement. The Preliminary Official Statement provides disclosure on California Communities, the Certificates, the City and other pertinent information to potential investors needed prior to making an investment decision. The Preliminary Official Statement will also provide disclosure on other participants which may become part of the offering of the Series 2012B Gas Tax Revenue COPs.

Certificate Purchase Agreement. The Certificate Purchase Agreement among California Communities, E. J. De La Rosa & Co. and the City defines the terms and conditions under which the Certificates will be purchased by the underwriter.

ESTIMATED FINANCING SCHEDULE

The following is the anticipated financing schedule. Dates are subject to change.

<u>Date</u>	<u>Description of Activity</u>
January 10, 2012	City Council adopts Resolution Approving Execution and Delivery Of California Communities Gas Tax Revenue Certificates of Participation, Series 2012B or such other series designation as appropriate
January 11, 2012	Judicial validation filed with Superior Court
April 12, 2012	End of validation proceedings and appeal period
April 2012	Print and mail Preliminary Official Statement
April 2012	Sale of Certificates through California Communities
May 2012	Certificate closing; funds available to City

ADJUSTMENTS TO GAS TAX AND MEASURE A BUDGETS

The required changes to the Gas Tax and Measure A Program Budgets were approved on July 26, 2011. These changes were approved for the FY 2011-12 and FY 2012-13 Operating Budget and FY 2011-12 Capital Improvement Plan.

A summary of the major impacts resulting from these budget modifications is detailed below:

- Funding level for Citywide Annual Pavement Resurfacing Program Capital Project reduced to \$600,000 annually
- Funding level for Surface Recycling Capital Project (In-House) reduced from \$120,000 annually to \$70,000 annually
- Funding level for Pavement Rehabilitation Program (formerly Slurry Seal Program) Capital Project (In-House) reduced from \$130,000 annually to \$60,000 annually eliminating the ability to complete in-house pavement overlay projects
- Funding level for Residential Traffic Management Program (Speed Hump Program) Capital Project reduced from \$100,000 annually to \$50,000 annually
- Funding level for Street Improvement Program (SIP) Capital Project reduced from \$250,000 annually to \$200,000 annually

ALTERNATIVES

1. Adopt Resolution No. 2012-03 approving the sale, execution, and delivery of not more than \$20 million in principal amount of California Communities Gas Tax Revenue Certificates of Participation, Series 2012 (TRIP – Total Road Improvement Program) (the “Certificates”) and approving certain actions in connection therewith, and authorizing judicial validation proceedings relating thereto. This option provides the project funding to proceed with the improvements to widen Nason Street from Fir to Cactus, while deferring street maintenance and overlay projects equal to the amount of installment payments (\$1,256,000 annually) for a 30 year period. Payments over the 30 year period will total an estimated \$37,680,000.

2. Do not adopt Resolution No. 2012-03 approving the sale, execution, and delivery of not more than \$20 million in principal amount of California Communities Gas Tax Revenue Certificates of Participation, Series 2012 (TRIP – Total Road Improvement Program) (the “Certificates”) and approving certain actions in connection therewith, and authorizing judicial validation proceedings relating thereto. Not approving the recommendation delays the Nason Street improvement project until alternative funding can be arranged. However, it retains the annual street maintenance and overlay projects of \$1,256,000 annually.

FISCAL IMPACT

Average annual installment payments will be approximately \$1,256,000 and be paid over a 30-year period. Installment payments are expected to be paid solely from

transportation revenues (e.g. Moreno Valley's share of Measure "A" Local Streets and Roads Revenue and Gas Tax Revenues). Proceeds from the sale of the Certificates will fund the Project described herein in the amount of approximately \$15,000,000. Payments over the 30 year period will total an estimated \$37,680,000.

The \$1,256,000 required for annual installment payments is proposed to be obtained from budget reductions of various Gas Tax and Measure A projects and programs, as approved by City Council on July 26, 2011. The use of Gas Tax funding for the Nason Street project will result in less street maintenance occurring each year during the 30 year period the COPs are repaid totaling \$1,256,000 annually.

As a step to ensure the Certificates will be repaid if there are significant changes to the State's Gas Tax Program, the City is also reserving the flexibility to use the City's share of Measure "A" funds to make the Installment Sale Agreement payments, as determined by the City.

There is no impact to the General Fund.

CITY COUNCIL GOALS

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

Public Infrastructure Improvement – Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Creation of a Positive Environment – Create a positive environment for the development of Moreno Valley's future.

NOTIFICATION

A "Notice of Public Hearing" was published on December 28, 2011, in The Press Enterprise in accordance with in accordance with Section 6586.5 of Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California.

ATTACHMENTS

1. Resolution No. 2012-03 approving the Execution and Delivery of California Communities Gas Tax Revenue Certificates of Participation, Series 2012_ (TRIP–Total Road Improvement Program) Pursuant to a Trust Agreement, Authorizing the Execution and Delivery of a Trust Agreement, Certificate Purchase Agreement and an Installment Sale Agreement, Authorizing the Distribution of an Official Statement in Connection with the Offering and Sale of Such Certificates, and Authorizing the Filing of a Validation Action and Other Matters Relating Thereto

2. Installment Sale Agreement
3. Trust Agreement
4. Preliminary Official Statement
5. Certificate Purchase Agreement

Department Head Approval:
 Richard Teichert
 Financial & Administrative Services Director

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

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

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RESOLUTION NO. 2012-03

RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF CALIFORNIA COMMUNITIES GAS TAX REVENUE CERTIFICATES OF PARTICIPATION, SERIES 2012B (T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM) PURSUANT TO A TRUST AGREEMENT, AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT, CERTIFICATE PURCHASE AGREEMENT AND AN INSTALLMENT SALE AGREEMENT, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH CERTIFICATES, AND AUTHORIZING THE FILING OF A VALIDATION ACTION AND OTHER MATTERS RELATING THERETO

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is empowered to assist the City of Moreno Valley (the “City”) in financing certain public capital improvements pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”) and pursuant to that certain Amended and Restated Joint Exercise of Powers Agreement among a number of California cities, counties and special districts, including the City of Moreno Valley, dated June 1, 1988;

WHEREAS, the legislative body (the “Legislative Body”) of the City has determined that the design, acquisition and construction of certain roadway improvements and street resurfacing, (as more fully described in the herein defined Installment Sale Agreement, the “Project”) is necessary and proper for, and for the common benefit of, the City, and under the terms of applicable law, the payment for such Project may be made from motor vehicle fuel tax revenues received by the City from the State of California, and deposited into the Gas Tax Fund, as defined in the Installment Sale Agreement;

WHEREAS, in order to achieve a lower net interest cost and lower costs of issuance in connection with financing the acquisition of the Project, the City has determined to participate with certain other local agencies which are also members of the Authority (collectively, the “Local Agencies”) in the California Communities Total Road Improvement Program (TRIP) (the “Program”) established by the Authority to finance street improvement projects, such as the Project;

WHEREAS, the Legislative Body previously approved participation in the California Communities Gas Tax Revenue Certificates of Participation, Series 2011B Total Road Improvement Program (TRIP) on a pooled basis and authorized staff to initiate the judicial validation proceedings with the intent to secure a default judgment validating the legal structure of the financing as required to proceed with the Program,

Attachment 1

Resolution No. 2012-03
Date Adopted: January 10, 2012

however, the City later dismissed its judicial validation action to allow the financing to proceed for two other cities then participating the financing pool;

WHEREAS, by this Resolution, the Legislative Body desires to restate its interest in the Program, its approval of the Project and the documents as described in this Resolution, and its determination to refile its judicial validation action;

WHEREAS, pursuant to the Program the Authority will acquire and construct the Project for, and sell the Project to, the City, pursuant to an Installment Sale Agreement by and between the City and the Authority, in the form presented to this meeting (with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Installment Sale Agreement");

WHEREAS, the City desires to authorize the execution and delivery of additional Contracts, as defined in the Installment Sale Agreement, in the future from time to time for the purpose of financing the design, acquisition and construction of additional roadway improvements and street resurfacing, which are necessary and proper for, and for the common benefit of, the City, the payment for which may be made from motor vehicle fuel tax revenues received by the City from the State of California, and deposited into the Gas Tax Fund;

WHEREAS, installment sale payments payable in connection with the installment sale agreement of each local agency participating in the Program will be combined, and Wells Fargo Bank, National Association, as trustee (the "Trustee"), pursuant to a Trust Agreement, among the Authority, the Trustee and the Local Agencies (such Trust Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Trust Agreement"), will execute and deliver California Communities Gas Tax Revenue Certificates of Participation, Series 2012B (or such other subseries to be designated) (T.R.I.P. – Total Road Improvement Program) (the "Certificates"), which evidence and represent proportionate and undivided interests in such combined installment sale payments;

WHEREAS, the Authority may determine that securing the timely payment of the principal and interest evidenced by the Certificates by obtaining a bond insurance policy (a "Certificate Insurance Policy") with respect thereto issued by a municipal bond insurer (a "Certificate Insurer") could be economically advantageous to the Local Agencies;

WHEREAS, E. J. De La Rosa & Co., Inc., or such other investment banking firm as may be selected in the sole discretion of the Authority (the "Underwriter"), has submitted to the Local Agencies and the Authority a proposed form of an agreement to purchase the Certificates in the form of a Certificate Purchase Agreement (the "Certificate Purchase Agreement");

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Date Adopted: January 10, 2012

WHEREAS, a form of the Preliminary Official Statement (the “Preliminary Official Statement”) to be distributed in connection with the public offering of the Certificates has been prepared;

WHEREAS, the City is a member of the Authority and the Project is to be located within the boundaries of the City;

WHEREAS, the City hereby finds that the financing of such public capital improvements within the City will result in significant public benefits in the form of demonstrable savings in effective interest rates, and the more efficient delivery of City services to residential and commercial development;

WHEREAS, on this date, the City held a public hearing on the financing of such public capital improvements within the City in accordance with Section 6586.5 of the Act;

WHEREAS, in accordance with Section 6586.5 of the Act, notice of such hearing was published once at least five days prior to the hearing in a newspaper of general circulation in the City of Moreno Valley; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE BODY OF THE CITY OF MORENO VALLEY, as follows:

Section 1. The foregoing recitals herein contained are true and correct and the Legislative Body so finds.

Section 2. The Project is hereby approved. Any of the Authorized Officers designated in Section 9 hereof (the “Authorized Officers”) are authorized to implement the Project in accordance with the provisions of the Installment Sale Agreement and this Resolution.

Section 3. The form of the Installment Sale Agreement, on file with the Clerk of the Legislative Body, is hereby approved, and the Authorized Officers, are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Installment Sale Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the aggregate amount of the principal

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components of the installment sale payments shall not exceed \$20,000,000, the true interest cost applicable to the interest components of the installment payments shall not exceed 8.00% per annum and the final principal installment due on the Installment Agreement shall be no later than June 1, 2052. Pursuant to the terms of the Installment Sale Agreement, the Legislative Body further authorizes the execution and delivery of additional Contracts in the future from time to time for the purpose of financing the design, acquisition and construction of additional roadway improvements and street resurfacing, which are necessary and proper for, and for the common benefit of, the City, the payment for which may be made from motor vehicle fuel tax revenues received by the City from the State of California, and deposited into the Gas Tax Fund.

Section 4. The form of Trust Agreement, on file with the Clerk of the Legislative Body, is hereby approved, and the Authorized Officers, are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Trust Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The execution and delivery of the Certificates, on the terms and conditions set forth in, and subject to the limitations specified in, the Trust Agreement and the Installment Sale Agreement, is hereby authorized and approved. The Certificates shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to call and redemption, shall be issued in the form and shall be as otherwise provided in the Trust Agreement, as the same shall be completed.

Section 5. The form of Certificate Purchase Agreement, on file with the Clerk of the Legislative Body, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation") is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Certificate Purchase Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the underwriter's discount for the sale of the Certificates shall not exceed 1.00% of the aggregate principal amount of the principal components of the installment sale payments payable under the Installment Sale Agreement. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 6. The form of Preliminary Official Statement, on file with the Clerk of the Legislative Body, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Certificates is hereby authorized and approved. Any one of the Authorized Officers is hereby authorized and directed to provide the Underwriter with such information relating to the City as they shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement. Upon inclusion of the information relating to the City therein, the Preliminary

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Date Adopted: January 10, 2012

Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Local Agencies or any Certificate Insurer or Certificate Insurance Policy. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the City might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of the Certificates, for and in the name and on behalf of the City, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. The Authority is hereby authorized to apply for a Certificate Insurance Policy for the Certificates and to obtain such insurance if the present value cost of such insurance is less than the present value of the estimated interest savings with respect to the Certificates.

Section 8. The form of Installment Sale Agreement provides that Measure A Revenues, as a category of Other Available Revenues, as those terms are respectively defined in the Installment Sale Agreement, may be used to make 2012 Installment Sale Payments. Prior to the execution and delivery of the Installment Sale Agreement, the Authorized Officers, in consultation with the City's Financial Advisor for the Program, shall determine if significant interest rate savings could be achieved through a formal pledge of Measure A Revenues to the payment of 2012 Installment Sale Payments; and if so determined, the Installment Sale Agreement may be amended to reflect such pledge, subject to any then outstanding commitment or pledge of Measure A Revenues, such amendment to be conclusively evidenced by the execution and delivery of the Installment Sale Agreement.

Section 9. The Authorized Officer designated below and any and all other officers, agents and employees of the City are hereby authorized and directed to take any and all actions and execute and deliver any and all documents necessary or convenient to accomplish the purposes of this Resolution.

Authorized Officers:

TITLE

TITLE

(1) Mayor

Resolution No. 2012-03
Date Adopted: January 10, 2012

- (2) Mayor ProTem
- (3) City Manager
- (4) Assistant City Manager
- (5) Financial and Administrative Services Director; and

Section 10. All actions heretofore taken by the officers, employees and agents of the City with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 11. This Resolution shall be in full force and effect upon its adoption.

APPROVED AND ADOPTED this 10th day of January 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2012-03
Date Adopted: January 10, 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. 2012-03 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of January, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

Resolution No. 2012-03
Date Adopted: January 10, 2012

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2012 INSTALLMENT SALE AGREEMENT

by and between the

**CITY OF MORENO VALLEY
as Purchaser**

and the

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY,
as Seller
for the**

**CALIFORNIA COMMUNITIES
T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM**

Dated as of _____, 2012

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2012 INSTALLMENT SALE AGREEMENT

This 2012 INSTALLMENT SALE AGREEMENT (the “2012 Installment Sale Agreement”), dated as of _____, 2012, by and between the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the Constitution of the State of California (the “Local Agency”), and the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California (the “Authority”),

W I T N E S S E T H:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes and empowers the Authority to cause certificates of participation to be executed and delivered to assist local agencies in financing projects and programs consisting of certain public improvements or working capital or liability and other insurance needs whenever a local agency determines that there are significant public benefits from so doing;

WHEREAS, the Local Agency has determined that the design, acquisition and construction of certain roadway improvements and street resurfacing, as hereinafter described (the “Project”) is necessary and proper for Local Agency purposes and uses, and under the terms of applicable law, the payment for such Project may be made from Gas Tax Revenues and Measure A Receipts, as those terms are hereinafter defined, and is for the common benefit of the Local Agency as a whole;

WHEREAS, in order to achieve a lower net interest cost and lower costs of issuance in connection with financing the Street Improvement Project, the Local Agency has determined to participate with certain other local agencies in the California Communities T.R.I.P. – Total Road Improvement Program (the “Program”) established by the Authority to finance projects, such as the Project;

WHEREAS, pursuant to the Program the Authority has determined to acquire and construct the Project for, and sell the Project to, the Local Agency;

WHEREAS, the Local Agency has determined to make installment sale payments as hereinafter described to the Authority for the repayment of the costs of the design, acquisition and construction of the Project and the incidental costs and expenses related thereto paid by the Authority; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of the 2012 Installment Sale Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the 2012 Installment Sale Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any opinion or report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

Accountant’s Report

“Accountant’s Report” means a report signed by an Independent Certified Public Accountant.

Accreted Value

“Accreted Value” means, with respect to any Capital Appreciation Certificates, as of the date of calculation, the initial amount thereof plus the interest accrued thereon to such date of calculation, compounded from the date of initial delivery at the approximate interest rate thereof on each June 1 and December 1, as determined in accordance with the table of accreted values for any Capital Appreciation Certificates prepared at the time of sale thereof, assuming in any year that such Accreted Value increases in equal daily amounts on the basis of a year of three hundred sixty (360) days composed of twelve (12) months of thirty (30) days each.

Acquisition Fund

“Acquisition Fund” means the fund by that name established pursuant to Section 2.11 of the Trust Agreement.

Administration Fee

“Administration Fee” means an amount equal to the sum of the Authority Fee, the Trustee Fee, the Rebate Analyst Fee and any other similar fee payable in connection with the administration of the Program, payable on the 15th day of the month preceding each Certificate Payment Date, for the administrative costs of the Project and the Program.

Authority

“Authority” means the California Statewide Communities Development Authority, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California and an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988, among a number of California cities, counties and special districts, including the Local Agency, as amended.

Authority Fee

“Authority Fee” shall mean the annual administration fee of the Authority payable, in advance, on _____, 2012 and thereafter on each Certificate Payment Date, equal to .02% of the outstanding amount of the principal components of the 2012 Installment Sale Payments.

Authorized Authority Representative

“Authorized Authority Representative” means any member of the Commission of the Authority.

Authorized Local Agency Representative

“Authorized Local Agency Representative” means the person or persons designated in Section 8.12 hereof or any other person at the time designated to act on behalf of such Local Agency by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of such Local Agency by an Authorized Local Agency Representative.

Business Day

“Business Day” means any day on which the Trustee is open for business at its corporate trust office in Los Angeles, California.

Capital Appreciation Certificates

“Capital Appreciation Certificates” means any certificates of participation in 2012 Installment Sale Payments described as such when executed and delivered.

Certificates

“Certificates” means the California Communities Gas Tax Revenue Certificates of Participation, Series 2012__, executed and delivered in accordance with the Trust Agreement.

Code

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

Continuing Disclosure Agreement

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated _____, 2012, by and between the Local Agency and the Trustee, in its capacity as Trustee and as Dissemination Agent, as originally executed and as it may from time to time be amended or supplemented in accordance with its terms.

Contracts

“Contracts” means all installment sale contracts, capital leases or similar obligations of the Local Agency authorized and executed by the Local Agency under and pursuant to applicable law, the interest and principal and prepayment premium, if any, payments under and pursuant to

which are payable from Revenues on a parity with the payment of the 2012 Installment Sale Payments.

Debt Service

“Debt Service” means, for any Fiscal Year, the sum of that portion of the Installment Sale Payments required to be made at the times provided in the Contracts that would have accrued during such Fiscal Year if such Installment Sale Payments were deemed to accrue daily in equal amounts from, in each case, the next preceding Installment Sale Payment Date of interest or principal or the date of the pertinent Contract, as the case may be; provided, that (a) if any of the Installment Sale Payments due under any of such Contracts are evidenced by Capital Appreciation Certificates, then the Accreted Value payment shall be deemed a principal payment and interest that is compounded and paid as Accreted Value shall be deemed due on the scheduled redemption or payment date of such Capital Appreciation Certificate; (b) if any of the Installment Sale Payments due under any such Contracts bear interest payable pursuant to a variable interest rate formula, the interest rate on such Contracts for periods when the actual interest rate cannot yet be determined, shall be assumed to be equal to the greater of (i) the actual rate on the date of calculation, or if such Contracts are not yet outstanding, the initial rate (if then established and binding), (ii) if the Contracts have been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, and (iii)(1) if interest on such Contracts is excludable from gross income under the applicable provisions of the Code, the most recently published “Bond Buyer 25 Bond Revenue Index” (or comparable index if no longer published), or (2) if interest is not so excludable, the interest rate on direct U.S. Treasury obligations with comparable maturities; (c) if any of the Contracts is secured by an irrevocable letter of credit issued by a bank having a combined capital and surplus of at least \$75,000,000, the principal payments or deposits with respect to such Contracts nominally due in the last Fiscal Year in which such Contracts mature may, at the option of the Local Agency, be treated as if they were due as specified in any loan agreement or reimbursement agreement issued in connection with such letter of credit or pursuant to the repayment provisions of such letter of credit and interest on such Contracts after such Fiscal Year shall be assumed to be payable pursuant to the terms of such loan agreement or reimbursement agreement or repayment provisions and (d) if any of such Contracts is not secured by a letter of credit as described in clause (c) of this definition and 20% or more of the original principal of the Installment Sale Payments due under such Contracts is not due until the final stated maturity of the Installment Sale Payments due under such Contracts, such principal may, at the option of the Local Agency, be treated as if it were due based upon a level amortization of such principal over the term of such Installment Sale Payments or 30 years, whichever is greater.

Event of Default

“Event of Default” means an event described in Section 6.01.

Federal Securities

“Federal Securities” means United States of America Treasury bills, notes, bonds or certificates of indebtedness, or obligations for which the full faith and credit of the United States

of America are pledged for the payment of interest and principal and interest strips of the Resolution Funding Corporation for which separation of principal and interest is maintained in book-entry form.

Fiscal Year

“Fiscal Year” means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other annual accounting period hereafter selected and designated by the governing body of the Local Agency as the Fiscal Year of the Local Agency.

Gas Tax Account

“Gas Tax Account” means the account established pursuant to State law by ordinance adopted by the governing body of the Local Agency and pursuant to section 3.02 hereof.

Gas Tax Revenues

“Gas Tax Revenues” means all amounts received by the Local Agency from the State in accordance with Streets and Highways Code Sections 2103, 2104(d),(e) and (f), 2105, 2106 and 2107, as such provisions may be amended, and all other revenues (except revenues received by the Local Agency in accordance with Streets and Highways Code Section 2107.5), if any, received by the Local Agency from taxes imposed on the purchase of motor vehicle fuels and any payments, subventions or reimbursements received by the Local Agency from the State in lieu of such revenues.

Independent Certified Public Accountant

“Independent Certified Public Accountant” means any firm of certified public accountants appointed by the Local Agency which is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

2012 Installment Sale Agreement

“2012 Installment Sale Agreement” means this installment sale agreement by and between the Local Agency and the Authority, dated as of ____ 1, 2012, as originally executed and as it may from time to time be amended or supplemented in accordance herewith and with the terms of the Trust Agreement.

Installment Sale Payments; 2012 Installment Sale Payments

“Installment Sale Payments” means the installment sale, rental or other periodic payments scheduled to be paid by the Local Agency under and pursuant to the Contracts.

“2012 Installment Sale Payments” means the Installment Sale Payments scheduled to be paid by the Local Agency under and pursuant to this 2012 Installment Sale Agreement.

Installment Sale Payment Date; 2012 Installment Sale Payment Date

“Installment Sale Payment Date” means any date on which Installment Sale Payments are scheduled to be paid by the Local Agency under and pursuant to any Contract.

“2012 Installment Sale Payment Date” means any date on which 2012 Installment Sale Payments are scheduled to be paid by the Local Agency under and pursuant to this 2012 Installment Sale Agreement.

Interest Payment Date

“Interest Payment Date” means a date on which interest evidenced and represented by the Certificates is due and payable, being June 1 and December 1 of each year, commencing June 1, 2012.

Local Agency; Local Agencies

“Local Agency” means the City of Moreno Valley, a municipal corporation organized and existing under the Constitution of the State of California. The plural term “Local Agencies” refers to the Local Agencies listed in Schedule I to the Trust Agreement.

Maximum Annual Debt Service

“Maximum Annual Debt Service” means the greatest total Debt Service payable in any Fiscal Year during the period commencing with the then current Fiscal Year and terminating with the Fiscal Year in which payments are due under the last Contract.

Measure A Ordinance

“Measure A Ordinance” means Ordinance No. 02-001, the Transportation Expenditure Plan and Retail Transaction and Use Tax Ordinance, adopted by the Riverside County Transportation Commission on May 8, 2002, and approved by at least two-thirds of electors voting on such proposition in the November 5, 2002 election, as supplemented and amended.

Measure A Project

“Measure A Project” means a capital project for which Measure A Receipts may be expended.

Measure A Receipts

“Measure A Receipts” means Measure A Revenues allocated to the City of Moreno Valley pursuant to the Measure A Ordinance, to the extent the Project constitutes a Measure A Project, in an amount not greater than the Installment Sale Payments related to such Measure A Project.

Measure A Receipts Account

“Measure A Receipts Account” means the account by that name established pursuant to Section 3.02 hereof.

Measure A Revenues

“Measure A Revenues” means revenues derived from a retail transactions and use tax (Measure A funds) imposed in the County of Riverside pursuant to the Riverside County Transportation Sales Tax Act, Division 25 (Section 240000 et seq.) of the Public Utilities Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented, and the Measure A Ordinance.

Opinion of Counsel

“Opinion of Counsel” means a written opinion of counsel of national reputation generally recognized to be well qualified in the field of law relating to municipal obligations such as the Certificates, retained by the Local Agency and satisfactory to the Trustee (who shall be under no liability by reason of such approval).

Other Available Revenues

“Other Available Revenues” means revenues, other than Revenues as herein defined, legally available to the Local Agency to make Installment Sale Payments, if any.

Proceeds Subaccount

“Proceeds Subaccount” means the Proceeds Subaccount of the Acquisition Fund established pursuant to Section 2.11 of the Trust Agreement.

Pro Rata Share of Principal

“Pro Rata Share of Principal” means during any month an amount of principal becoming due and payable hereunder on the next succeeding Certificate Payment Date that would have accrued if such principal were deemed to accrue monthly in equal amounts from the preceding Certificate Payment Date.

Project

“Project” means the design, engineering, permitting and construction by the Authority, for sale to the Local Agency, of certain street and roadway improvements and resurfacing, all as described more particularly in Exhibit B, attached hereto and incorporated herein.

Purchase Price

“Purchase Price” means the total of all 2012 Installment Sale Payments owed by the Local Agency to the Authority under the conditions and terms hereof for the repayment of the costs of the design, acquisition and construction of the Project and the incidental costs and expenses related thereto paid by the Authority.

Rebate Amount

“Rebate Amount” means, for any given period, the amount determined by the Rebate Analyst as required to be rebated or paid as a yield reduction payment to the United States of America with respect to the Certificates.

Rebate Analyst

“Rebate Analyst” shall mean BLX Group.

Rebate Analyst’s Fee

“Rebate Analyst’s Fee” shall mean the fee payable to the Rebate Analyst, payable annually on each Certificate Payment Date in the amount of \$650 (if the Local Agency elects to have a 5-year calculation of the Rebate Amount performed) and \$1,500 (if the local Agency elects to have an annual calculation of the Rebate Amount performed).

Rebate Fund

“Rebate Fund” means the fund by that name established in Section 5.04 of the Trust Agreement.

Revenues

“Revenues” means all Gas Tax Revenues and Measure A Receipts.

Reserve Fund

“Reserve Fund” means the fund by that name established pursuant to Section 4.03 of the Trust Agreement.

Reserve Fund Requirement

“Reserve Fund Requirement” means, as of any date of calculation, an amount equal to the least of (i) 10% of the initial stated principal amount (within the meaning of Section 148 of the Code) of the 2012 Installment Sale Payments; (ii) 125% of the average annual 2012 Installment Sale Payments, or (iii) the Maximum Annual Debt Service.

Reserve Subaccount

“Reserve Subaccount” means the subaccount by that name established pursuant to Section 4.03 of the Trust Agreement.

Tax Certificate

“Tax Certificate” means the Tax Certificate dated the date of initial execution and delivery of the Certificates and executed and delivered by the Local Agency.

Trust Agreement

“Trust Agreement” means that certain Trust Agreement dated as of _____ 1, 2012, by and between the Trustee, the Local Agencies and the Authority, as originally executed and as it may from time to time be amended or supplemented in accordance with its terms.

Trustee

“Trustee” means Wells Fargo Bank, National Association, with its corporate trust office in Los Angeles, California, acting in its capacity as trustee under and pursuant to the Trust Agreement, and its successors and assigns as provided in the Trust Agreement.

Trustee Fee

“Trustee’s Fee” shall mean the annual administration fee of the Trustee, in the amount of \$2,000 payable in advance on _____ ____, 2012 and thereafter on each Certificate Payment Date, commencing June 1, 2012.

Section 1.02. Terms defined in the Trust Agreement. Capitalized terms not otherwise defined herein have the meanings set forth in the Trust Agreement.

ARTICLE II

THE PROJECT

Section 2.01. Design, Acquisition, Construction and Sale of the Project. The Authority hereby agrees to cause the design, acquisition and construction of the Project for, and to sell the Project to, the Local Agency; and the Local Agency agrees to transfer whatever real or personal property interest it may possess which may be required in order for the Authority to cause such design, acquisition and construction of the Project. In order to implement this provision, the Authority hereby appoints the Local Agency as its agent for the purpose of such design, acquisition and construction, and the Local Agency hereby agrees to enter into such engineering, design and construction contracts and purchase orders as may be necessary, as agent for the Authority, to provide for the complete design, acquisition and construction of the Project. The Local Agency hereby agrees that as such agent it will cause the acquisition and construction of the Project to be diligently completed after the deposit of funds in the Proceeds Subaccount of the Acquisition Fund for such purpose pursuant to Section 2.11 of the Trust Agreement, and that it will use its best efforts to cause the design, acquisition and construction of the Project to be completed by _____, 201____, except for unforeseeable delays beyond the reasonable control of the Local Agency. The Authority hereby agrees to sell, and hereby sells, the Project to the Local Agency. The Local Agency hereby agrees to purchase, and hereby purchases, the Project from the Authority. Notwithstanding the foregoing, it is hereby expressly understood and agreed that the Authority shall be under no liability of any kind or character whatsoever for the payment of any costs or expenses incurred by the Local Agency (whether as agent for the Authority or otherwise) for the acquisition and construction of the Project and that all such costs and expenses shall be paid by the Local Agency, regardless of whether the funds deposited in the Proceeds Subaccount of the Acquisition Fund are sufficient to cover all such costs.

ARTICLE III

2012 INSTALLMENT SALE PAYMENTS; ADMINISTRATION FEE

Section 3.01. Purchase Price and Administration Fee.

(a) The Purchase Price to be paid by the Local Agency to the Authority hereunder is the sum of the principal amount of the Local Agency's obligation hereunder plus the interest to accrue on the unpaid balance of such principal amount from the date hereof over the term hereof, subject to prepayment as provided in Section 3.03.

(b) The principal amount of the Purchase Price to be paid by the Local Agency to the Authority hereunder is \$_____.

(c) The interest to accrue on the unpaid balance of such principal amount shall be paid by the Local Agency as and shall constitute interest paid on the principal amount of the Local Agency's Purchase Price obligation hereunder.

(d) Interest on the unpaid balance of the principal amount of the Purchase Price shall accrue, from the date of the initial execution and delivery of the Certificates, on the principal component of each 2012 Installment Sale Payment at the following rates calculated on the basis of a 360-day year comprised of twelve 30-day months:

<u>Principal Component Due Date (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
20__		

(e) In addition, the Local Agency shall pay the Administration Fee for the administrative cost of the Project and the Program.

Section 3.02. Payment of 2012 Installment Sale Payments and Administration Fee.

The Local Agency shall, subject to prepayment as provided in Section 3.03, pay the Authority or the Trustee, as appropriate, (i) the Purchase Price, without offset or deduction of any kind, by paying the principal installments of the 2012 Installment Sale Payments, which principal installments shall be due annually on each Certificate Payment Date, (ii) the interest installments of the 2012 Installment Sale Payments, which interest installments shall be due semiannually on each Interest Payment Date and (iii) the Administration Fee which shall be due annually on each Certificate Payment Date. The 2012 Installment Sale Payments Schedule is set forth in Exhibit A attached hereto. Each 2012 Installment Sale Payment and the Administration Fee shall be payable on and shall be required to be deposited with the Trustee on or before the fifteenth day of the calendar month immediately preceding its due date.

The obligation of the Local Agency to pay the Purchase Price by paying the 2012 Installment Sale Payments and the Administration Fee is, subject to Section 8.01, absolute and unconditional, and until such time as the 2012 Installment Sale Payments shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Section 7.01), the Local Agency will not discontinue or suspend any 2012 Installment Sale Payments or Administration Fee required to be paid by it under this Section when due, whether or not the Project or any part thereof is complete, or its use is suspended, interfered with, reduced, curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party to any agreement for any cause whatsoever.

In order to carry out and effectuate the obligation of the Local Agency contained herein to pay the Purchase Price by paying the 2012 Installment Sale Payments and the Administration Fee, the Local Agency established the "City of Moreno Valley Pledged Tax Fund" (the "Pledged Tax Fund" and within the Pledged Tax Fund, the "Gas Tax Account" and the "Measure A Receipts Account," which fund and accounts therein the Local Agency agrees and covenants to maintain so long as any 2012 Installment Sale Payments remain unpaid, and all money on deposit therein shall be applied and used only as provided herein. The Local Agency agrees and covenants that (i) all Gas Tax Revenues received by it shall be deposited when and as received in the Local Agency's Gas Tax Account and (ii) all Measure A Receipts received by it shall be deposited when and as received in the Measure A Receipts Account.

All of the Revenues and all money in the Pledged Tax Fund and in the funds or accounts so specified and provided for in this Agreement, are hereby irrevocably pledged to the punctual payment of the 2012 Installment Sale Payments and the Administration Fee, and the Revenues and such other money shall not be used for any other purpose while any of the 2012 Installment Sale Payments remain outstanding; subject to the provisions of this Agreement permitting application thereof for the purposes and on the terms and conditions set forth herein. This pledge shall constitute a first lien on the Revenues and such other money for the payment of the 2012 Installment Sale Payments and the Administration Fee in accordance with the terms thereof.

Notwithstanding the foregoing, the Local Agency may satisfy its obligation to deposit 2012 Installment Sale Payments with the Trustee by depositing Other Available Revenues with the Trustee, and if and when so deposited, shall be irrevocably pledged to the payment of 2012 Installment Sale Payments.

All money on deposit in the Pledged Tax Fund shall be set aside and deposited by the Local Agency in the various funds and accounts within the Revenue Fund at the following times in the following order of priority:

(a) Interest and Principal Fund Deposits. On or before the 15th day preceding each Interest Payment Date, the Local Agency shall, from the money in the Pledged Tax Fund, transfer to the Trustee for deposit in the Local Agency's Interest Payment Account in the Interest Fund within the Revenue Fund established under the Trust Agreement (the "Interest Payment Account"), a sum equal to the interest becoming due and payable hereunder on the next succeeding Interest Payment Date, except that no such deposit need be made if the Trustee then holds money in the Interest Payment Account equal to the amount of interest becoming due and payable hereunder on the next succeeding Interest Payment Date; and on or before the 15th day preceding each Certificate Payment Date, the Local Agency shall, from the money in the Pledged Tax Fund, transfer to the Trustee for deposit in the Principal Payment Account in the Principal Fund within the Revenue Fund established under the Trust Agreement (the "Principal Payment Account"), a sum equal to the principal becoming due and payable hereunder on the next succeeding 2012 Installment Sale Payment Date, except that no such deposit need be made if the Trustee then holds money in the Principal Payment Account equal to the amount of Principal becoming due and payable hereunder on the next succeeding 2012 Installment Sale Payment Date; and all money on deposit in the Interest Payment Account and the Principal Payment Account shall be used to make and satisfy the 2012 Installment Sale Payments due on each date and such payments shall be deposited by the Trustee to the Interest Account or the Principal Account, as the case may be, as defined in, created under and in accordance with the terms of, the Trust Agreement.

(b) Reserve Fund Deposit. On or before the 15th day of each month, the Local Agency shall, from the money in the Pledged Tax Fund, transfer to the Trustee for deposit in the Local Agency's Subaccount in the Reserve Fund (the "the Reserve Subaccount") in the Reserve Fund within the Revenue Fund that sum, if any, necessary to restore the Reserve Subaccount to an amount equal to the Reserve Fund Requirement, all in accordance with and subject to the terms and conditions of Section 4.03 of the Trust Agreement. All money in the Reserve Subaccount shall be used and withdrawn by the Trustee for the purposes specified in Section 4.03 of the Trust Agreement.

(c) Administration Fund Deposit. On or before the 15th day preceding each Certificate Payment Date, the Local Agency shall, from the remaining money on deposit in the Pledged Tax Fund, transfer to the Trustee for deposit in the Local Agency's Administration Subaccount in the Administration Fund within the Revenue Fund established under the Trust Agreement (the "Administration Subaccount"), a sum equal to the Administration Fee becoming due and payable hereunder on the next Certificate Payment Date, and all money on deposit in the Administration Subaccount shall be used to pay the Administration Fee due on such Certificate Payment Date, in accordance with the terms of the Trust Agreement.

(d) [Insurer Reimbursement Advances. The Local Agency agrees to pay to the Certificate Insurer from Revenues (i) a sum equal to the total of all amounts paid by

the Certificate Insurer under the Certificate Insurance Policy (the “Insurer Advances”); and (ii) interest on such Insurer Advances from the date paid by the Certificate Insurer until payment thereof in full, payable to the Certificate Insurer at the Late Payment Rate per annum (collectively, the “Insurer Reimbursement Amounts”). **“Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest evidenced and represented by the Certificates and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.** The Local Agency hereby covenants and agrees that the Certificate Insurer Reimbursement Amounts are secured by a lien on and pledge of the Revenues and payable from such Revenues on a parity with the payment of the 2012 Installment Sale Payments.]

(e) Certificate Insurer Fees. The Local Agency shall pay or reimburse the Certificate Insurer from Revenues any and all charges, fees, costs and expenses that the Certificate Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Trust Agreement or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Trust Agreement or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Trust Agreement or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Certificate Insurer to honor its obligations under the Certificate Insurance Policy. The Certificate Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Trust Agreement or any other Related Document.]

Notwithstanding the foregoing provided all transfers required by subparagraphs (b) and (c) above have been made, on any Business Day moneys on deposit in the Pledged Tax Fund in excess of the sum of (i) interest becoming due and payable hereunder on the next succeeding Interest Payment Date (less amounts then held by the Trustee in the Interest Payment Account) and (ii) the Pro Rata Share of Principal (less amounts then held by the Trustee in the Principal Payment Account) may be expended by the District at any time for any purpose permitted by law.

Section 3.03. Prepayment of 2012 Installment Sale Payments. The Local Agency may prepay from any source of available funds as a whole or in part on any date, on or after June 1, 20__, all or any part of the principal amount of the unpaid 2012 Installment Sale Payments becoming due on or after June 1, 20__, in such order of prepayment as the Local Agency may determine upon written direction to the Authority and the Trustee (or, if the Local Agency fails to designate the order of prepayment, on a proportionate basis among the 2012 Installment Sale Payments and by lot within an Installment Payment Date), at a prepayment price equal to the

principal amount prepaid, plus accrued interest to the date of prepayment. Before making any prepayment pursuant to this section, the Local Agency shall give written notice to the Authority and the Trustee describing such event and specifying the date on which the prepayment will be paid and the order thereof, which date shall be not less than thirty (30) days nor more than sixty (60) days from the date such notice is given.

ARTICLE IV

ADDITIONAL CONTRACTS

Section 4.01. Additional Contracts. So long as the Local Agency is not in default hereunder, the Local Agency may at any time execute any Contract the Installment Sale Payments under and pursuant to which, as the case may be, are payable from the Revenues on a parity with the payment by the Local Agency of the 2012 Installment Sale Payments as provided herein; provided, that the audited Revenues for the Fiscal Year next preceding the date of the adoption by the governing body of the Local Agency of the resolution authorizing the execution of such Contract, as evidenced by both a calculation prepared by the Local Agency and a special report prepared by an Independent Certified Public Accountant on such calculation on file with the Local Agency shall have produced a sum equal to at least ____% of the Maximum Annual Debt Service on all Contracts outstanding after the execution of such amendment or Contract.

Notwithstanding the foregoing provisions, there shall be no limitations on the ability of the Local Agency to execute any Contract at any time to refund any outstanding Contract.

ARTICLE V

REPRESENTATIONS AND COVENANTS OF THE LOCAL AGENCY AND THE AUTHORITY

Section 5.01. Authority; Compliance with 2012 Installment Sale Agreement and Trust Agreement. The Local Agency is a municipal corporation organized and existing under the Constitution of the State of California, with full legal right, power and authority to execute, deliver and perform its obligations under this 2012 Installment Sale Agreement, and compliance with the provision hereof will not materially conflict with or constitute a material breach of or default under any applicable provision of law, or any applicable regulation or agreement to which the Local Agency is a party or may be subject.

The Local Agency will punctually pay the 2012 Installment Sale Payments in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate the 2012 Installment Sale Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Authority to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Authority or any force majeure, including Acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lockouts, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

The Authority will faithfully observe and perform all the agreements, conditions, covenants and terms contained in the Trust Agreement required to be observed and performed by it, and it is expressly understood and agreed by and among the parties to the 2012 Installment Sale Agreement and the Trust Agreement that each of the agreements, conditions, covenants and terms contained in each such agreement is an essential and material term of the obligation of the Local Agency to repay the costs of the acquisition and construction of the Project and the costs and expenses incidental thereto paid by the Authority pursuant to, and in accordance with, and as authorized under law and the 2012 Installment Sale Agreement.

Section 5.02. Use of Proceeds of Certificates. The Authority and the Local Agency agree that the proceeds of the Certificates deposited in the Local Agency's Proceeds Subaccount of the Acquisition Fund will be used by the Local Agency, as agent for the Authority, to pay the costs of the acquisition and construction of the Project and to pay the incidental costs and expenses related thereto as provided herein and in the Trust Agreement.

Section 5.03. Against Encumbrances. The Local Agency will pay or cause to be paid when due all sums of money that may become due or purporting to be due for any labor, services, materials, supplies or equipment furnished, or alleged to have been furnished, to or for the Local Agency payable from the Revenues or which may impair the security for the 2012

Installment Sale Payments and will keep the Revenues free of any and all liens against any portion of the Revenues. In the event any such lien attaches to or is filed against any portion of the Revenues, the Local Agency will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Local Agency desires to contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or any process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and such stay thereafter expires, the Local Agency will forthwith pay or cause to be paid and discharged such judgment. The Local Agency will, to the maximum extent permitted by law, indemnify and hold the Authority and the Trustee harmless from, and defend each of them against, any claim, demand, loss, damage, liability or expense (including attorneys' fees) as a result of any such lien or claim of lien against any portion of the Revenues.

The Local Agency may pledge, encumber or otherwise secure its obligations with the Revenues, provided, that except as permitted by Section 4.01 hereof, in all instances any such pledge, lien or security is wholly subordinate and junior to the obligations of the Local Agency contained herein.

Section 5.04. Maintenance of Revenues. The Local Agency will use its best efforts to comply with all provisions of law and any regulations issued thereunder relating to the Revenues, including, but not limited to, the Measure A Ordinance, Sections 2119 and 2151 through 2155 of the California Streets and Highways Code and Sections 65089.3 and 65089.4 of the California Government Code relating to conformance with the congestion management program relating to the Local Agency, and will take any and all reasonable actions required in order to maintain the Local Agency's ability to receive the Revenues and apply the same as provided herein; provided, that nothing herein shall require the Local Agency to take any action or expend any Local Agency funds to comply with any such requirements deemed unreasonable in the sole discretion of the Local Agency, so long as failure to take such action or expend such funds will not cause the amount of estimated Revenues to be received by the Local Agency in the next Fiscal Year to be less than ____% of the Maximum Annual Debt Service as of the date of calculation.

Section 5.05. Tax Covenants. The Local Agency will not directly or indirectly use or permit the use of the proceeds of the obligation provided herein or any other funds of the Local Agency or take or omit to take any action which would cause such obligation to be an "arbitrage bond" within the meaning of Section 148 of the Code, or a "federal-guaranteed obligation" under Section 149(b) of the Code, or a "private activity bond" as described in Section 141 of the Code. To that end, so long as any 2012 Installment Sale Payment are unpaid, the Local Agency will comply with all requirements of such sections of the Code to the extent applicable to the obligation provided herein and with the provisions of the Tax Certificate. Upon calculation by the Rebate Analyst of a Rebate Amount, the Local Agency shall, from any source of available funds, immediately transfer an amount of money equal to the Rebate Amount to the Trustee for deposit in the Rebate Fund established pursuant to Section 5.04 of the Trust Agreement.

The Authority and the Local Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the interest evidenced and represented by the Certificates will not be included in the gross income of the owners of

such certificates for federal income tax purposes under the Code and will take no action that would result in such interest being so included.

Section 5.06. Prompt Acquisition and Construction of the Project. The Local Agency will take all necessary and appropriate steps to acquire and construct the Project, as agent of the Authority, with all practicable dispatch and in an expeditious manner and in conformity with law so as to complete the same as soon as possible.

Section 5.07. Accounting Records and Financial Statements.

(a) The Local Agency will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Revenues and the Project, which records shall be available for inspection by the Authority and the Trustee at reasonable hours and under reasonable conditions.

(b) The Local Agency will prepare and file with the Trustee annually within six months after the close of each Fiscal Year audited financial statements of the Local Agency for the preceding Fiscal Year.

Section 5.08. Protection of Security and Rights of the Authority and the Trustee. The Local Agency will preserve and protect the security hereof and the rights of the Authority and the Trustee to the 2012 Installment Sale Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 5.09. Further Assurances. The Local Agency will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Authority of the rights and benefits provided to it herein.

Section 5.10. Continuing Disclosure. The Local Agency hereby covenants and agrees that it will enter into and comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this 2012 Installment Sale Agreement, failure of the Local Agency to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, the Trustee shall at the written request of any Participating Underwriter (as defined in the Continuing Disclosure Agreement) or the Owner of at least 25% aggregate principal amount in Outstanding Certificates, or any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Local Agency to comply with its obligations under this Section. For purposes of this Section, "Beneficial Owner" means any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries).

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.01. Events of Default and Acceleration of Principal. If one or more of the following “Events of Default” shall happen, that is to say --

(1) if default shall be made in the due and punctual payment of any 2012 Installment Sale Payment when and as the same shall become due and payable;

(2) if default shall be made by the Local Agency in the performance of any of the agreements or covenants contained herein required to be performed by it, and such default shall have continued for a period of 30 days after the Local Agency shall have been given notice in writing of such default by the Authority or the Trustee; or

(3) if the Local Agency shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the Local Agency seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the Local Agency or of the whole or any substantial part of its property;

then and in each and every such case during the continuance of such Event of Default specified in clause (1) above, the Trustee shall, and for any other such Event of Default the Trustee may, by notice in writing to the Local Agency, declare the entire principal amount of the unpaid 2012 Installment Sale Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding. This subsection is subject to the condition, however, that if at any time after the entire principal amount of the unpaid 2012 Installment Sale Payments and the accrued interest thereon shall have been so declared due and payable and before any judgment or decree for the payment of the money due shall have been obtained or entered the Local Agency shall deposit with the Trustee a sum sufficient to pay the unpaid principal amount of the 2012 Installment Sale Payments due and payable prior to such declaration and the accrued interest thereon, with interest on such overdue installments at the rate or rates applicable to such unpaid principal amounts of the 2012 Installment Sale Payments if paid in accordance with their terms, and the reasonable expenses of the Trustee, and any and all other defaults known to the Trustee (other than in the payment of the entire principal amount of the unpaid 2012 Installment Sale Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then and in every such case the Trustee, by written notice to the Local Agency, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 6.02. Application of Revenues Upon Acceleration. All Revenues upon the date of the declaration of acceleration by the Trustee as provided in Section 6.01 and all Revenues thereafter received shall be applied in the following order --

First, to the payment of the costs and expenses of the Trustee and the Authority, if any, in carrying out the provisions of this article, including reasonable compensation to its agents, accountants and counsel and including any indemnification expenses;

Second, to the payment of the interest then due and payable on the entire principal amount of the unpaid 2012 Installment Sale Payments, and, if the amount available shall not be sufficient to pay in full all such interest then due and payable, then to the payment thereof ratably, according to the amounts due thereon without any discrimination or preference; and

Third, to the payment of the unpaid principal amount of the 2012 Installment Sale Payments which has become due and payable, whether on the original due date or upon acceleration, with interest on the overdue principal and interest amounts of the unpaid 2012 Installment Sale Payments at the rate or rates of interest then applicable to such 2012 Installment Sale Payments if paid in accordance with their terms, and, if the amount available shall not be sufficient to pay in full all the amounts due with respect to the 2012 Installment Sale Payments on any date, together with such interest, then to the payment thereof ratably, according to the principal amount due on such date, without any discrimination or preference.

“Fourth” to provide for any other amounts due and owing the Certificate Insurer.

Section 6.03. Other Remedies. The Trustee shall have the right --

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the Local Agency or any councilmember, officer or employee thereof, and to compel the Local Agency or any such councilmember, officer or employee to perform and carry out its or his duties under law and the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Authority or the Trustee; or

(c) by suit in equity upon the happening of an Event of Default to require the Local Agency and its council members, officers and employees to account as the trustee of an express trust.

Section 6.04. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the Local Agency, which is absolute and unconditional, to pay the 2012 Installment Sale Payments from the Revenues to the Trustee at the respective due dates or upon prepayment, or shall affect or impair the right of the Trustee, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Trustee shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such

subsequent default or breach of duty or contract. No delay or omission by the Trustee to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Trustee by law or by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Trustee, the Authority and the Local Agency and the Trustee shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 6.05. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by law.

ARTICLE VII

DISCHARGE OF OBLIGATIONS

Section 7.01. Discharge of Obligations.

(a) If the Local Agency shall pay or cause to be paid all the 2012 Installment Sale Payments at the times and in the manner provided herein, the right, title and interest of the Authority herein and the obligations of the Local Agency hereunder shall thereupon cease, terminate, become void and be completely discharged and satisfied.

(b) Any unpaid principal installment of the 2012 Installment Sale Payments shall on its payment date or date of prepayment be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if the Local Agency makes payment of such 2012 Installment Sale Payments and the prepayment premium, if applicable, in the manner provided herein.

(c) All or any portion of unpaid principal installments of the 2012 Installment Sale Payments shall, prior to their payment dates or dates of prepayment, be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if (i) notice is provided by the Local Agency to the Trustee as required by the Trust Agreement, (ii) there shall have been deposited with the Trustee either money in an amount which shall be sufficient, or Permitted Investments (as that term is defined in the Trust Agreement) of the type described in clause (1) of the definition of Permitted Investments and which are not subject to redemption prior to maturity (including any such Permitted Investments issued or held in book entry form on the books of the Treasury of the United States of America) or tax-exempt obligations of a state or a political subdivision thereof which have been defeased under irrevocable escrow instructions by the deposit of such money or Permitted Investments and which are then rated in the highest rating category by the Rating Agency, the interest on and principal of which when paid will provide money which, together with money, if any, deposited with the Trustee, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to pay when due the interest to become due with respect to the principal installments of such 2012 Installment Sale Payments and the principal installments of such 2012 Installment Sale Payments or such portions thereof on and prior to their payment dates or their dates of prepayment, as the case may be, and the prepayment premiums, if any, applicable thereto and (iii) an opinion of nationally recognized bond counsel is filed with the Trustee to the effect that the action taken pursuant to this subsection will not cause the interest evidenced and represented by the Certificates to be includable in gross income under the Code for federal income tax purposes.

(d) After the payment of all 2012 Installment Sale Payments and prepayment premiums, if any, as provided in this section, and payment of all fees and expenses of the Trustee, the Trustee, upon request of the Local Agency, shall cause an accounting for such period or periods as may be requested by the Local Agency to be prepared and filed with the Local Agency and the Authority and shall execute and deliver to the Local Agency and the Authority all such instruments as may be necessary or desirable to evidence such total discharge and satisfaction of the 2012 Installment Sale Agreement, and the Trustee shall pay over and

deliver to the Local Agency, as an overpayment of 2012 Installment Sale Payments, all such money or investments held by it pursuant hereto other than such money and such investments as are required for the payment or prepayment of the 2012 Installment Sale Payments, which money and investments shall continue to be held uninvested by the Trustee in trust for the payment of the 2012 Installment Sale Payments and shall be applied by the Trustee pursuant to the Trust Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Liability of Local Agency Limited to Revenues. Notwithstanding anything contained herein, the Local Agency shall not be required to advance any moneys derived from any source of income other than the Revenues for the payment of the 2012 Installment Sale Payments or for the performance of any agreements or covenants required to be performed by it contained herein.

The obligation of the Local Agency to make the 2012 Installment Sale Payments is a special obligation of the Local Agency payable solely from the Revenues as provided herein, and does not constitute a debt of the Local Agency or of the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 8.02. Benefits of 2012 Installment Sale Agreement. Nothing contained herein, expressed or implied, is intended to give to any person other than the Authority, the Certificate Insurer, the Local Agency or the Trustee any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the Authority, the Certificate Insurer, the Local Agency or the Trustee shall be for the sole and exclusive benefit of the other parties.

Section 8.03. Successor Is Deemed Included in all References to Predecessor. Whenever either the Authority or the Local Agency or the Trustee is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Authority or the Local Agency or the Trustee, and all agreements and covenants required hereby to be performed by or on behalf of the Authority or the Local Agency or the Trustee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 8.04. Waiver of Personal Liability. No councilmember, officer or employee of the Local Agency shall be individually or personally liable for the payment of the 2012 Installment Sale Payment, but nothing contained herein shall relieve any councilmember, officer or employee of the Local Agency from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 8.05. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections,” “Exhibits” and other subdivisions or clauses are to the corresponding articles, sections, exhibits, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith” and other words of similar import refer to the 2012 Installment Sale Agreement as a whole and not to any particular article, section, exhibit, subdivision or clause hereof.

Section 8.06. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Authority or the Local Agency shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The Authority and the Local Agency hereby declare that they would have executed the 2012 Installment Sale Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 8.07. Assignment. The 2012 Installment Sale Agreement and any rights hereunder shall be assigned by the Authority to the Trustee as provided in the Trust Agreement; to which assignment the Local Agency hereby expressly acknowledges and consents.

Section 8.08. Net Contract. The 2012 Installment Sale Agreement shall be deemed and construed to be a net contract, and the Local Agency shall pay absolutely net during the term hereof the 2012 Installment Sale Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

Section 8.09. California Law. The 2012 Installment Sale Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 8.10. Indemnification. The Local Agency shall, to the full extent then permitted by law, indemnify, protect, hold harmless, save and keep harmless the Authority and its directors, officers and employees and the Trustee and its directors, officers and employees from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the acquisition, construction, installation and use of the Project and each portion thereof or any accident in connection with the operation, use, condition or possession of the Project or any portion thereof resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent and other defects, whether or not discoverable by the Local Agency or the Authority; any claim for patent, trademark or copyright infringement; and any claim arising out of strict liability in tort. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations hereunder or the termination hereof for any reason. The Local Agency agrees not to withhold or abate any portion of the payments required pursuant hereto by reason of any defects, malfunctions, breakdowns or infirmities of the Project. The Local Agency and the Authority mutually agree to promptly give notice to each other of any claim or liability hereby indemnified against following either's learning thereof.

Section 8.11. Funds. Any fund required to be established and maintained herein by the Local Agency may be established and maintained in the accounting records of the Local Agency either as an account or a fund, and may, for the purpose of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to any such fund shall at all times be maintained in

accordance with sound accounting practice and with due regard for the protection of the security of the Certificates and the rights of the owners of such Certificates.

Section 8.12. Notices; Authorized Local Agency Representative. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the Local Agency:	City of Moreno Valley 14177 Frederick St. Moreno Valley, CA 92553
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If to the Authority:	California Statewide Communities Development Authority 1100K Street, Suite 101 Sacramento, CA 95814 Attention: Secretary
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Local Agency Authorized Representatives:

TITLE

- (1) Mayor
- (2) City Manager
- (3) Financial and Administrative Services Director

Section 8.13. Effective Date. The 2012 Installment Sale Agreement shall become effective upon its execution and delivery, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made pursuant to Article VII).

Section 8.14. Execution in Counterparts. The 2012 Installment Sale Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and attested the 2012 Installment Sale Agreement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF MORENO VALLEY

By: _____
Authorized Officer

APPROVED AS TO FORM

By: _____
Local Agency Counsel

CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT
AUTHORITY

By: _____
Member of the Commission
of the Authority

EXHIBIT A

2012 INSTALLMENT SALE PAYMENTS SCHEDULE

Payment Date	Interest Installment	Principal Installment	Total 2012 Installment Sale Payments
06/01/2012			
12/01/2012			
06/01/2013			
12/01/2013			
06/01/2014			
12/01/2014			
06/01/2015			
12/01/2015			
06/01/2016			
12/01/2016			
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06/01/2025			
12/01/2025			
06/01/2026			
12/01/2026			
06/01/2027			
12/01/2027			
06/01/2028			
12/01/2028			
06/01/2009			
12/01/2029			
06/01/20__			
12/01/20__			
06/01/20__			

TRUST AGREEMENT

among

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY,
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee**

And

**CERTAIN LOCAL AGENCIES
NAMED HEREIN**

Dated as of _____ 1, 2012

**California Communities
Gas Tax Revenue Certificates of Participation,
Series 2012__ (T.R.I.P. – Total Road Improvement Program)**

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TRUST AGREEMENT

THIS TRUST AGREEMENT, made and entered into as of ____ 1, 2012 (the “Trust Agreement”) among WELLS FARGO BANK, NATIONAL ASSOCIATION (the “Trustee”), a national banking association duly organized and existing under and by virtue of the laws of the United States of America, the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (the “Authority”) and the Local Agencies named in Schedule I hereto (the “Local Agencies”);

W I T N E S S E T H:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes and empowers the Authority to cause certificates of participation to be executed and delivered to assist local agencies in financing projects and programs consisting of certain public improvements or working capital or liability and other insurance needs whenever a local agency determines that there are significant public benefits from so doing;

WHEREAS, each Local Agency has determined that the consummation of the transactions contemplated in its respective Agreement (as hereinafter defined) to which its is party and this Trust Agreement will result in significant public benefits, and accordingly, have determined to participate in the California Communities T.R.I.P. – Total Road Improvement Program (the “Program”) established by the Authority;

WHEREAS, each Local Agency is a participant in the Program and a member of the Authority;

WHEREAS, each Local Agency participating in the Program desires to have the 2012 Installment Sale Payments (as hereinafter defined) payable in connection with is respective Agreement combined with similar payments made pursuant to the Agreements executed by the other Local Agencies participating in the Program in order to achieve a lower net interest cost and lower costs of issuance associated with executing and delivering the Certificates (described herein);

WHEREAS, each Local Agency has designated the Trustee to act as its trustee with respect to the funds received by the Local Agency in connection with the sale of the Certificates and with respect to the moneys paid by the Local Agency as 2012 Installment Sale Payments;

WHEREAS, each Local Agency participating in the Program has executed a pricing confirmation, confirming the sale to E. J. De La Rosa & Co., Inc. (the “Purchaser”) of the Certificates which evidence and represent proportionate and undivided interests in the 2012 Installment Sale Payments payable in connection with its respective Agreement combined with similar payments made pursuant to the Agreements executed by the other local agencies participating in the Program and constituting part of the same series of Certificates;

WHEREAS, each Local Agency participating in the Program has authorized and directed the Trustee to execute and deliver on its behalf pursuant to the terms of the Trust Agreement, the Certificates in an amount equal to the aggregate principal amount of the principal installments payable by the Local Agencies pursuant to the Agreements;

WHEREAS, the Authority is empowered pursuant to the Agreements and the aforementioned Article 4 to cause the acquisition of the Projects (as hereinafter defined) and to finance the Projects through the execution and delivery of the Certificates;

WHEREAS, in order to provide for the execution and delivery of the Certificates (as hereinafter defined), to establish and declare the terms and conditions upon which the Certificates are to be executed, delivered and secured and to secure the payment of the principal thereof and interest thereon, the Authority has authorized the execution and delivery of this Trust Agreement; and

WHEREAS, the execution of the Agreements and the approval of the execution and delivery of this Trust Agreement and the Certificates have been in all respects duly and validly authorized by the governing board of the Local Agency pursuant to resolution duly adopted (collectively, the "Local Agency Resolutions");

WHEREAS, the Certificates and the form of assignment to be endorsed thereon are to be substantially in the form set forth in Exhibit A, with necessary or appropriate variations, omissions and insertions, as permitted or required hereby;

WHEREAS, the Trustee has accepted the trust created by this Trust Agreement and in evidence thereof has joined in the execution hereof; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of the Trust Agreement, the Certificate Insurance Policy, and delivery of the Certificates do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Trust Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Trust Agreement and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

“Acquisition Fund” means the fund by that name established and maintained pursuant to Section 2.11.

“Act” means the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended) and all laws amendatory thereof or supplemental thereto.

“Administration Fee” means, for each Local Agency, an amount equal to the sum of the Authority Fee, the Trustee Fee, the Rebate Analyst Fee and any other similar fee payable in connection with the administration of the Program, payable by each Local Agency, in accordance with the such Local Agency’s Agreement, on the 15th day of the month preceding each Certificate Payment Date, for the administrative costs of the Project and the Program.

“Administration Fund” means the fund by that name established and maintained pursuant to Section 3.03.

“Agreement” or “Agreements” means each 2012 Installment Sale Agreement, dated as of ____ 1, 2012, between the Authority and a Local Agency as originally executed and as each may from time to time be amended or supplemented pursuant to the provisions hereof and thereof.

“Authority” means the California Statewide Communities Development Authority, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California and an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988, among a number of California cities, counties and special districts, including the Local Agency, as amended.

“Authority Fee” shall mean, for each Local Agency, the annual administration fee of the Authority payable by each Local Agency in accordance with such Local Agency’s Agreement.

“Authorized Authority Representative” means any member of the Commission of the Authority.

“Authorized Local Agency Representative” means the person or persons designated in Section 8.12 of each Installment Sale Agreement or any other person at the time designated to act on behalf of such respective Local Agency by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of such Local Agency by an Authorized Local Agency Representative.

“**Business Day**” means any day on which the Trustee is open for business at its corporate trust office in Los Angeles, California.

“**Cash Flow Report**” means a report prepared by the Cash Flow Consultant identifying Certificates to be prepaid as a result of any prepayment pursuant to Section 2.03 hereof. In the case of any optional prepayment pursuant to section 2.03(a) hereof, such report shall demonstrate that Revenues expected to be received following such prepayment shall be sufficient to pay the regularly scheduled principal and interest represented by the Certificates as such amounts become due and payable. In the case of a mandatory prepayment pursuant to section 2.03(b) hereof, such report shall identify maturities of principal evidenced by the Certificates to be prepaid in a manner consistent with Section 7.02 hereof and Section 6.02 of the related Local Agency Agreement relating to the application of Revenues upon Acceleration.

“**Cash Flow Consultant**” means E. J. De La Rosa & Co., Inc. or any successor thereto appointed by the Authority.

“**Certificates**” means the California Communities Gas Tax Revenue Certificates of Participation, Series 2012__ (T.R.I.P. – Total Road Improvement Program). The term “**Serial Certificates**” means Certificates for which no sinking fund payments are provided. The term “**Term Certificates**” means Certificates which are payable on or before their specified payment dates from sinking fund payments established for that purpose and calculated to prepay such Certificates on or before their specified payment dates.

“**Certificate Insurance Policy**” means the insurance policy issued by the Certificate Insurer guaranteeing, in whole or in part as specified therein, the scheduled payment of principal or accreted value of and interest payable with respect to the Certificates when due”.

“**Certificate Insurer**” means _____, or any successor thereto or assignee thereof.

“**Certificate Payment Date**” means a date on which principal evidenced and represented by the Certificates is due and payable, being June 1 of each year commencing June 1, 20__.

“**Code**” means the Internal Revenue Code of 1986, as amended and the regulations issued thereunder.

“**Costs of Issuance**” means all items of expense directly or indirectly payable by or reimbursable to a Local Agency, or the Local Agencies, as applicable, or the Authority and related to the authorization, execution and delivery of the Certificates, including, but not limited to, the Certificate Insurer’s Certificate Insurance Policy fees or premium, as applicable, if any, costs of preparation and reproduction and delivery of documents, filing and recording fees, fees and charges of the Trustee and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, fees of rating agencies, fees and charges for preparation, execution and safekeeping of the Certificates and any other costs, charges or fees in connection with the original execution, delivery, marketing and sale of the Certificates.

“**Cost of Issuance Fund**” means the fund by that name established and maintained pursuant to Section 2.11.

“Defeasance Obligations” means the following: (1) cash, (2) non callable direct obligations of the United States of America (“Treasuries”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Certificate Insurer, pre refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively, or (5) subject to the prior written consent of the Certificate Insurer, securities eligible for “AAA” defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Certificates unless the Certificate Insurer otherwise approves.

“Independent Certified Public Accountant” means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State or a comparable successor, appointed and paid by the Authority, as shall be acceptable to the Certificate Insurer, and who, or each of whom -

(1) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the Authority;

(2) does not have a substantial financial interest, direct or indirect, in the operations of the Authority; and

(3) is not connected with the Authority as a member, officer or employee of the Authority, but who may be regularly retained to audit the accounting records of and make reports thereon to the Authority.

“2012 Installment Sale Payments” means the periodic payments scheduled to be paid by each Local Agency under and pursuant to its respective Agreement.

“Interest Fund” means the fund by that name established pursuant to Section 3.03.

“Interest Payment Account” means the account within the Interest Fund by that name established for each Local Agency pursuant to Section 3.03.

“Interest Payment Date” means a date on which interest evidenced and represented by the Certificates is due and payable, being June 1 and December 1 of each year, commencing ____ 1, 20__.

“Local Agency” or **“Local Agencies”** means, as applicable, the respective local agency or local agencies listed in Schedule I hereto, each a duly organized and existing political subdivision of the State of California.

“Office of the Trustee” means the corporate trust office of the Trustee in Los Angeles, California.

“Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal obligations, appointed and paid by the Authority

and satisfactory to and approved by the Trustee (who shall be under no liability by reason of such approval).

“Outstanding,” when used as of any particular time with reference to Certificates, means (subject to the provisions of Section 6.02) all Certificates except

(1) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(2) Certificates paid or deemed to have been paid within the meaning of Section 8.01; and

(3) Certificates in lieu of or in substitution for which other Certificates shall have been executed and delivered by the Authority pursuant hereto.

“Owner” means any person who shall be the registered owner of any Outstanding Certificate.

“Permitted Investments” means any of the following to the extent permitted by the laws of the State and the applicable Local Agency’s Investment Policy:

- A. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.
- B. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):
 - 1. U.S. Export-Import Bank (Eximbank)
Direct obligations or fully guaranteed certificates of beneficial ownership
 - 2. Farmers Home Administration (FmHA)
Certificates of beneficial ownership
 - 3. Federal Financing Bank
 - 4. Federal Housing Administration Debentures (FHA)
 - 5. General Services Administration
Participation certificates
 - 6. Government National Mortgage Association (GNMA or “Ginnie Mae”)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations
(not acceptable for certain cash-flow sensitive issues.)

7. U.S. Maritime Administration
Guaranteed Title XI financing
 8. U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds
New Communities Debentures - U.S. government guaranteed debentures
U.S. Public Housing Notes and Bonds - U.S. government guaranteed
public housing notes and bonds
- C. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):
1. Federal Home Loan Bank System
Senior debt obligations
 2. Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”)
Participation Certificates
Senior debt obligations
 3. Federal National Mortgage Association (FNMA or “Fannie Mae”)
Mortgage-backed securities and senior debt obligations
 4. Resolution Funding Corp. (REFCORP) obligations
 5. Farm Credit System
Consolidated systemwide bonds and notes
- D. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G; AAA-m; or AA-m and if rated by Moody’s rated Aaa, Aa1 or Aa2 including funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee provide investment advisory or other management services.
- E. Certificates of deposit secured at all times by collateral described in (A) and/or (B) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks which may include the Trustee and its affiliates. The collateral must be held by a third party and the Owners must have a perfected first security interest in the collateral.
- F. Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF which may include the Trustee and its affiliates.

- G. Investment Agreements, including GIC's, Forward Purchase Agreements and Reserve Fund Put Agreements acceptable to the Certificate Insurer (Investment Agreement criteria is available upon request).
- H. Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by S&P.
- I. Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies.
- J. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or "A" or better by S&P which may include the Trustee and its affiliates.
- K. The Local Agency Investment Fund (LAIF) administered by the State of California.
- l. Repurchase Agreements for 30 days or less must follow the following criteria. Repurchase Agreements which exceed 30 days must be acceptable to the Certificate Insurer (criteria available upon request)

Repurchase agreements provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to a municipal entity (buyer/lender), and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the municipal entity in exchange for the securities at a specified date.

- 1. Repos must be between the municipal entity and a dealer bank or securities firm
 - a. Primary dealers on the Federal Reserve reporting dealer list which are rated A or better by Standard & Poor's Corporation and Moody's Investor Services, or
 - b. Banks rated "A" or above by Standard & Poor's Corporation and Moody's Investor Services.
- 2. The written repo contract must include the following:
 - a. Securities which are acceptable for transfer are:
 - (1) Direct U.S. governments, or
 - (2) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC)

- b. The term of the repo may be up to 30 days
 - c. The collateral must be delivered to the municipal entity, trustee (if trustee is not supplying the collateral) or third party acting as agent for the trustee (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).
 - d. Valuation of Collateral
 - (1) The securities must be valued weekly, marked-to-market at current market price plus accrued interest.
 - (2) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.
3. Legal opinion which must be delivered to the municipal entity:
- a. Repo meets guidelines under state law for legal investment of public funds.

“Prepayment Price” means, with respect to any Certificate (or portion thereof) the principal amount with respect to such Certificate (or portion), plus the applicable premium, if any, payable upon prepayment thereof pursuant to the provisions of such Certificate and the Trust Agreement.

“Pricing Confirmation Supplement” means that certain Pricing Confirmation Supplement attached to each Purchase Agreement as agreed and accepted by each of the respective Local Agencies.

“Principal Fund” means the account by that name established and maintained pursuant to Section 3.03.

“Principal Payment Account” means the account within the Principal Fund by that name established for each Local Agency pursuant to Section 3.03.

“Project(s)” has the meaning ascribed to such term in each Agreement.

“Project Costs” means all costs of payment of, or reimbursement for, the engineering, design, acquisition, installation, provision and financing of the Projects, including but not limited to, engineering and installation management costs, administrative costs and capital expenditures

relating to financing payments, costs of accounting, feasibility, environmental and other reports, interest during the period of acquisition and installation of the Projects, insurance costs, inspection costs, permit fees, filing and recording costs, printing costs, reproduction and binding costs, initial fees and charges of the Authority and the Trustee, escrow fees, financing discounts, legal fees and charges, financial and other professional consultant fees and charges in connection with the foregoing.

“Program” means the California Communities T.R.I.P. – Total Road Improvement Program pursuant to which the Certificates are executed and delivered to assist local agencies in financing Projects.

“Purchase Agreement” means that certain Purchase Agreement by and between each of the respective Local Agencies and the Purchaser relating to the Agreements and the Certificates.

“Purchaser” means E. J. De La Rosa & Co., Inc. as Purchaser of the Certificates.

“Purchase Price” means with respect to any Certificate (or portion thereof) the principal amount with respect to such Certificate (or portion), plus the applicable premium, if any, payable upon purchase thereof pursuant to the provisions of such Certificate and the Trust Agreement.

“Qualified Reserve Instrument” means an insurance policy meeting the requirements of Section 3.03(3).

“Rating Agency” means Standard & Poor’s Corporation or, in the event that Standard & Poor’s Corporation no longer maintains a rating on the Certificates, any other nationally recognized bond rating agency then maintaining a rating on the Certificates, but, in each instance, only so long as Standard & Poor’s Corporation, or other nationally recognized rating agency then maintains a rating on the Certificates.

“Rebate Amount” means, for any given period, the amount determined by the Rebate Analyst as required to be rebated or paid as a yield reduction payment to the United States of America with respect to the Certificates.

“Rebate Analyst” shall mean BLX Group.

“Rebate Analyst’s Fee” shall mean, for each Local Agency, the fee payable to the Rebate Analyst, payable by each Local Agency in accordance with such Local Agency’s Agreement.

“Rebate Fund” means the fund by that name established and maintained pursuant to Section 4.04.

“Record Date” means the 15th day of the month next preceding each Interest Payment Date, whether or not such day is a business day.

“Request” or “Certificate” with respect to a Local Agency means an instrument in writing signed on behalf of such Local Agency by an Authorized Local Agency Representative, and with respect to the Authority means an instrument in writing signed on behalf of the

Authority by an Authorized Authority Representative or other person at the time designated to act on behalf of the Authority by written certificate furnished to the Trustee.

“Reserve Fund” means the fund by that name established and maintained pursuant to Section 3.03.

“Reserve Fund Requirement” means, as of any date of calculation, separately with respect to each Agreement, an amount equal to the least of (i) 10% of the initial stated principal amount (within the meaning of Section 148 of the Code) of the 2012 Installment Sale Payments under the Agreement; (ii) 125% of the average annual 2012 Installment Sale Payments under the Agreement, or (iii) the Maximum Annual Debt Service, as defined in each Agreement.

“Reserve Subaccount” means the Subaccount within the Reserve Fund by that name established for each Local Agency pursuant to Section 3.03.

“Revenues” means all 2012 Installment Sale Payments and other payments paid by the Local Agencies and received by the Authority pursuant to the Agreements and all interest or other income from any investment of any money in any fund or account (other than the Rebate Fund) pursuant to Section 3.04.

“Revenue Fund” means the fund by that name established and maintained pursuant to Section 3.02.

“Securities Depositories” means: The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530, Fax-(516) 227-4039 or 4190; or such other addresses and/or such other securities depositories as the Authority may designate to the Trustee in writing.

“State” means the State of California.

“Supplemental Trust Agreement” means any trust agreement then in full force and effect which has been duly executed and delivered by the Authority and the Trustee amendatory hereof or supplemental hereto; but only if and to the extent that such Supplemental Trust Agreement is specifically authorized hereunder.

“Surplus Account” means the account by that name established and maintained pursuant to Section 3.03.

“Tax Certificate” means each Tax Certificate dated the date of initial delivery of the Certificates and executed and delivered by the Authority and each Local Agency.

“Trust Agreement” means this Trust Agreement, dated as of _____ 1, 2012, between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

“Trustee” means Wells Fargo Bank, National Association, or any successor thereto appointed pursuant to this Trust Agreement.

ARTICLE II

EXECUTION AND DELIVERY OF CERTIFICATES

Section 2.01. Preparation and Purpose of Certificates. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Certificates and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the execution and delivery of the Certificates do exist, have happened and have been performed in due time, form and manner as required by law, and that the Authority is now duly authorized, pursuant to each and every requirement of the Act, to cause the Certificates to be executed and delivered in the form and manner provided herein for the purpose of providing funds to pay for and construct the Projects, and that the Certificates shall be entitled to the benefit, protection and security of the provisions hereof. The Trustee is hereby authorized and directed to prepare the Certificates in the initial aggregate principal amount of _____ dollars (\$ _____), evidencing and representing the aggregate principal components of the 2012 Installment Sale Payments and each evidencing and representing a proportionate, undivided interest in the 2012 Installment Sale Payments. The Local Agencies hereby authorize the Trustee to execute a letter of representations to be delivered to DTC in connection with the delivery of the Note Participations (the "Representation Letter").

Each Local Agency participating in the Program is the Local Agency required to make the 2012 Installment Sale Payments with respect to its Agreement which, when combined with the 2012 Installment Sale Payments to be made with respect to the Agreements of other Local Agencies participating in the Program and the same series, shall be evidenced by the Certificates which evidence and represent a proportionate and undivided interest in the 2012 Installment Sale Payments of each Local Agency, such that each Local Agency participating in the Program is severally, and not jointly, liable on each such Certificates in the proportion that the principal component of such Local Agency's Installment Sale Payments bears to the total aggregate principal component of the Installment Sale Payments to be made by all Local Agencies participating in the Program and the same series. Each Local Agency participating in the Program has, pursuant to its Local Agency Resolution, authorized and directed the Trustee on behalf of that Local Agency to prepare and execute the Certificates and to deliver the Certificates to the Purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Section 2.02. Terms of the Certificates. The Certificates shall be designated "California Communities Gas Tax Revenue Certificates of Participation, Series 2012__ (T.R.I.P. – Total Road Improvement Program)." The Certificates shall be dated as of _____, 2012, shall be executed and delivered only in fully registered form in denominations of five thousand dollars (\$5,000) or any integral multiple of five thousand dollars (\$5,000) (not exceeding the principal amount of Certificates payable at any one time), and shall be payable on the Certificate Payment Dates and in the principal amounts and evidence and represent interest at the rates as set forth in the following schedule:

Day) to such registered owner at the address as it appears in such books or at such other address as may have been filed with the Trustee for that purpose.

Payment of the principal evidenced and represented by the Certificates shall be made by check upon the surrender thereof at maturity or on prepayment prior to maturity at the Office of the Trustee. The Owner of \$1,000,000 or more in aggregate principal amount evidenced by the Certificates may request in writing that the Trustee pay the interest evidenced by such Certificates by wire transfer and the Trustee shall comply with such request for all Interest Payment Dates following the fifteenth (15th) day after receipt of such request until such request is rescinded.

Section 2.03. Prepayment of Certificates.

(a) Optional Prepayment. The Certificates maturing on or after June 1, 20___, shall be subject to optional prepayment prior to maturity, at the option of the Authority upon direction of the Local Agency, on or after June 1, 20___ in whole or in part (by lot within any maturity), on any date, at a prepayment price equal to the principal amount to be prepaid, plus accrued interest to the date fixed for prepayment, without premium. The Local Agency shall provide notice to the Authority and the Trustee at least forty-five (45) days prior to the prepayment date (or such lesser period of time acceptable to the Trustee in its sole discretion) specifying the principal amount evidenced by and maturities of the 2012 Installment Sale Payments to be prepaid.

(b) Mandatory Prepayment. The Certificates shall be subject to mandatory prepayment prior to maturity, in whole or in part (by lot within any maturity), on any date, from amounts received upon the acceleration of 2012 Installment Sale Payments upon the occurrence of an event of default under any Agreement, at a prepayment price equal to the principal amount to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

(c) Mandatory Sinking Fund Prepayment. The Certificates maturing on June 1, 20___, are subject to mandatory prepayment on June 1 of each year commencing June 1, 20___, in part, from mandatory sinking fund payments, on each June 1 specified below, at a prepayment price equal to the principal evidenced thereby, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium. The principal evidenced by such Certificates to be so prepaid and the dates therefor shall be as follows:

Mandatory Prepayment Date (June 1)	Principal Amount
	\$

The amount of each such prepayment shall be reduced in the event and to the extent that 2012 Installment Sale Payments payable on the corresponding 2012 Installment Sale Payment Date are optionally prepaid pursuant to the any Agreement or Agreements and applied to the prepayment of Certificates maturing on June 1, 20___. In such event, the Local Agencies shall provide the Trustee with a revised sinking fund prepayment schedule.

The Certificates maturing on June 1, 20___, are subject to mandatory prepayment on June 1 of each year commencing June 1, 20___, in part, from mandatory sinking fund payments, on each June 1 specified below, at a prepayment price equal to the principal evidenced thereby, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium. The principal evidenced by such Certificates to be so prepaid and the dates therefor shall be as follows:

Mandatory Prepayment Date (June 1)	Principal Amount
	\$

The amount of each such prepayment shall be reduced in the event and to the extent that 2012 Installment Sale Payments payable on the corresponding 2012 Installment Sale Payment Date are optionally prepaid pursuant to any Agreement or Agreements and applied to the prepayment of Certificates maturing on June 1, 20___. In such event, the Local Agencies shall provide the Trustee with a revised sinking fund prepayment schedule.

(d) Selection of Certificates. Whenever provision is made in this Trust Agreement for the prepayment or purchase of less than all of the Certificates or any given portion thereof, the Trustee shall, subject to the following sentence, select the Certificates to be prepaid or purchased, from all Certificates subject to prepayment or purchase or such given portion thereof equal to a multiple of \$5,000 or any integral multiple thereof not previously called for prepayment or purchase. Upon notice of any prepayment pursuant to Section 2.03(a) hereof or receipt of moneys resulting in a prepayment pursuant to Section 2.03(b) hereof, the Trustee shall request the Cash Flow Consultant to prepare a Cash Flow Report identifying the principal amount and maturities of the Certificates to be prepaid; provided that upon the occurrence of an extraordinary optional, special or extraordinary mandatory prepayment in part, the selection of Certificates to be prepaid shall be subject to the approval of the Certificate Insurer so long as it has not failed to comply with its payment obligations under the Certificate Insurance Policy. The Trustee shall promptly notify the Authority in writing of any prepayment or purchase of Certificates and of the Certificates or portions thereof so selected for prepayment or purchase.

(e) Purchase in Lieu of Prepayment. In lieu of prepayment of any Certificates, amounts on deposit in the Revenue Fund or in any sinking account therein may also be used and withdrawn by the Trustee at any time, upon the Request of the Authority, for the purchase of such Certificates at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as the Authority may in its discretion determine, but not in excess of the principal amount thereof plus accrued interest to the purchase date. The principal amount of any Certificates so purchased by the Trustee in any twelve-month period ending 60 days prior to any Certificate Payment Date in any year shall be credited towards and shall reduce the principal amount of such Term Certificates required to be Prepaid on such Certificate Payment Date in such year. Any purchase of Certificates in lieu of prepayment shall require the prior written approval of the Certificate Insurer if any Certificate so purchased is not cancelled upon purchase.

(f) Notice or Prepayment or Purchase. Notice of prepayment or purchase shall be mailed by first-class mail by the Trustee, not less than thirty (30) nor more than sixty (60) days prior to the prepayment or purchase date, to (i) the respective Owners of any Certificates designated for prepayment or purchase at their addresses appearing on the registration books of the Trustee, and (ii) if the Certificates are no longer held by the Depository, to the Securities Depositories and the Municipal Securities Rulemaking Board through its Electronic Municipal Marketplace Access (EMMA) System. Notice of prepayment shall be given by telecopy, certified, registered, or overnight mail to the Securities Depositories and the Municipal Securities Rulemaking Board through its Electronic Municipal Marketplace Access (EMMA) System. Each notice of prepayment or purchase shall state the date of such notice, the date of initial execution and delivery of the Certificates, the prepayment or purchase date, the Prepayment Price or Purchase Price, the place or places of prepayment or purchase (including the name and appropriate address or addresses of the Trustee), the CUSIP number (if any) of the Certificates of each Certificate Payment Date or Dates, and, if less than all of the Certificates of any such Certificate Payment Date, the distinctive certificate numbers of the Certificates with such Certificate Payment Date, to be prepaid or purchased and, in the case of Certificates to be prepaid or purchased in part only, the respective portions of the principal amount thereof to be prepaid or purchased. Each such notice shall also state that on said date there will become due and payable on each of said Certificates the Prepayment Price or Purchase Price represented thereby or of said specified portion of the principal amount thereof in the case of a Certificate to be prepaid or purchased in part only, together with interest accrued with respect thereto to the prepayment or purchase date, and that from and after such prepayment or purchase date, interest thereon shall cease to accrue, and shall require that such Certificates be then surrendered at the address or addresses of the Trustee specified in the prepayment or purchase notice.

If any of the Certificates are prepaid pursuant to an advance refunding, notice of such advance refunding and prepayment shall be given in the same manner as above provided, and also within the same time period with respect to the actual prepayment date.

Notice of prepayment or purchase of Certificates shall be given by the Trustee, at the expense of the Authority. Conditional notice of prepayment may be given at the direction of the Authority and shall be given if funds sufficient to prepay the Certificates are not then on deposit with the Trustee.

Failure by the Trustee to give notice pursuant to this Section 2.03 to the Municipal Securities Rulemaking Board through its Electronic Municipal Marketplace Access (EMMA) System or Securities Depositories shall not affect the sufficiency of the proceedings for prepayment or purchase. Failure by the Trustee to mail notice of prepayment or purchase pursuant to this Section 2.03 to any one or more of the respective Owners of any Certificates designated for prepayment or purchase shall not affect the sufficiency of the proceedings for prepayment with respect to the Owner or Owners to whom such notice was mailed.

(g) Partial Prepayment of Purchase of Certificates. Upon surrender of any Certificate to be prepaid or purchased in part only, the Trustee shall execute and deliver to the registered owner thereof, at the expense of the Authority, a new Certificate or Certificates of authorized denominations, and having the same Certificate Payment Date, equal in aggregate principal amount to the unprepaid or unpurchased portion of the Certificate surrendered.

(h) Effect of Prepayment. Notice of prepayment having been duly given as aforesaid, and moneys for payment of the Prepayment Price of, together with interest accrued to the prepayment date with respect to, the Certificates (or portions thereof) so called for prepayment being held by the Trustee, on the prepayment date designated in such notice, the Certificates (or portions thereof) so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and interest accrued with respect thereto to the prepayment date, interest with respect to the Certificates so called for prepayment shall cease to accrue, said Certificates (or portions thereof) shall cease to be entitled to any benefit or security under this Trust Agreement, and the Owners of said Certificates shall have no rights in respect thereof except to receive payment of said Prepayment Price and accrued interest.

All Certificates prepaid pursuant to the provisions of this Section shall be cancelled upon surrender thereof by the Trustee. All Certificates purchased pursuant to the provisions of this Section shall be registered in the name of the Authority and delivered to, or as directed in writing by, the Authority.

Section 2.04. Form of Certificates. The Certificates and the registration endorsement and assignment to appear thereon shall be substantially in the forms set forth in Exhibit A hereto attached and by this reference herein incorporated (provided that on the face of each Certificates, at the place where the portion of the form set forth below appears on the reverse side of such Certificate, there shall be inserted the following sentence: REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS CERTIFICATE SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL, FOR ALL PURPOSES, HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE).

Section 2.05. Execution of Certificates. The Certificates shall be executed by the Trustee by the manual signature of an authorized signatory of the Trustee. Only those Certificates executed manually and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such execution by the Trustee shall be conclusive evidence that the Certificates so executed and registered have been duly authorized, executed and delivered hereunder and are entitled to the benefit, protection and security hereof.

Section 2.06. Transfer and Payment of Certificates. Any Certificates may, in accordance with its terms, be transferred in the records maintained pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificates for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee. Whenever any Certificates shall be surrendered for transfer, the Trustee shall execute and deliver to the transferee a new Certificate or Certificates of the same series and maturity for a like aggregate principal amount. The Trustee shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer as a condition precedent to the exercise of such privilege.

The Authority and the Trustee may deem and treat the registered owner of any Certificates as the absolute owner of such Certificates for the purpose of receiving payment thereof and for all other purposes, whether such Certificates shall be overdue or not, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest and principal and prepayment premium, if any, evidenced and represented by such Certificates shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on such Certificates to the extent of the sum or sums so paid.

The Trustee shall not be required to execute, register the transfer of or exchange any Certificates during the fifteen (15) days preceding each Interest Payment Date or the date of selection by the Trustee of Certificates for prepayment, or to register the transfer of or exchange any Certificates which have been selected for prepayment in whole or in part.

Section 2.07. Exchange of Certificates. Certificates may be exchanged at the office of the Trustee for a like aggregate principal amount of Certificates of the same series and payment date of other authorized denominations. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise of such privilege.

Section 2.08. Certificate Registration Books. The Trustee will keep at its office sufficient books for the registration and transfer of the Certificates which shall at all times be open to inspection by the Local Agencies or any Owner on reasonable notice during regular business hours on any Business Day, and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the Certificates in such books as hereinabove provided.

(a) The Trustee shall deposit in the Reserve Subaccount for each Local Agency within the Reserve Fund within the Revenue Fund established pursuant to Section 3.03 hereof a sum equal to the Reserve Fund Requirement for each Local Agency.

(b) The “Cost of Issuance Fund” is hereby established as a separate trust fund with the Trustee. The Trustee shall deposit a sum equal to the amount set forth in such Request of the Authority in the Cost of Issuance Fund. The moneys in the Cost of Issuance Fund shall be disbursed, upon the Request of the Authority, to pay Costs of Issuance. Upon the payment in full of the Costs of Issuance or the making of adequate provision for the payment thereof, evidenced by a Certificate of the Authority to the Trustee, any balance remaining in such Fund shall be transferred to the Proceeds Subaccounts of the Acquisition Fund in proportion to the amounts initially deposited in the Costs of Issuance Fund attributable to each Local Agency, and pending such transfer and application, the moneys in such Fund may be invested as permitted by Section 3.04 hereof; provided, however, that investment income resulting from any such investment shall be retained in the Cost of Issuance Fund

(c) There shall be further created a special trust fund to be held by the Trustee called the “Acquisition Fund.” Within the Acquisition Fund the Trustee shall create Proceeds Subaccounts (the “Proceeds Subaccounts”) to account separately for funds in the Acquisition Fund attributable to each Local Agency. The Trustee shall deposit a sum equal to the amount set forth in such Request of the Authority in the Acquisition Fund, and such moneys shall be credited to each of the Local Agencies in the amounts set forth in Schedule II, which is attached hereto and made a part hereof. Moneys in the Proceeds Subaccounts shall be disbursed to each Local Agency in the amounts set forth in Schedule II relating to such Local Agency pursuant to a Requisition in the form attached hereto as Exhibit B. Such Requisition shall be in the form of a sequentially numbered requisition and shall set forth the name and address of the person or persons to whom said amounts are to be disbursed and state the amounts to be disbursed are for Project Costs properly chargeable to the Proceeds Subaccount and have not been the subject of any previous requisition. Upon delivery to the Trustee of a Request of a Local Agency, any Certificate proceeds remaining in such Local Agency’s Proceeds Subaccount upon completion of its Project (which completion shall be evidenced by such Request of the Local Agency) shall be applied by the Trustee to offset scheduled 2012 Installment Sale Payments required to be paid by the Local Agency under its Agreement or in such other manner as may be directed in such Request of the Local Agency. Unless the Certificate Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Acquisition Fund shall not be disbursed, but shall instead be applied to the payment of the scheduled principal and interest represented by the Certificates as such amounts become due and payable or the prepayment price of the Certificates.

Section 2.12. Validity of Certificates. The validity of the Certificates shall not be dependent on or affected in any way by the proceedings taken by the Authority or the Trustee for the financing of the Projects or by any contracts made by the Authority or its agents in connection therewith, and shall not be dependent upon the completion of any of the Projects or

upon the performance by any person, firm or corporation of his or its obligation with respect thereto. The recital contained in the Certificates that the same are executed and delivered pursuant hereto shall be conclusive evidence of their validity and of the regularity of their execution and delivery, and all Certificates shall be incontestable from and after their execution and delivery. The Certificates shall be deemed to be executed and delivered, within the meaning hereof, whenever the definitive Certificates (or any temporary Certificates exchangeable therefor) shall have been delivered to the purchaser thereof and the proceeds of sale thereof received.

Section 1.01. Special Covenants as to Book-Entry Only System for Certificates. (a) Except as otherwise provided in subsections (b) and (c) of this Section 2.13, all of the Certificates initially executed and delivered shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), or such other nominee as DTC shall request pursuant to the Representation Letter. Payment of the interest evidenced and represented by any Certificate registered in the name of Cede & Co. shall be made on each Interest Payment Date for such Certificates to the account, in the manner and at the address indicated in or pursuant to the Representation Letter.

(b) The Certificates initially shall be executed and delivered in the form of a single authenticated fully registered certificate for each stated payment date of such Certificates, representing the aggregate principal amount evidenced and represented by the Certificates payable on such payment date. Upon initial execution and delivery, the ownership of all such Certificates shall be registered in the registration records maintained by the Trustee pursuant to Section 2.08 hereof in the name of Cede & Co., as nominee of DTC, or such other nominee as DTC shall request pursuant to the Representation Letter. The Trustee, the Local Agencies, the Authority and any paying agent may treat DTC (or its nominee) as the sole and exclusive owner of the Certificates registered in its name or the name of its nominee for the purposes of payment of the principal or prepayment price and interest evidenced and represented by such Certificates, selecting the Certificates or portions thereof to be prepaid, giving any notice permitted or required to be given to Owners hereunder, registering the transfer of Certificates, obtaining any consent or other action to be taken by Owners of the Certificates and for all other purposes whatsoever; and neither the Trustee or the Authority or any paying agent shall be affected by any notice to the contrary. Neither the Trustee, the Local Agencies nor the Authority or any paying agent shall have any responsibility or obligation to any Participant (which shall mean, for purposes of this Section 2.13, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the Certificates under or through DTC or any Participant, or any other person which is not shown on the registration records as being a Owner, with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount in respect of the principal, prepayment price or interest evidenced and represented by the Certificates, (iii) any notice which is permitted or required to be given to Owners of Certificates hereunder, (iv) the selection by DTC or any Participant of any person to receive payment in the event of a partial prepayment of the Certificates, or (v) any consent given or other action taken by DTC as Owner of Certificates. The Trustee shall pay all principal, premium, if any, and interest evidenced and represented by the Certificates only at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter, and all such payments shall be valid and effective to satisfy fully

and discharge the obligations with respect to the principal, premium, if any, and interest evidenced and represented by the Certificates to the extent of the sum or sums so paid. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of its then existing nominee, the Certificates will be transferable to such new nominee in accordance with subsection (f) of this Section 2.13.

(c) In the event that the Authority determines that it is in the best interests of the Local Agencies or the beneficial owners of the Certificates that they be able to obtain certificates, the Trustee shall, upon the written instruction of the Authority, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of such certificates. In such event, the Certificates will be transferable in accordance with subsection (f) of this Section 2.13. DTC may determine to discontinue providing its services with respect to the Certificates at any time by giving written notice of such discontinuance to the Authority, the Local Agencies and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event, the Certificates will be transferable in accordance with subsection (f) of this Section 2.13. Whenever DTC requests the Authority, the Local Agencies and the Trustee to do so, the Trustee, the Local Agencies and the Authority will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all certificates evidencing the Certificates then Outstanding. In such event, the Certificates will be transferable to such securities depository in accordance with subsection (f) of this Section 2.13, and thereafter, all references in this Trust Agreement to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

(d) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Certificates Outstanding are registered in the name of any nominee of DTC, all payments with respect to the principal, premium, if any, and interest evidenced and represented by such Certificate and all notices with respect to each such Certificate shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) The Trustee is hereby authorized and requested to execute and deliver the Representation Letter and, in connection with any successor nominee for DTC or any successor depository, enter into comparable arrangements, and shall have the same rights and immunities with respect to its actions thereunder as it has with respect to its actions under this Trust Agreement.

(f) In the event that any transfer or exchange of Certificates is authorized under subsection (b) or (c) of this Section 2.13, such transfer or exchange shall be accomplished upon receipt by the Trustee from the registered Owner thereof of the Certificates to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Sections 2.06 and 2.07 hereof. In the event Certificates are delivered to Owners other than Cede & Co., its successor as nominee for DTC as Owner of all the Certificates, another securities depository as Owner of all the Certificates, or the nominee of such successor securities depository, the provisions of Sections 2.06 and 2.07 hereof shall also apply to, among other things, the registration, exchange and transfer of the Certificates and the method of payment of principal, premium, if any, and interest evidenced and represented by the Certificates.

ARTICLE III

REVENUES

Section 3.01. Pledge of Revenues; Assignment. All Revenues and any other amounts (including proceeds of the sale of the Certificates) held by the Trustee in any fund or account established hereunder (other than amounts on deposit in the Acquisition Fund created pursuant to Section 2.11 and the Rebate Fund created pursuant to Section 4.04) are hereby irrevocably pledged to the payment of the principal, interest and premium, if any, evidenced and represented by the Certificates as provided herein, and the Revenues shall not be used for any other purpose while any of the Certificates remain Outstanding; provided, however, that out of the Revenues and other moneys there may be applied such sums for such purposes as are permitted hereunder. This pledge shall constitute a first pledge of and charge and lien upon the Revenues and all other moneys on deposit in the funds and accounts established hereunder (other than amounts on deposit in the Acquisition Fund created pursuant to Section 2.11 and the Rebate Fund created pursuant to Section 4.04) for the payment of the interest and principal evidenced and represented by the Certificates in accordance with the terms hereof and thereof.

The Authority hereby assigns to the Trustee all of the Authority's rights and remedies under the Agreements, including, but not limited to, the Authority's security interest in and lien upon the Revenues.

Section 3.02. Receipt and Deposit of Revenues in the Revenue Fund. In order to carry out and effectuate the pledge, charge and lien contained herein, the Authority agrees and covenants that all Revenues when and as received shall be received by the Authority in trust hereunder for the benefit of the Owners and shall be deposited when and as received by the Authority in the Revenue Fund which fund is hereby created and which fund the Authority hereby agrees and covenants to maintain with the Trustee so long as any Certificates shall be Outstanding under the Trust Agreement. All Revenues shall be accounted for separately for each Local Agency and held in trust in the Revenue Fund. All Revenues, whether received by the Authority in trust or deposited with the Trustee as herein provided, shall nevertheless be allocated, applied and disbursed solely for the purposes and uses hereinafter in this Article set forth, and shall be accounted for separately and apart from all other accounts, funds, money or other resources of the Authority, and the Authority shall have no beneficial right or interest in any of the Revenues except only as herein provided.

Section 3.03. Establishment and Maintenance of Accounts for Use of Money in the Revenue Fund. Subject to Section 4.04, all money in the Revenue Fund shall be set aside by the Trustee in the following respective special funds and accounts within the Revenue Fund in the following order of priority:

- (1) Interest Fund, and within the Interest Fund, an Interest Payment Account for each Local Agency;
- (2) Principal Fund, and within the Principal Fund, a Principal Payment Account for each Local Agency;

- (3) Reserve Fund, and within the Reserve Fund, a Reserve Subaccount for each Local Agency;
- (4) Administration Fund, and within the Administration Fund, an Administration Subaccount for each Local Agency; and
- (5) Surplus Account.

All money in each of such accounts shall be held in trust by the Trustee and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this section. Notwithstanding the foregoing, the Trustee need not create separate accounts within the Interest Fund, the Principal Fund, the Reserve Fund and the Administration Fund, but shall keep sufficient records to account separately for the deposits attributable to each Local Agency.

(1) Interest Fund. On or before the Business Day immediately preceding each Interest Payment Date, the Trustee shall set aside from amounts deposited by each Local Agency in the Revenue Fund and deposit in each Local Agency Interest Payment Account that amount of money which is equal to the amount of interest becoming due and payable with respect to such Local Agency's Agreement on the next succeeding Interest Payment Date. No such deposit need be made if the amount contained in a Local Agency Interest Payment Account is at least equal to the aggregate amount of interest becoming due and payable in connection with such Local Agency's Agreement on such Interest Payment Date. All money in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest evidenced and represented by the Certificates as it shall become due and payable (including accrued interest evidenced and represented by any Certificates purchased or prepaid prior to the payment dates thereof).

(2) Principal Fund. On or before the Business Day immediately preceding each Certificate Payment Date the Trustee shall set aside from amounts deposited by each Local Agency in the Revenue Fund and deposit in each Local Agency Principal Payment Account an amount of money equal to the amount of principal becoming due and payable with respect to such Local Agency's Agreement on the next succeeding Certificate Payment Date. No such deposit need be made if the amount contained in a Local Agency Principal Payment Account is at least equal to the aggregate amount of principal becoming due and payable in connection with such Local Agency's Agreement on such Certificate Payment Date. All money in the Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal evidenced and represented by the Certificates as it shall become due and payable, whether on their respective Certificate Payment Dates or prepayment, except that any money in any sinking fund account shall be used and withdrawn by the Trustee only to purchase or to prepay or to pay Term Certificates for which such sinking fund account was created.

(3) Reserve Fund. The Trustee shall set aside from amounts deposited by each Local Agency in the Revenue Fund and deposit in each Local Agency's Reserve Subaccount that amount of money (or other authorized deposit of security) which shall be required to maintain the Reserve Subaccount in the full amount of the Reserve Fund Requirement. No deposit need be made in any Reserve Subaccount so long as there shall be on deposit therein a sum equal to the related Local Agency Reserve Fund Requirement. All money in each Reserve Subaccount

(5) Surplus Account. On the Business Day immediately following each Interest Payment Date the Trustee shall deposit in the Surplus Account all money remaining in the Revenue Fund after the deposits required by Section 4.04 and by paragraphs (1), (2), (3) and (4) of this section have been made. On June 30 of each year, beginning on June 30, 2012, the Trustee shall disburse the money in the Surplus Account to each Local Agency to the extent each such Local Agency's deposit of moneys, together with investment earnings thereon, if any, exceeded the deposits required by paragraphs (1), (2), (3) and (4) of this section.

Section 3.04. Deposit and Investments of Money in Accounts and Funds. Subject to Section 4.04, all money held by the Trustee in any of the accounts or funds established pursuant hereto shall be invested and reinvested in Permitted Investments at the Request of the Authority received not less than two (2) Business Days prior to the date of making such investment. The Trustee shall notify the Authority no less than two (2) Business Days prior to the date moneys held hereunder will be available for investment, requesting that the Authority deliver to the Trustee a Request of the Authority specifying the Permitted Investments to be acquired by the Trustee with such moneys. All money held in the Reserve Fund shall be invested and reinvested in Permitted Investments with a term to maturity not exceeding five years or on the final maturity date of the Certificates, whichever date is earlier; provided, however, that if an obligation may be prepaid at par on the business day prior to each Interest Payment Date during which such obligation is outstanding, such obligation may have any maturity. All such Permitted Investments shall be valued by the Trustee not less frequently than semi-annually on each Interest Payment Date at the lower of the cost or market value thereof. Subject to Section 4.04, all interest or profits received prior to the completion of each Project (as certified in writing by the related Local Agency representative) on any money so invested shall be deposited in the related Proceeds Subaccount of the Acquisition Fund, and all interest or profits received subsequent thereto on any money so invested shall be deposited in the related Local Agency Interest Payment Account. The Trustee may act as a principal or agent in making or disposing of any investment.

Notwithstanding the foregoing, in the event there is only one participating Local Agency identified in Schedule I, notifications from the Trustee of the availability of funds for investment shall be provided to the Local Agency and instructions for the investment of funds will be at the Request of the Local Agency.

ARTICLE IV

COVENANTS

Section 4.01. Compliance with Trust Agreement. The Trustee will not execute or deliver any Certificates in any manner other than in accordance with the provisions hereof; and the Local Agencies will not suffer or permit any default to occur hereunder, but will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by them.

Section 4.02. Amendment of Agreements. The Local Agencies and the Authority will not amend or permit the amendment of the Agreements without the prior written consent of the Certificate Insurer and without (a)(1) a determination that such amendment does not materially adversely affect the interest of the Owners or (2) the written consents of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, and (b) an Opinion of Counsel to the effect that such amendment will not cause interest payable with respect to the Agreements to be included in gross income for federal income tax purposes; *provided* that no such supplement, amendment, modification or termination shall reduce the amount of 2012 Installment Sale Payments to be made to the Authority or the Trustee by any Local Agency pursuant to an Agreement, or extend the time for making such payments, or permit the creation of any lien prior to or on a parity with the lien created by such Agreement on Revenues (except as expressly provided in such Agreement), in each case without the written consent of all of the Owners of the Certificates then Outstanding.

Section 4.03. Against Encumbrances. The Authority will not make any pledge of or place any charge or lien upon the Revenues except as provided herein, and will not issue any bonds, notes or obligations payable from the Revenues or secured by a pledge of or charge or lien upon the Revenues except the Certificates.

Section 4.04. Tax Covenants: Rebate Fund.

(a) In addition to the accounts created pursuant to Section 3.03, the Trustee shall establish and maintain a fund separate from any other fund or account established and maintained hereunder designated as the Rebate Fund. There shall be deposited in the Rebate Fund such amounts, including the Rebate Amount, as are required to be deposited therein pursuant to each of the Tax Certificates. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement (as defined in each Tax Certificate), for payment to the United States of America. Notwithstanding the provisions of Sections 3.01, 3.02, 3.04, 7.02 and 10.01 relating to the pledge of Revenues, the allocation of money in the Revenue Fund, the investments of money in any fund or account, the application of funds upon acceleration and the defeasance of Outstanding Certificates, all amounts required to be deposited into or on deposit in the Rebate Fund shall be governed exclusively by this Section 4.04 and by each Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Authority, and shall have no liability or

responsibility to enforce compliance by the Authority and the Local Agencies with the terms of the Tax Certificates.

(b) Any funds remaining in the Rebate Fund after prepayment and payment with respect to all of the Certificates or provision made therefor satisfactory to the Trustee, including accrued interest and payment of any applicable fees to the Trustee and satisfaction of the Rebate Requirement (as defined in the Tax Certificates), shall be withdrawn by the Trustee and remitted to or upon the written direction of the Authority.

Section 4.05. Accounting Records and Reports. The Trustee shall keep proper books of record and account in accordance with industry standards in which complete and correct entries shall be made of all transactions made by the Trustee relating to the receipt, investment, disbursement, allocation and application of all funds received by the Trustee hereunder. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Trustee is to be allocated and shall set forth, in the case of each investment: (a) its purchase price; (b) identifying information, including par amount, coupon rate, and payment dates; (c) the amount received at maturity or its sale price, as the case may be; (d) the amounts and dates of any payments made with respect thereto; and (e) such documentation as is required to be obtained as evidence to establish that all investments have been purchased in arms' length transactions with no amounts paid to reduce the yield on the investments.

Such records shall be open to inspection by the Certificate Insurer, the Authority and any Local Agency at any reasonable time during regular business hours on reasonable notice.

Section 4.06. Observance of Laws and Regulations. The Local Agencies will faithfully observe and perform all lawful and valid obligations or regulations now or hereafter imposed on them by contract, or prescribed by any state or national law, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right or privilege now owned or hereafter acquired by them, including their right to exist and carry on their respective businesses, to the end that such observance or performance is material to the transactions contemplated hereby.

Section 4.07. Further Assurances. Whenever and so often as reasonably requested to do so by the Trustee, the Certificate Insurer or any Owner, the Local Agencies will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Trustee, the Certificate Insurer, and the Owners all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

Section 4.08. Recordation and Filing. The Local Agency will file, record, register, renew, refile and rerecord all such documents, including financing statements (or continuation statements in connection therewith), as may be required by law in order to maintain at all times a security interest in the Agreements under and pursuant to the Trust Agreement, all in such manner, at such times and in such places as may be required in order to fully perfect, preserve and protect the benefit, protection and security of the Owners and the Certificate Insurer, and the rights of the Trustee hereunder, and the Local Agencies will do whatever else may be necessary

or be reasonably required in order to perfect and continue the pledge of and lien on the Agreements as provided herein.

Section 4.09. Acquisition of the Projects. Subject to and as provided in each Agreement, the Authority will cause to be acquired and constructed the Projects with all practicable dispatch and such acquisition will be made in an expeditious manner and in conformity with the law so as to complete the same as soon as possible.

ARTICLE V

THE TRUSTEE

Section 5.01. The Trustee. Wells Fargo Bank, National Association shall serve as the Trustee for the Certificates for the purpose of receiving all money which the Authority and the Local Agencies are required to deposit with the Trustee hereunder and for the purpose of allocating, applying and using such money as provided herein and for the purpose of paying the interest, principal and prepayment premiums, if any, evidenced and represented by the Certificates presented for payment in Los Angeles, California, with the rights and obligations provided herein. The Authority agrees that it will at all times maintain a Trustee having a principal office in San Francisco or Los Angeles, California.

The Authority may at any time, unless there exists any event of default as defined in Section 7.01, remove the Trustee initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided that any such successor shall (i) be a bank or trust company doing business and having a principal office in San Francisco or Los Angeles, California, (ii) have (or in the case of a bank or trust company which is part of a bank holding company system, the related bank holding company shall have) a combined capital (exclusive of borrowed capital) and surplus of at least seventy-five million dollars (\$75,000,000) and (iii) be subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Trustee may at any time resign by giving written notice of such resignation to the Authority and by mailing to the Owners notice of such resignation. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing. Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. If, within thirty (30) days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the removed or resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Trustee having the qualifications required hereby.

The Trustee is hereby authorized to prepay the Certificates when duly presented for payment on their respective Certificate Payment Dates or on prior prepayment. The Trustee shall cancel all Certificates upon payment thereof or upon the surrender thereof by the Authority and shall destroy such Certificates and a certificate of destruction shall be delivered to the Authority. The Trustee shall keep accurate records of all Certificates paid and discharged and canceled by it.

The Authority, solely from amounts held in the Costs of Issuance Fund or paid by the Local Agencies specifically for such purpose, shall from time to time, subject to any agreement between the Authority and the Trustee then in force, pay to the Trustee compensation

for its services, reimburse the Trustee for all its advances and expenditures including but not limited to advances to and fees and expenses of independent accountants and in-house and other counsel or other experts employed by it and reasonably required in the exercise and performance of its rights and obligations hereunder, and, to the extent permitted by law, indemnify and hold the Trustee and its officers, directors, employees and agents harmless against any claim, loss, liability, damages, expenses (including legal fees and expenses) or advances not arising from the Trustee's own active or passive negligence, willful misconduct or breach of fiduciary duty, which the Trustee may incur in the exercise and performance of its rights and obligations hereunder. The obligations of the Authority under this paragraph to compensate, indemnify, reimburse and hold the Trustee harmless shall constitute additional indebtedness hereunder, and such indebtedness shall have priority over the Certificates in respect of all property and funds held or collected by the Trustee as such, except funds held in trust by the Trustee for the benefit of the Owners of particular Certificates, including, without limitation, funds held by the Trustee in trust to prepay all or a portion of Outstanding Certificates prior to their respective Certificate Payment Dates for which a notice of prepayment has been sent as provided herein.

Section 5.02. Liability of Trustee. The recitals of facts, agreements and covenants herein and in the Certificates shall be taken as recitals of facts, agreements and covenants of the Authority, and the Trustee assumes no responsibility for the use of any proceeds of the Certificates, the correctness of the same, the collection of the Revenues or makes any representation as to the sufficiency or validity hereof, of the Certificates or any security therefor or any offering material distributed in connection with the Certificates and shall not incur any responsibility in respect thereof other than in connection with the rights or obligations assigned to or imposed upon it herein, in the Certificates or in law or equity. The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence, willful misconduct or breach of fiduciary duty.

The Trustee shall not be bound to recognize any person as the Owner of a Certificate unless and until such Certificate is submitted for inspection, if required, and such Certificate is registered in such person's name.

Whenever the Trustee shall deem it necessary or desirable that a factual or legal matter be established or proved prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate conforming to the requirements herein or an opinion of counsel, which certificate or opinion shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity and all persons, including without limitation the Owners, the Authority and the Local Agencies, having any claim against the Trustee arising from this Trust Agreement not attributable to the Trustee's negligence or willful misconduct shall look only to the funds and accounts held by the Trustee hereunder for payment except as otherwise provided herein. The duties and obligations of the Trustee shall be determined solely by the express provisions of this Trust Agreement, the Trustee shall not be liable except for the performance of

such duties and obligations as are specifically set forth in this Trust Agreement, and no implied covenants or obligations (fiduciary or otherwise) shall be read into this Trust Agreement against the Trustee. The Trustee shall not be liable with respect to any action taken or not taken hereunder in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Certificates at the time Outstanding. The Trustee shall, during the existence of any event of default (which has not been cured), exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise of use under the circumstances in the conduct of its own affairs. The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees and agents and such immunities and exceptions and its right to payment of its fees and expenses shall survive its resignation or removal and the final payment and defeasance of the Certificates. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Certificates. The Trustee, in its individual or any other capacity, may become the Owner of any Certificates or other obligations of any party hereto with the same rights which it would have if not the Trustee. At any and all reasonable times, the Trustee, and its agents shall have the right to fully inspect the Projects, including all books, papers and records of the Local Agencies pertaining to the Projects and the Certificates, and to take such memoranda therefrom and with regard thereto and make photocopies thereof as may be desired. The Trustee shall not be required to give any bond or surety in respect of the execution of said trusts and powers or otherwise in respect of the premises. Before taking or refraining from any action hereunder at the request or direction of the Owners, the Trustee may require that an indemnity bond satisfactory to the Trustee be furnished to it and be in full force and effect.

None of the provisions contained herein or in the Agreements shall require the Trustee to expend or risk its own funds or continue to do so or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers if it shall reasonably believe that repayment of such funds or adequate indemnity against such risk or liability is not assured to it. The Trustee may rely and shall be protected in acting or failing to act upon any paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the Local Agencies to make any payment of principal or interest under the Agreements when due, unless the Trustee shall be specifically notified in writing at its principal corporate trust office of such default by the Certificate Insurer, or the Owners of not less than 25% of the aggregate principal amount of Certificates then Outstanding. Notwithstanding any other provision hereof, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or official action or evidence thereof, required as a condition of such action deemed by the Trustee to be desirable for the purpose of establishing the rights of the Trustee with respect to the authentication of any Certificates, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

ARTICLE VI

AMENDMENT OF THE TRUST AGREEMENT

Section 6.01. Amendment of the Trust Agreement. The Trust Agreement and the rights and obligations of the Authority, the Local Agencies, the Trustee and the Owners may be amended at any time by a Supplemental Trust Agreement which shall become binding when the written consents of the Owners of a majority in aggregate principal amount evidenced and represented by the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 6.02, are filed with the Trustee. No such amendment shall (1) extend the Certificate Payment Date of or reduce the interest rate on or amount of interest or principal or prepayment premium, if any, evidenced and represented by any Certificate without the express written consent of the Owner of such Certificate, or (2) permit the creation by the Authority of any pledge of or charge or lien upon the Revenues as provided herein superior to or on a parity with the pledge, charge and lien created hereby for the benefit of the Certificates, or (3) reduce the percentage of Certificates required for the written consent to any such amendment or any amendment of an Agreement pursuant to Section 4.02 hereof, or (4) modify any rights or obligations of the Trustee, the Authority or the Local Agencies without their prior written assent thereto, respectively.

The Trust Agreement and the rights and obligations of the Authority, the Local Agencies and of the Owners may also be amended at any time by a Supplemental Trust Agreement which shall become binding upon adoption without the consent of any Owners, but only to the extent permitted by law and after receipt of an approving Opinion of Counsel, for any purpose that will not in the judgment of the Trustee materially adversely affect the interests of the Owners, including (without limitation) for any one or more of the following purposes -

- (a) to add to the agreements and covenants required herein to be performed by the Authority other agreements and covenants thereafter to be performed by the Authority or the Local Agencies, or to surrender any right or power reserved herein to or conferred herein on the Authority or the Local Agencies;
- (b) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which the Authority or the Local Agencies may deem desirable or necessary and not inconsistent herewith;
- (c) to add to the agreements and covenants required herein, such agreements and covenants as may be necessary to qualify the Trust Agreement under the Trust Indenture Act of 1939; or
- (d) for any other purpose that does not materially adversely affect the interests of the Owners.

Section 6.02. Disqualified Certificates. Certificates owned or held by or for the account of the Authority or the Local Agencies shall not be deemed Outstanding for the purpose

of any consent or other action or any calculation of Outstanding Certificates provided in this article, and shall not be entitled to consent to or take any other action provided in this article.

Section 6.03. Endorsement or Replacement of Certificates After Amendment.

After the effective date of any action taken as hereinabove provided, the Authority may determine that the Certificates may bear a notation by endorsement in form approved by the Authority as to such action, and in that case upon demand of the Owner of any Outstanding Certificates and presentation of his Certificate for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Certificate. If the Authority shall so determine, new Certificates so modified as, in the opinion of the Authority, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Certificate a new Certificate or Certificates shall be exchanged at the office of the Trustee without cost to each Owner for its Certificate or Certificates then Outstanding upon surrender of such Outstanding Certificates.

Section 6.04. Amendment by Mutual Consent. The provisions of this article shall not prevent any Owner from accepting any amendment as to the particular Certificates held by him, provided that due notation thereof is made on such Certificates.

Section 6.05. Information to Rating Agency. The Authority shall provide any Rating Agency rating the Certificates a copy of each amendment to the Trust Agreement or to the Agreement promptly following the execution or adoption of such amendment.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 7.01. Events of Default. If any default in the payment of 2012 Installment Sale Payments or any other “Event of Default” defined in an Agreement shall occur and be continuing, or if any default shall be made by the Local Agency in the performance or observance of any other of the covenants, agreements or conditions on its part herein contained and such default shall have continued for a period of thirty (30) days after written notice thereof shall have been given to the Local Agency by the Trustee or the Owners of not less than a majority in aggregate principal amount evidenced and represented by the Certificates at the time Outstanding, then such default shall constitute an “Event of Default” hereunder, and in each and every such case during the continuance of such Event of Default the Trustee or the Owners of not less than a majority in aggregate principal amount evidenced and represented by the Certificates at the time Outstanding shall be entitled, upon notice in writing to the Local Agency, but subject to the provisions of Section 7.06, to exercise the remedies provided under the Agreement then in default which are necessary or desirable to collect such Local Agency’s 2012 Installment Sale Payments. No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Certificate Insurer, so long as it has not failed to comply with its payment obligations under the Certificate Insurance Policy. No grace period shall be permitted for payment defaults.

The Owners of Certificates, for purposes of the Trust Agreement and the Agreement of each Local Agency, to the extent of their interest, shall be entitled to all rights and security of the Authority pursuant to each Agreement and the Trust Agreement. Each Local Agency recognizes the rights of the Owners of the Certificates, acting directly or through the Trustee, to enforce the obligations and covenants contained in the Agreements and the Trust Agreement; *provided* that in no event shall an Local Agency be liable for any obligations, covenants or damages except those which arise out of the Agreements, and, in particular, no Local Agency shall be liable for any obligations, liabilities, acts or omissions of any other Local Agency.

Section 7.02. Application of Funds Upon Acceleration of Agreement. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VIII shall be deposited into a segregated payment account of the Revenue Fund relating to each, if any, defaulting Local Agency’s Agreement and be applied by the Trustee in the following order; *provided* that all amounts received in connection with the Certificate Insurance Policy shall be applied solely to payment of the principal and interest evidenced and represented by the Certificates; and *provided, further*, that the Trustee shall obtain and follow the instructions contained in an Opinion of Counsel and rebate or set aside for rebate from the specified funds held hereunder, any amount pursuant to such instructions required to be paid to the United States of America under the Code:

First, to the payment of the costs and expenses of the Trustee, if any, in carrying out the provisions of this article, including reasonable compensation to its agents, accountants and counsel and including any indemnification expenses; and

Second, to the payment of the principal and interest payable with respect to the Certificates, in connection with a mandatory prepayment of Certificates pursuant to Section 2.03(b) hereof and the delivery of a Cash Flow Report.

The maturity of Certificates insured by the Certificate Insurer shall not be accelerated without the consent of the Certificate Insurer and in the event the maturity of the Certificates is accelerated, the Certificate Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued, on such principal to the date of acceleration (to the extent unpaid by the Authority) and the Trustee shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Certificate Insurer's obligations under the Certificate Insurance Policy with respect to such Certificates shall be fully discharged.

Section 7.03. Other Remedies of the Trustee. The Trustee shall have the right

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights hereunder against any Local Agency or any supervisor, council member, board member, trustee, member, officer or employee thereof, and to compel such Local Agency or any such supervisor, council member, board member, trustee, member, officer or employee thereof to observe or perform its or his or her duties under applicable law and the agreements, conditions, covenants and terms contained herein, or in the applicable Agreement, required to be observed or performed by it or him or her;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee, the Owners or the Certificate Insurer; or

(c) by suit in equity upon the happening of any default hereunder to require any Local Agency and any supervisor, council member, board member, trustee, member, officer and employee to account as the trustee of any express trust.

Section 7.04. Non-Waiver. A waiver by the Trustee of any default hereunder or breach of any obligation hereunder shall not affect any subsequent default hereunder or any subsequent breach of an obligation hereunder or impair any rights or remedies on any such subsequent default hereunder or on any such subsequent breach of an obligation hereunder. No delay or omission by the Trustee to exercise any right or remedy accruing upon any default hereunder shall impair any such right or remedy or shall be construed to be a waiver of any such default hereunder or an acquiescence therein, and every right or remedy conferred upon the Trustee by applicable law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Trustee, the Certificate Insurer, or the Local Agencies, the Trustee, the Certificate Insurer, and the Local Agencies shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Notwithstanding anything to the contrary, no waiver by the Trustee of any default hereunder or breach of any obligation hereunder with respect to any Local Agency shall be effective without the prior written consent of the Certificate Insurer.

Section 7.05. Actions by Trustee as Attorney-in-Fact. Any action, proceeding or suit which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners, whether or not the Trustee is a Owner, and the Trustee is hereby appointed (and the successive Owners, by taking and holding the Certificates executed and delivered hereunder, shall be conclusively deemed to have so appointed it) the true and lawful attorney-in-fact of the Owners for the purpose of bringing any such action, proceeding or suit and for the purpose of doing and performing any and all acts and things for and on behalf of the Owners as a class or classes as may be advisable or necessary in the opinion of the Trustee as such attorney-in-fact. The Trustee shall not take the Certificate Insurance Policy into account in determining whether the rights of the Owners of the Certificates are adversely affected by any actions taken or not taken pursuant to the terms of this Trust Agreement.

Section 7.06. Remedies Not Exclusive; Certificate Insurer's Right to control Remedies. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law. If any remedial action hereunder is discontinued or abandoned, the Trustee and the Owners shall be restored to their former positions.

The Certificate Insurer, so long as it has not failed to comply with its payment obligations under the Certificate Insurance Policy, shall have the right to direct the remedies upon any Event of Default hereunder but only if the amount available to be paid or drawn under the Certificate Insurance Policy equals the full amount of interest and principal with respect to the Certificates remaining unpaid to Owners; and in such circumstances, the prior consent of the Certificate Insurer, shall be required to any remedial action proposed to be taken by the Trustee hereunder. The Trustee shall immediately notify such Certificate Insurer, of any Event of Default of which the Trustee has actual knowledge.

The rights granted to the Certificate Insurer under the Trust Agreement or any other Related Document to request, consent to or direct any action are rights granted to the Certificate Insurer in consideration of its issuance of the Certificate Insurance Policy. Any exercise by the Certificate Insurer of such rights is merely an exercise of the Certificate Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Certificate Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Certificate Insurer.

Section 7.07. Limitation on Owners' Right to Sue. No Owner of any Certificate executed and delivered hereunder shall have the right to institute any suit, action or proceeding at law or equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an event of default as defined in Section 7.01 hereunder; (b) the Owners of at least a majority in aggregate principal amount of all the Certificates then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its

own name; (c) said Owners shall have tendered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such request and consent shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, consent, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any owner of Certificates of any remedy hereunder; it being understood and intended that no one or more owners of Certificates shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of the Trust Agreement shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

Section 7.08. Limited Liability of the Local Agencies. Except as expressly provided in the Agreements, the Local Agencies shall not have any obligation or liability to the Authority, the Trustee, the Owners or the Certificate Insurer, with respect to the Trust Agreement or the preparation, execution, delivery, transfer, exchange or cancellation of the Certificates or the receipt, deposit or disbursement of the principal and interest payable with respect to the Agreements by the Trustee, or with respect to the performance by the Trustee of any obligation contained herein required to be performed by it.

Notwithstanding anything to the contrary herein or in any Agreement, no Local Agency shall incur any obligation on account of any default, action or omission of any other Local Agency.

Section 7.09. Limited Liability of the Authority. Except as expressly provided herein, the Authority shall not have any obligation or liability to the Trustee, the Owners or the Certificate Insurer, with respect to the payment when due of the 2012 Installment Sale Payments by the Local Agencies, or with respect to the observance or performance by the Local Agencies of the other agreements, conditions, covenants and terms contained in the Agreements, or with respect to the performance by the Trustee of any obligation contained herein required to be performed by it. Notwithstanding anything to the contrary contained in the Certificates, the Trust Agreement or any other document related thereto, the Authority shall not have any liability hereunder or by reason hereof or in connection with any of the transactions contemplated hereby except to the extent payable from moneys received from or with respect to the Agreements and available thereof in accordance with the Trust Agreement.

ARTICLE VIII

DEFEASANCE

Section 8.01. Discharge of Certificates. (a) If the Local Agencies shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Certificates the interest, principal and prepayment premiums, if any, evidenced and represented thereby at the times and in the manner stipulated herein and therein, then the Owners of such Certificates shall cease to be entitled to the pledge of and charge and lien upon the Revenues as provided herein, and all agreements, covenants and other obligations of the Authority and the Local Agencies to the Owners of such Certificates hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction and the Trustee shall pay over or deliver to the Authority all money or securities held by it pursuant hereto which are not required for the payment of the interest and principal and prepayment premiums, if any, evidenced and represented by such Certificates.

(b) Any Outstanding Certificates shall prior to the maturity date or prepayment date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if (1) in case any of such Certificates are to be prepaid on any date prior to their respective Certificate Payment Dates, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with Section 2.03, (2) there shall have been deposited with the Trustee either (A) money in an amount which shall be sufficient or (B) Defeasance Obligations, in each case the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to pay when due the interest to become due with respect to such Certificates on and prior to the Certificate Payment Date or prepayment date thereof, as the case may be, and the principal and prepayment premiums, if any, evidenced and represented by such Certificates, and (2) in the event such Certificates are not by their terms subject to prepayment within the next succeeding sixty (60) days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Owners of such Certificates that the deposit required by clause (2) above has been made with the Trustee and that such Certificates are deemed to have been paid in accordance with this section and stating the Certificate Payment Date or prepayment date upon which money is to be available for the payment of the principal and prepayment premiums, if any, with respect to such Certificates. In addition, the Authority shall cause to be delivered (i) a report of an Independent Certified Public Account verifying the sufficiency of the escrow established to pay the Certificates in full on the maturity or prepayment date (“Verification”), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Certificate Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Certificates are no longer “Outstanding” under the Trust Agreement, and (iv) a certificate of discharge of the Trustee with respect to the Certificates; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Authority, Trustee and Certificate Insurer.

The Certificate Insurer shall be provided with final drafts of the above referenced documentation not less than five business days prior to the funding of the escrow. Certificates

shall be deemed “Outstanding” under the Trust Agreement unless and until they are in fact paid and retired or the above criteria are met.

No payment under the Certificate Insurance Policy shall be deemed a payment with respect to the Certificates under subsection (a) of this section, and if any payments with respect to the Certificates are made pursuant to the Certificate Insurance Policy, the Certificates shall remain Outstanding until paid in full by the Local Agencies.

Section 8.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Certificates which remains unclaimed for two (2) years after the date when such Certificates have become due and payable, either at their stated Certificate Payment Dates or by call for prepayment prior to such dates, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when such Certificates have become due and payable, shall be repaid by the Trustee to the Authority as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall not look to the Trustee for the payment of such Certificates. Any moneys held by the Trustee in trust for the payment and discharge of any Certificates shall not bear interest or be otherwise invested from and after such Certificate Payment Date or prepayment date.

ARTICLE IX

PROVISIONS RELATING TO THE CERTIFICATE INSURER

Section 9.01. Claims Upon the Certificate Insurance Policy and Payments by and to the Certificate Insurer.

(a) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“Payment Date”) there is not on deposit with the Trustee, after making all transfers and deposits required under the Trust Agreement, moneys sufficient to pay the principal and interest evidenced and represented by the Certificates due on such Payment Date, the Trustee shall give notice to the Certificate Insurer and to its designated agent (if any) (the “Insurer’s Fiscal Agent”) by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal and interest evidenced and represented by the Certificates due on such Payment Date, the Trustee shall make a claim under the Certificate Insurance Policy and give notice to the Certificate Insurer and the Certificate Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest evidenced and represented by the Certificates and the amount required to pay principal evidenced and represented by the Certificates, confirmed in writing to the Certificate Insurer and the Certificate Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Certificate Insurance Policy.

(b) The Trustee shall designate any portion of payment of principal evidenced and represented by the Certificates paid by the Certificate Insurer, whether by virtue of mandatory sinking fund prepayment, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Certificates registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Certificate to the Certificate Insurer, registered in the name of _____, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment or issue any replacement Certificate shall have no effect on the amount of principal or interest payable by the Authority on any Certificate or the subrogation rights of the Certificate Insurer.

(c) The Trustee shall keep a complete and accurate record of all funds deposited by the Certificate Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of the interest and principal evidenced and represented by any Certificate. The Certificate Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(d) Upon payment of a claim under the Certificate Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the “Policy Payments Account” and over which the Trustee shall

have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Certificate Insurance Policy in trust on behalf of Owners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners in the same manner as principal and interest payments are to be made with respect to the Certificates under the sections hereof regarding payment of Certificates. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

(e) Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the Certificate Insurer.

(f) The Certificate Insurer shall, to the extent it makes any payment of principal or interest evidenced and represented by the Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Certificate Insurance Policy. Each obligation of the Local Agency to the Certificate Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(g) The Certificate Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Trust Agreement or any other Related Document.

(h) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the Local Agency or rebate only after the payment of past due and current principal and interest represented by the Certificates and amounts required to restore the Reserve Fund to the Reserve Fund Requirement.

(i) The Certificate Insurer shall be entitled to pay principal or interest evidenced and represented by the Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Certificate Insurance Policy) and any amounts due on the Certificates as a result of acceleration of the maturity thereof in accordance with the Trust Agreement, whether or not the Certificate Insurer has received a Notice of Nonpayment (as such terms are defined in the Certificate Insurance Policy) or a claim upon the Certificate Insurance Policy.

Section 9.02. Notices to Certificate Insurer. The Certificate Insurer shall be provided with the following information by the Local Agency or Trustee, as the case may be:

(a) Annual audited financial statements within 150 days after the end of the Local Agency's fiscal year (together with a certification of the Local Agency that it is not aware of any default or Event of Default under the Trust Agreement), and the Local

Agency's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Certificate Insurer shall reasonably request from time to time;

(b) Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Fund Requirement and (ii) withdrawals in connection with a refunding of Certificates;

(c) Notice of any default known to the Trustee or Authority within five Business Days after knowledge thereof;

(d) Prior notice of the advance refunding or prepayment of any of the Certificates, including the principal amount, maturities and CUSIP numbers thereof;

(e) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(f) Notice of the commencement of any proceeding by or against the Local Agency commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(g) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal or interest evidenced and represented by the Certificates;

(h) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

(i) All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents.

Section 9.03. Consent of the Certificate Insurer. Any amendment, supplement, modification to, or waiver of, the Trust Agreement or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Owners or adversely affects the rights and interests of the Certificate Insurer shall be subject to the prior written consent of the Certificate Insurer.

ARTICLE X

MISCELLANEOUS

Section 10.01. Liability of Authority Limited to Revenues. The Certificates are limited obligations of the Authority and are payable, as to interest, principal and any premiums upon the prepayment of any thereof, solely from the Revenues as provided herein, and the Authority is not obligated to pay them except from the Revenues. All the Certificates are equally secured by a pledge of and charge and lien upon the Revenues, and the Revenues constitute a trust fund for the security and payment of the interest, principal and prepayment premiums, if any, with respect to the Certificates as provided herein. The Certificates are not a debt of the Authority, the Local Agencies, the State of California or any of its political subdivisions, and neither the Authority, the Local Agencies, said State nor any of its political subdivisions is liable thereon, nor in any event shall the Certificates be payable out of any funds or properties other than those of the Authority as provided herein. The Certificates do not constitute an indebtedness within the meaning of any constitutional or statutory limitation or restriction.

Section 10.02. Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Local Agencies, the Certificate Insurer, the Authority, the Trustee and the Owners any right, remedy or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of the Local Agencies or the Authority shall be for the sole and exclusive benefit of the Trustee, the Certificate Insurer, the Authority and the Owners.

Section 10.03. Successor Is Deemed Included In All References To Predecessor. Whenever either the Local Agencies, the Authority, or the Trustee or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Local Agencies, the Authority or the Trustee or such officer, and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Local Agencies, the Authority or the Trustee or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 10.04. Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The ownership of any Certificates and the amount, maturity, number and date of holding the same may be proved by the registration books relating to the Certificates at the office of the Trustee.

Any declaration, request or other instrument or writing of the Owner of any Certificate shall bind all future Owners of such Certificate with respect to anything done or suffered to be done by the Local Agencies, the Authority or the Trustee in good faith and in accordance therewith.

Section 10.05. Waiver of Personal Liability; No Liability of Authority Members.

No member, officer or employee of the Authority or any Local Agencies shall be individually or personally liable for the payment of the interest, principal or prepayment premiums, if any, with respect to the Certificates by reason of their execution and delivery, but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by any applicable provisions of law, the Agreements or hereby.

Notwithstanding anything to the contrary herein or in any other document, no entity that is a program participant of the Authority, its supervisors, councilmembers, trustees, officers, directors, employees, and agents, shall have any liability of any kind hereunder or by reason of or in connection with any of the transactions contemplated hereby, other than with respect to a program participant of the Authority in its capacity as a Local Agency hereunder.

Section 10.06. Acquisition of Certificates by Authority. All Certificates acquired by the Authority, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

Section 10.07. Destruction of Canceled Certificates. Whenever provision is made herein for the cancellation of any Certificates, the Trustee shall destroy such Certificates and furnish to the Authority a certificate of such destruction.

Section 10.08. Content of Certificates; Post-Issuance Legal Opinions. Every Certificate of the Authority or any Local Agency with respect to compliance with any agreement, condition, covenant or term contained herein shall include: (a) a statement that the person or persons executing such certificate have read such agreement, condition, covenant or term and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not the Local Agency or the Authority has complied with such agreement, condition, covenant or term; and (d) a statement as to whether, in the opinion of the signers, the Local Agency or the Authority has complied with such agreement, condition, covenant or term.

Any Certificate of the Authority or any Local Agency may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person or persons executing such certificate know that the Opinion of Counsel with respect to the matters upon which his or their certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters and information with respect to which is in the possession of the Local Agency or the Authority, upon a representation by an officer or officers of the Local Agency or the Authority unless the counsel executing such Opinion of Counsel knows that the

representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 10.09. Publication for Successive Weeks. Any publication required to be made hereunder for successive weeks in a Financial Newspaper may be made in each instance upon any Business Day of the first week and need not be made on the same Business Day of any succeeding week or in the same Financial Newspaper for any subsequent publication, but may be made on different Business Days or in different Financial Newspapers, as the case may be.

Section 10.10. Accounts and Funds; Business Days. Any account or fund required herein to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with the Tax Certificates and sound accounting practice and with due regard for the protection of the security of the Certificates and the rights of the Owners. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

Section 10.11. Article and Section Headings and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.12. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Local Agencies, the Authority or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the Certificates, and the Owners and the Certificate Insurer, shall retain all the benefit, protection and security afforded to them under the Act or any other applicable provisions of law. The Local Agencies, the Authority and the Trustee hereby declare that they would have executed and delivered the Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Certificates pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.13. Execution in Several Counterparts. This Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Local Agencies,

the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 10.14. Certificate Insurer Deemed Owner. For the purposes of (i) the giving of consents to amendments to this Trust Agreement pursuant to Section 6.01 hereof, (ii) the giving of any other consent of the Owners hereunder, and (iii) the control and direction of all rights and remedies upon the occurrence of an Event of Default, the Certificate Insurer, shall be deemed to be the sole Owner of the Certificates for so long as it has not failed to comply with its payment obligations under the Certificate Insurance Policy; provided, however, that, notwithstanding the foregoing, the Certificate Insurer shall not be deemed to be the Owner of the Certificates for any consent to an amendment to this Trust Agreement that (1) extends the Certificate Payment Date of any Certificate or reduces the rate of interest represented thereby or extends the time of payment of such interest or reduces the amount of principal represented thereby, (2) reduces the percentage of Owners whose consent is required for the execution of any amendment hereof or supplement hereto, or (3) amends Section 6.01 hereof.

Section 10.15. Notices. Except as otherwise provided herein, for the purposes hereof, any notice, consent, request, requisition, direction, certificate or demand or other communication may be served or presented, and such notice or demand may be made and shall be deemed to have been sufficiently given or served for all purposes by being deposited, first-class postage prepaid, in a post office letter box, addressed, as the case may be, to the parties as follows:

- | | |
|--------------------------------|--|
| If to the Authority: | California Statewide Communities Development
Authority
1100 K Street, Suite 101
Sacramento, California 95814
Attention: Secretary |
| If to the Trustee: | Wells Fargo Bank, National Association
707 Wilshire Boulevard, 17th Floor
Los Angeles, California 90017
Attention: Corporate Trust Department |
| If to the Local Agencies: | To the individual addressees as set forth in Exhibit A
to the Purchase Agreement |
| If to the Certificate Insurer: | |

In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

If to the Purchaser:

E. J. De La Rosa & Co., Inc.
101 Montgomery Street, Suite 2150
San Francisco, CA 94104
Attention: John Kim

Any such communication may also be sent by telecopy at the telecopy numbers given above. Any party may change its address by notice to each other party.

IN WITNESS WHEREOF, the Authority and the Local Agency named in Schedule I hereto have caused this Trust Agreement to be signed in its names by such person as has been designated by its governing board, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

By: _____
Member of the Commission
of the Authority

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

IN WITNESS WHEREOF, the Authority and each Local Agency named in Schedule I hereto have caused this Trust Agreement to be signed in its name by such person as has been designated by its governing board, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

[PARTICIPANT]

By: _____
Authorized Local Agency Representative

[PARTICIPANT]

By: _____
Authorized Local Agency Representative

[PARTICIPANT]

By: _____
Authorized Local Agency Representative

[PARTICIPANT]

By: _____
Authorized Local Agency Representative

EXHIBIT A

FORM OF CERTIFICATE

No. _____

\$ _____

**CALIFORNIA COMMUNITIES
GAS TAX REVENUE CERTIFICATES OF PARTICIPATION,
SERIES 2012__ (T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)**

Interest Rate	Certificate Payment Date	Dated as of	CUSIP No.
%	June 1, ____	_____, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM:

THIS IS TO CERTIFY that the registered owner named above, as the registered owner of this California Communities Gas Tax Revenue Certificate of Participation, Series 2012__ (T.R.I.P. – Total Road Improvement Program) (the “Certificates”), is the owner of a proportionate undivided interest in the rights to receive certain 2012 Installment Sale Payments (as that term is defined in the Trust Agreement hereinafter mentioned) under and pursuant to certain Installment Sale Agreements (the “Agreements”) by and between various Local Agencies named therein (the “Local Agencies”), each a duly organized and existing political subdivision of the State of California, and the California Statewide Communities Development Authority (the “Authority”), a joint powers authority duly organized and existing under and by virtue of the laws of the State of California, all of which rights to receive such 2012 Installment Sale Payments having been assigned without recourse by the Authority to Wells Fargo Bank, National Association, as trustee (the “Trustee”), a trust company duly organized and existing under and by virtue of the laws of the United States and having a Principal Corporate Trust Office in Los Angeles, California.

The registered owner of this Certificate is entitled to receive, subject to the terms of the Agreements on the certificate payment date set forth above (the “Certificate Payment Date”), upon surrender of this Certificate on the Certificate Payment Date at the Principal Corporate Trust Office of the Trustee, the principal sum specified above representing the registered owner’s fractional undivided share of the 2012 Installment Sale Payments designated as principal components coming due on the Certificate Payment Date, and on each June 1 and December 1, commencing ____ 1, 20__ (each an “Interest Payment Date”). The Certificates shall evidence and represent interest from the Interest Payment Date next preceding the date of registration thereof, unless such date of registration is an Interest Payment Date, in which event they shall evidence and represent interest from such date, or unless such date of registration is prior to the first Interest Payment Date, in which event they shall evidence and represent interest

from ____ 1, 20__; provided, however, that if at the time of registration of any Certificate interest is then in default on the Outstanding Certificates, such Certificate shall evidence and represent interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Certificates. Payment of interest evidenced and represented by the Certificates due on or before the maturity or prior prepayment thereof shall be made to the person whose name appears in the Certificates registration records maintained by the Trustee pursuant to the Trust Agreement as the registered owner thereof as of the close of business on the Record Date preceding each Interest Payment Date, whether or not such day is a Business Day, such interest to be paid by check mailed on such Interest Payment Date (or the next Business Day if such Interest Payment Date is not a Business Day) to such registered owner at the address as it appears in such books or at such other address as may have been filed with the Trustee for that purpose. The Owner of \$1,000,000 or more in aggregate principal amount evidenced by the Certificates may request in writing that the Trustee pay the interest evidenced by such Certificates by wire transfer and the Trustee shall comply with such request for all Interest Payment Dates following the fifteenth (15th) day after receipt of such request until such request is rescinded. All such amounts are payable in lawful money of the United States of America.

This Certificate is one of the duly authorized Certificates of the series set forth above, which have been executed by the Trustee pursuant to the terms of a Trust Agreement (together with any supplements or amendments thereto, the "Trust Agreement") by and between the Trustee, the Local Agencies and the Authority, dated as of ____ 1, 2012. Copies of the Trust Agreement are on file at the Principal Corporate Trust Office of the Trustee, and reference is hereby made to the Trust Agreement and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Certificates, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered owners of the Certificates with respect thereto and for the other agreements, conditions, covenants and terms upon which the Certificates are executed and delivered thereunder, to which agreements, conditions, covenants and terms the owner hereof, by acceptance hereof, hereby consents.

To the extent and in the manner permitted by the terms of the Trust Agreement and the Agreements, the provisions of the Trust Agreement may be amended or supplemented by the parties thereto.

This Certificate is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the Principal Corporate Trust Office of the Trustee but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender of this Certificate for cancellation accompanied by delivery of a duly executed written instrument of transfer in the form appearing hereon. Upon such transfer, a new Certificate or Certificates of the same series and Certificate Payment Date representing the same principal amount will be executed and delivered to the transferee in exchange herefor. The Certificates are exchangeable at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Certificates of authorized denominations of the same series and Certificate Payment Date, in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement.

The Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Certificate shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal represented by this Certificate shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability represented by this Certificate to the extent of the sum or sums so paid.

The Certificates are authorized to be executed and delivered in the form of fully registered Certificates in denominations of five thousand dollars (\$5,000) each or any integral multiple thereof so long as no Certificate shall represent principal becoming payable on more than one Certificate Payment Date.

The Certificates are subject to optional and mandatory prepayment prior to their respective Certificate Payment Dates, as provided in the Trust Agreement.

The Certificates each evidence and represent a fractional undivided interest in the 2012 Installment Sale Payments in an amount equal to the aggregate principal amount of Certificates originally executed and delivered by the Trustee pursuant to the Trust Agreement and enjoy the benefits of a security interest in the moneys held in the funds established pursuant to the Trust Agreement, subject to the provisions of the Trust Agreement permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein. The obligations of the Local Agencies to make the 2012 Installment Sale Payments are special obligations of the Local Agencies payable [solely from Motor Vehicle Fuel Tax Revenues (as defined in the Agreements)], and do not constitute debts of the Local Agencies or of the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

The Trustee has no obligation or liability to the Certificate owners for the payment of the interest or principal represented by the Certificates, but rather the Trustee's sole obligations are to administer, for the benefit of the Local Agencies and the Authority and the Certificate owners, the various funds established under the Trust Agreement and the Agreements. The Authority has no obligation or liability whatsoever to the Certificate owners.

The Owner hereby has a proportionate undivided ownership interest in the 2012 Installment Sale Payments payable pursuant to the Agreements, as set forth in Schedule I to the Trust Agreement.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Trustee or its agent for the registration of transfer, exchange, or payment, and any certificate executed and delivered is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein

The Authority has certified to the Trustee that all acts, conditions and things required by the statutes of the State of California and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the Trustee is duly authorized to execute and deliver this Certificate. This is to further certify that the amount of this Certificate, together with all other Certificates executed and delivered under the Trust Agreement, is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

IN WITNESS WHEREOF, this Certificate has been dated as of the date set forth above and has been executed by the manual signature of an authorized signatory of the Trustee.

Date of Execution: _____, 2012

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Trustee

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

For value received, the undersigned do(es) hereby sell, assign and transfer unto _____, whose address is _____ and whose social security or Taxpayer Identification No. is _____, the within Certificate and do(es) hereby irrevocably constitute and appoint _____ attorney to transfer such Certificate on the Certificate register of the Trustee, with full power of substitution in the premises.

Dated: _____

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

Signature must be guaranteed by an eligible guarantor institution.

STATEMENT OF INSURANCE

_____, has delivered its financial guaranty insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Certificate to Wells Fargo Bank, National Association, Los Angeles, California, or its successor, as paying agent for the Certificates (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from _____ or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Certificate acknowledges and consents to the subrogation rights of _____ as more fully set forth in the Policy.

EXHIBIT B

**FORM REQUISITION FROM PROCEEDS SUBACCOUNT
OF THE ACQUISITION FUND**

To: Wells Fargo Bank, National Association, as Trustee

From: [Participant]

Dated Date: Series 2012__; _____

Re: California Communities T.R.I.P. – Total Road Improvement Program (the “Program”)

Requisition No. ____

The undersigned, on behalf of the [Participant] (the “Local Agency”), acting as agent of the Authority pursuant to the Agreement, hereby requests payment, from the Proceeds Subaccount established for the Local Agency pursuant to the Program, the amount of \$_____ [by wire/check/ACH (circle one)] for purposes for which the Local Agency is authorized to expend moneys. If the payment is by wire or ACH, please fill in the following information:

Name, Address and Phone Number of Bank:

ABA#: _____

Account No.: _____

The undersigned hereby certifies as follows:

The amount requisitioned hereby is for a Project Cost incurred in connection with its Project, is properly chargeable to the Proceeds Subaccount and has not been the subject of any previous requisition. The name and address of the person or persons to whom said amounts are to be disbursed and the amounts to be disbursed are as follows:

2. As of the date hereof, no event has occurred and is continuing which constitutes an Event of Default under the Agreement would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

3. The information contained herein is true and correct as of the date of this Requisition.

4. Capitalized terms will herein have the meanings assigned to such terms in the Trust Agreement, dated as of _____ 1, 2012, among the California Statewide Communities Development Authority, Wells Fargo Bank, National Association and the Local Agencies named therein.

Authorized Local Agency
Representative

SCHEDULE I
PARTICIPATING LOCAL AGENCY

<u>Local Agency</u>	<u>Principal Amount</u>
Total Principal Amount	<u>\$</u>

SCHEDULE II

**INITIAL DEPOSIT TO PROCEEDS SUBACCOUNT
ATTRIBUTABLE TO EACH LOCAL AGENCY**

<u>Local Agency</u>	<u>Amount Deposited in the Proceeds Subaccount</u>
Total Proceeds	<hr/> \$ <hr/>

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NEW ISSUE – BOOK-ENTRY ONLY

INSURED RATING: Standard & Poor's: “___”
 UNDERLYING RATING: Standard & Poor's: “___”
 (See “RATINGS.”)

In the opinion of Orrick, Herrington & Sutcliffe LLP, Special Counsel to the Local Agencies, based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, the interest on the Installment Sale Payments paid by the Local Agency under the 2012 Installment Sale Agreement and received by the owners of the Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Special Counsel, such interest is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Special Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Special Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of the interest on the Installment Sale Payments. See “TAX MATTERS.”

**[\$[PRINCIPAL AMOUNT]*
 CALIFORNIA COMMUNITIES
 GAS TAX REVENUE CERTIFICATES OF PARTICIPATION
 SERIES 2012__
 (T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)
 Evidencing Proportionate and Undivided Interest of the Owners Thereof
 in Installment Sale Payments to be Made by
 Participating Local Agencies
 Pursuant to Certain 2012 Installment Sale Agreements**

Dated: Date of Delivery

Due: June 1, as shown on inside cover

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THE CERTIFICATES. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The California Communities Gas Tax Revenue Certificates of Participation, Series 2012__ (T.R.I.P. – Total Road Improvement Program) (the “Certificates”), are being executed and delivered in the aggregate principal amount of \$[PRINCIPAL AMOUNT]* by Wells Fargo Bank, National Association, as trustee (the “Trustee”), pursuant to the provisions of a Trust Agreement, dated as of [MONTH] 1, 2012 (the “Trust Agreement”), by and among the California Statewide Communities Development Authority (the “Authority”), the Trustee, and the local agencies named therein (each, a “Local Agency” and, collectively, the “Local Agencies”). Capitalized terms used on this cover page and not otherwise defined shall have the meanings ascribed to them elsewhere in this Official Statement. See in particular “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Definitions.”

The proceeds from the sale of the Certificates will be used to (i) finance the design, acquisition, and construction of certain local roadway improvements and street resurfacing projects within the jurisdiction of each Local Agency, as applicable (each, a “Project” and, collectively, the “Projects”), (ii) fund a reserve fund for the Certificates, and (iii) pay the costs incurred in connection with the execution, sale, and delivery of the Certificates. The Project will be sold by the Authority to the applicable Local Agency pursuant to a 2012 Installment Sale Agreement, each dated as of [MONTH] 1, 2012 (each, an “2012 Installment Sale Agreement” and, collectively, the “2012 Installment Sale Agreements”), by and between the Authority and the Local Agency. See “ESTIMATED SOURCES AND USES OF CERTIFICATE PROCEEDS,” “THE LOCAL AGENCIES AND THE PROJECTS,” and “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Reserve Fund.”

Each Local Agency is required under its 2012 Installment Sale Agreement to make installment sale payments (collectively, the “Installment Sale Payments”) to the Authority, which Installment Sale Payments are payable from (1) a first lien on all Gas Tax Revenues (as defined herein), generally consisting of certain amounts received by the applicable Local Agency from taxes imposed on the sale of motor vehicle fuels, and (2) a first lien on all Measure A Revenues (as defined herein), generally consisting of certain amounts received by the applicable Local Agency from a 0.5% sales tax that will be collected in the County of Riverside, California, for a thirty-year period ending on June 30, 2039. Installment Sale Payments are scheduled in an amount sufficient to pay, when due, the annual principal and interest with respect to the Certificates. See “SECURITY AND SOURCE OF PAYMENT FOR THE CERTIFICATES,” “GAS TAX REVENUES,” and “MEASURE A REVENUES.” The Gas Tax Revenues and the Measure A Revenues are the sole source of payment of the Installment Sale Payments. Neither

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

the general fund of any Local Agency nor any other moneys of any Local Agency are available to pay or secure the Installment Sale Payments or the Certificates. **The obligation of each Local Agency to pay its Installment Sale Payments is not subject to abatement.**

The Certificates will be executed and delivered in fully registered form without coupons and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Certificates. Individual purchases of Certificates may be made in book-entry form only, in the principal amount of \$5,000 or integral multiples thereof for each maturity. Purchasers will not receive certificates representing their interest in the Certificates purchased. See “THE CERTIFICATES – Book-Entry Only System.”

Payments of principal and interest with respect to the Certificates will be made by the Trustee to DTC, which will in turn remit such principal and interest to its participants for subsequent dispersal to beneficial owners of the Certificates as described herein. Interest with respect to the Certificates is payable semiannually each June 1 and December 1, commencing [June/December] 1, 2012, until the maturity or the earlier prepayment thereof. Principal with respect to each Certificate will be paid on each June 1, commencing June 1, 20__, upon surrender of such Certificate at the principal corporate office of the Trustee upon maturity or the earlier prepayment thereof.

The Certificates are subject to optional, mandatory, and mandatory sinking fund prepayment prior to their stated principal payment dates as described herein.

The scheduled payment of principal and interest with respect to the Certificates when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Certificates by _____.

[CERTIFICATE INSURER LOGO]

THE OBLIGATION OF EACH LOCAL AGENCY TO MAKE INSTALLMENT SALE PAYMENTS UNDER ITS 2012 INSTALLMENT SALE AGREEMENT IS A SPECIAL OBLIGATION OF SUCH LOCAL AGENCY PAYABLE SOLELY FROM GAS TAX REVENUES AND MEASURE A REVENUES AND DOES NOT CONSTITUTE A DEBT OF SUCH LOCAL AGENCY, ANY OTHER LOCAL AGENCY, THE AUTHORITY, THE STATE OF CALIFORNIA (THE “STATE”), OR ANY POLITICAL SUBDIVISION OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE LOCAL AGENCY, ANY OTHER LOCAL AGENCY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE LOCAL AGENCY, ANY OTHER LOCAL AGENCY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

[See Maturity Schedule on Inside Cover]

The Certificates are offered when, as, and if executed and delivered to and received by the Underwriter, subject to the approval of legality by Orrick Herrington & Sutcliffe LLP, Los Angeles, California, Special Counsel to the Local Agencies. Certain legal matters will be passed upon for the Authority by Orrick Herrington & Sutcliffe LLP, Los Angeles, California, for the City of [CITY X] by _____, [City], California, for the City of [CITY Y] by _____, [City], California, for the City of Moreno Valley by _____, _____, California, and for the Underwriter by Goodwin Procter LLP, Los Angeles, California, as Underwriter’s Counsel. It is anticipated that the Certificates in book-entry form will be available for delivery to DTC in New York, New York, on or about _____, 2012.



Dated: _____, 2012.

MATURITY SCHEDULE

<u>Maturity Date (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP⁽¹⁾No.</u>	<u>Maturity Date (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP⁽¹⁾No.</u>
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\$ _____ % Term Certificates due June 1, 20__ Yield: _____%; Price: _____%; CUSIP⁽¹⁾No. _____
 \$ _____ % Term Certificates due June 1, 20__ Yield: _____%; Price: _____% CUSIP⁽¹⁾No. _____

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CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

PARTICIPATING LOCAL AGENCIES

City of [CITY X], California

_____, *Mayor*
_____, *Mayor Pro Tem*
_____, *Councilmember*
_____, *Councilmember*
_____, *Councilmember*

_____, *City Administrator*
_____, *City Attorney*
_____, *Director of Finance*

City of [CITY Y], California

_____, *Mayor*
_____, *Mayor Pro Tem*
_____, *Councilmember*
_____, *Councilmember*
_____, *Councilmember*

_____, *City Administrator*
_____, *City Attorney*
_____, *Director of Finance*

City of Moreno Valley, California

_____, *Mayor*
_____, *Mayor Pro Tem*
_____, *Councilmember*
_____, *Councilmember*
_____, *Councilmember*

_____, *City Administrator*
_____, *City Attorney*
_____, *Director of Finance*

PROFESSIONAL SERVICES

Special Counsel

Orrick, Herrington & Sutcliffe LLP
Los Angeles, California

Underwriter's Counsel

Goodwin Procter LLP
Los Angeles, California

Trustee

Wells Fargo Bank, National Association
Los Angeles, California

Financial Advisor

Urban Futures Inc.
Orange, California

No dealer, broker, salesperson, or other person has been authorized by any Local Agency, the Authority, or E. J. De La Rosa & Co., Inc. (the “Underwriter”), to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Certificates, nor shall there be any sale of the Certificates, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale.

This Official Statement is not to be construed to be a contract with the purchasers of the Certificates. Statements contained in this Official Statement that involve estimates, forecasts, or matters of opinion, whether or not expressly described as such herein, are intended solely as such and are not to be construed as representations of fact.

The information set forth in this Official Statement has been obtained from each Local Agency, the Authority, and other sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness and it is not to be construed as a representation by any such Local Agency or the Authority. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of any Local Agency or the Authority since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement is submitted in connection with the sale of the Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

THE CERTIFICATES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE CERTIFICATES HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE UNDERWRITER MAY OFFER AND SELL THE CERTIFICATES TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

[ADD CERTIFICATE INSURER’S STATEMENT.]

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OFFICIAL STATEMENT
[\$[PRINCIPAL AMOUNT]]*
CALIFORNIA COMMUNITIES
GAS TAX REVENUE CERTIFICATES OF PARTICIPATION
SERIES 2012__
(T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)
Evidencing Proportionate and Undivided Interest of the Owners Thereof
in Installment Sale Payments to be Made by
Participating Local Agencies
Pursuant to Certain 2012 Installment Sale Agreements

INTRODUCTION

This Official Statement, which includes the cover page, inside cover page, Table of Contents, and Appendices (the “Official Statement”), provides certain information concerning the execution and delivery of the California Communities Gas Tax Revenue Certificates of Participation, Series 2012__ (T.R.I.P. – Total Road Improvement Program) (the “Certificates”), in an aggregate principal amount of [\$[PRINCIPAL AMOUNT]]*. Descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each such document for complete details of all terms and conditions therein. All statements in this Official Statement are qualified in their entirety by reference to the applicable documents.

This Introduction is subject in all respects to the more complete information contained elsewhere in this Official Statement, and the offering of the Certificates to potential investors is made only by means of the entire Official Statement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Definitions.”

Description of the Certificates

The Certificates will be dated the date of their initial delivery and will mature on the dates and in the principal amounts set forth on the cover page hereof. The Certificates will be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, which will act as securities depository for the Certificates.

The Certificates evidence proportionate and undivided interests of the registered owners thereof (the “Owners”) in installment sale payments (the “Installment Sale Payments”) to be made by each Local Agency (as defined herein) to the California Statewide Communities Development Authority (the “Authority”), as the purchase price for certain local roadway improvements and street resurfacing projects throughout the geographic boundaries of each Local Agency (each, a “Project” and, collectively, the “Projects”) pursuant certain 2012 Installment Sale Agreements, each dated as of [MONTH] 1, 2012 (each, an “2012 Installment Sale Agreement” and, collectively, the “2012 Installment Sale Agreements”), each by and between the Authority and the applicable Local Agency. The Local Agencies consist of the City of [CITY X], California (the “City of [CITY X]”), the City of [CITY Y], California (the “City of [CITY Y]”), and the City of Moreno Valley, California (the “City of Moreno Valley”). The City of [CITY X], the City of [CITY Y], and the City of Moreno Valley are each defined herein as a “Local Agency” and collectively defined herein as the “Local Agencies.” See “THE CERTIFICATES,” “SECURITY AND

* Preliminary; subject to change.

SOURCES OF PAYMENT FOR THE CERTIFICATES,” and “THE LOCAL AGENCIES AND THE PROJECTS.”

Authorization

The Certificates are being executed and delivered by Wells Fargo Bank, National Association, as trustee (the “Trustee”), pursuant to (i) a Trust Agreement, dated as of [MONTH] 1, 2012 (the “Trust Agreement”), by and among the Authority, the Trustee, and the Local Agency, and (ii) a resolution adopted by the Authority on _____, 2012, and resolutions adopted by the City of [CITY X] on _____, 2012, by the City of [CITY Y] on _____, 2012, and by the City of Moreno Valley on _____, 2012 (collectively, the “Resolutions”). See “THE CERTIFICATES – Authorization” and Registration of Certificates” and “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS.”

Judicial Validations

City of Moreno Valley Validation. The City of Moreno Valley filed a complaint in the Superior Court of the State of California for the County of Riverside (the “Riverside County Superior Court”) pursuant to California Government Code Section 53510 *et seq.* and California Code of Civil Procedure Section 860 *et seq.* (collectively, the “Validation Law”) seeking to validate certain issues raised by the proposed execution and delivery of the Certificates. The City of Moreno Valley filed its complaint on _____, 2012. There was no answering party in the action and, on _____, 2012, the City of Moreno Valley obtained a judgment in its favor that enjoins the institution of any action or proceeding raising any issue as to which such judgment is binding and conclusive. An appeal of such judgment may only be filed with the Riverside County Superior Court within 30 days after the entry of such judgment and, since there was no answering party in the action, only issues related to the jurisdiction of the Riverside County Superior Court to enter a judgment in the action may be raised during such period. The appeal period expired for such action on _____, 2012.

City of [CITY X] Validation. The City of [CITY X] filed a complaint in the Superior Court of the State of California for the County of _____ (the “_____ County Superior Court”) pursuant to the Validation Law seeking to validate certain issues raised by the proposed execution and delivery of the Certificates. The City of [CITY X] filed its complaint on _____, 2012. There was no answering party in the action and, on _____, 2012, the City of [CITY X] obtained a judgment in its favor that enjoins the institution of any action or proceeding raising any issue as to which such judgment is binding and conclusive. An appeal of such judgment may only be filed with the _____ County Superior Court within 30 days after the entry of such judgment and, since there was no answering party in the action, only issues related to the jurisdiction of the _____ County Superior Court to enter a judgment in the action may be raised during such period. The appeal period expired for such action on _____, 2012.

City of [CITY Y] Validation. The City of [CITY Y] filed a complaint in the Riverside County Superior Court pursuant to the Validation Law seeking to validate certain issues raised by the proposed execution and delivery of the Certificates. The City of [CITY Y] filed its complaint on _____, 2012. There was no answering party in the action and, on _____, 2012, the City of [CITY Y] obtained a judgment in its favor that enjoins the institution of any action or proceeding raising any issue as to which such judgment is binding and conclusive. An appeal of such judgment may only be filed with the Riverside County Superior Court within 30 days after the entry of such judgment and, since there was no answering party in the action, only issues related to the jurisdiction of the Riverside County Superior Court to enter a judgment in the action may be raised during such period. The appeal period expired for such action on _____, 2012.

Use of Certificate Proceeds

The proceeds from the sale of the Certificates will be used to (i) finance the design, acquisition, and construction of the Projects, (ii) fund a reserve fund for the Certificates (the “Reserve Fund”), and (iii) pay the costs incurred in connection with the execution, sale, and delivery of the Certificates. See “ESTIMATED SOURCES AND USES OF CERTIFICATE PROCEEDS,” “THE LOCAL AGENCIES AND THE PROJECTS,” and “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Reserve Fund.”

Payment of Principal and Interest

Interest with respect to the Certificates is payable semiannually on June 1 and December 1, commencing [June/December] 1, 2012 (each, an “Interest Payment Date”), and is payable by check mailed by first class mail on the date such interest is due to the Owner at his address as it appears on the registration books maintained by the Trustee; provided, however, that an Owner of \$1,000,000 or more in aggregate principal amount evidenced by the Certificates may request in writing that the Trustee pay the interest evidenced by such Certificates by wire transfer and the Trustee shall comply with such request for all Interest Payment Dates following the 15th day after receipt of such request until such request is rescinded. Principal with respect to each Certificate will be payable on June 1 of each year, commencing June 1, 20__ (each, a “Certificate Payment Date”), upon surrender of such Certificate at the principal corporate trust office of the Trustee in Los Angeles, California, upon the maturity or earlier prepayment thereof. See “THE CERTIFICATES.”

Prepayment of Certificates

The Certificates are subject to optional, mandatory, and mandatory sinking fund prepayment under certain circumstances as described herein. See “THE CERTIFICATES – Prepayment of Certificates.”

Security and Sources of Payment for the Certificates

Installment Sale Payments. Pursuant to the 2012 Installment Sale Agreements, each Local Agency is required to pay to the Trustee, from a first lien on the applicable Gas Tax Revenues and Measure A Revenues, the Installment Sale Payments attributable to such Local Agency, which Installment Sale Payments, when added to the Installment Sale Payments received from the other Local Agencies, are designed to be sufficient, in both time and amount, to pay, when due, the principal and interest evidenced and represented by the Certificates. The term “Gas Tax Revenues” is defined in each 2012 Installment Sale Agreement as “Revenues” and means all amounts received by the applicable Local Agency from the State of California (the “State”) in accordance with Streets and Highways Code Sections 2103, 2104(d), (e), and (f), 2105, 2106, and 2107, as such provisions may be amended, and all other revenues (except revenues received by the Local Agency in accordance with Streets and Highways Code Section 2107.5), if any, received by the Local Agency from taxes imposed on the purchase of motor vehicle fuels and any payments, subventions, or reimbursements received by the Local Agency from the State in lieu of such revenues. The term “Measure A Revenues” is defined in each 2012 Installment Sale Agreement as revenues allocated to the applicable Local Agency from retail transactions and use tax (Measure A funds) imposed in the County of Riverside, California (the “County”), pursuant to the Riverside County Transportation Sales Tax Act, Division 25 (Section 240000 et seq.) of the Public Utilities Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented (the “Measure A Sales Tax Act”), and Ordinance No. 02-001, the Transportation Expenditure Plan and Retail Transaction and Use Tax Ordinance, adopted by the Riverside County Transportation Commission on May 8, 2002, and approved by at least two-thirds of electors voting on such proposition in the November 5, 2002 election, as supplemented and amended (“Ordinance

No. 02-001”). Pursuant to the Trust Agreement, the Authority will assign to the Trustee all of the Authority’s rights and remedies under the 2012 Installment Sale Agreements, including, but not limited to, the Authority’s security interest in and lien upon the Gas Tax Revenues and Measure A Revenues. See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES,” “GAS TAX REVENUES,” “MEASURE A REVENUES,” and “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS.”

Reserve Fund and Reserve Subaccounts. Pursuant to the Trust Agreement, the Trustee is required to maintain amounts on deposit in the applicable Reserve Subaccount of the Reserve Fund for each Local Agency, which amounts are held by the Trustee and pledged to the payment of principal and interest with respect to the Certificates, in amounts equal to each such Local Agency’s Reserve Fund Requirement (as defined herein) for such Reserve Subaccount. See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Reserve Fund” and “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Trust Agreement.”

Certificate Insurance Policy. Concurrently with the execution and delivery of the Certificates, _____ (the “Certificate Insurer”) will issue its Municipal Bond Insurance Policy for the Certificates (the “Certificate Insurance Policy”). The Certificate Insurance Policy guarantees the scheduled payment of principal and interest with respect to the Certificates when due as set forth in the form of the Certificate Insurance Policy included as Appendix E to this Official Statement. See “CERTIFICATE INSURANCE POLICY.”

Special, Limited Obligation of the Local Agencies

THE OBLIGATION OF EACH LOCAL AGENCY TO MAKE INSTALLMENT SALE PAYMENTS UNDER ITS 2012 INSTALLMENT SALE AGREEMENT IS A SPECIAL OBLIGATION OF SUCH LOCAL AGENCY PAYABLE SOLELY FROM GAS TAX REVENUES AND MEASURE A REVENUES AND DOES NOT CONSTITUTE A DEBT OF SUCH LOCAL AGENCY, ANY OTHER LOCAL AGENCY, THE AUTHORITY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE LOCAL AGENCY, ANY OTHER LOCAL AGENCY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE LOCAL AGENCY, ANY OTHER LOCAL AGENCY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

Continuing Disclosure

In connection with the execution and delivery of the Certificates, each Local Agency will covenant in a separate continuing disclosure agreement (collectively, the “Continuing Disclosure Agreements”), executed for the benefit of Owners, to provide certain financial information and operating data and notices of certain events, if material. See “CONTINUING DISCLOSURE” and “APPENDIX D – FORM OF LOCAL AGENCY CONTINUING DISCLOSURE AGREEMENT.”

Forward-Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “intend,” “expect,” “propose,” “estimate,” “project,”

“budget,” “anticipate,” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties, and other factors that may cause the actual results, performance, or achievements described to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. No updates or revisions to these forward-looking statements are expected to be issued if or when the expectations, events, conditions, or circumstances on which such statements are based change. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such forward-looking statements. **READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON SUCH FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF.**

References Qualified

The summaries of and references to all documents, statutes, reports, and other instruments referred to in this Official Statement do not purport to be complete, comprehensive, or definitive, and each such summary and reference is qualified in its entirety by reference to each such document, statute, report, or instrument.

ESTIMATED SOURCES AND USES OF CERTIFICATE PROCEEDS

The following table details the estimated sources and uses of Certificate proceeds.

Estimated Sources:

Principal Amount of Certificates	\$
[Less/Plus]: Net Original Issue [Discount/Premium]	
Less: Underwriter’s Discount	
Total Sources	\$

Estimated Uses:

Transfer to Certificate Insurer ⁽¹⁾	\$
Deposit into the Reserve Subaccounts of the Reserve Fund ⁽²⁾	
Deposit into the Costs of Issuance Fund ⁽³⁾	
Deposit into the Proceeds Subaccounts of the Acquisition Fund ⁽⁴⁾	
Total Uses	\$

⁽¹⁾ Represents the premium for the Certificate Insurance Policy.

⁽²⁾ Represents the Reserve Fund Requirement of \$_____ for the Reserve Subaccount for the City of [CITY X], \$_____ for the Reserve Subaccount for the City of [CITY Y], and \$_____ for the Reserve Subaccount for the City of Moreno Valley.

⁽³⁾ Moneys in the Costs of Issuance Fund are expected to be used to pay the fees and expenses of Special Counsel, Underwriter’s Counsel, the Trustee, the Financial Advisor, and the applicable rating agency, as well as printing and other miscellaneous costs.

⁽⁴⁾ Within the Acquisition Fund, \$_____ will be deposited into the Proceeds Subaccount for the City of [CITY X], \$_____ will be deposited into the Proceeds Subaccount for the City of [CITY Y], and \$_____ will be deposited into the Proceeds Subaccount for the City of Moreno Valley, to be applied to the acquisition and construction of the applicable Project. See “THE LOCAL AGENCIES AND THE PROJECTS.”

THE CERTIFICATES

Authorization and Registration of Certificates

The Certificates are being executed and delivered by the Trustee pursuant to the Trust Agreement and the Resolutions. The Certificates will be dated the date of their initial delivery and will mature on the dates and in the principal amounts set forth on the cover page hereof. The Certificates will be initially

registered in the name of Cede & Co., as nominee for The Depository Trust Company, which will act as securities depository for the Certificates. See “THE CERTIFICATES – Book-Entry Only System” and “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Trust Agreement.”

Judicial Validation of Certificates

City of Moreno Valley Validation. The City of Moreno Valley filed a complaint in the Riverside County Superior Court pursuant to the Validation Law seeking to validate certain issues raised by the proposed execution and delivery of the Certificates. The City of Moreno Valley filed its complaint on _____, 2012. There was no answering party in the action and, on _____, 2012, the City of Moreno Valley obtained a judgment in its favor that enjoins the institution of any action or proceeding raising any issue as to which such judgment is binding and conclusive. An appeal of such judgment may only be filed with the Riverside County Superior Court within 30 days after the entry of such judgment and, since there was no answering party in the action, only issues related to the jurisdiction of the Riverside County Superior Court to enter a judgment in the action may be raised during such period. The appeal period expired for such action on _____, 2012.

City of [CITY X] Validation. The City of [CITY X] filed a complaint in the _____ County Superior Court pursuant to the Validation Law seeking to validate certain issues raised by the proposed execution and delivery of the Certificates. The City of [CITY X] filed its complaint on _____, 2012. There was no answering party in the action and, on _____, 2012, the City of [CITY X] obtained a judgment in its favor that enjoins the institution of any action or proceeding raising any issue as to which such judgment is binding and conclusive. An appeal of such judgment may only be filed with the _____ County Superior Court within 30 days after the entry of such judgment and, since there was no answering party in the action, only issues related to the jurisdiction of the _____ County Superior Court to enter a judgment in the action may be raised during such period. The appeal period expired for such action on _____, 2012.

City of [CITY Y] Validation. The City of [CITY Y] filed a complaint in the Riverside County Superior Court pursuant to the Validation Law seeking to validate certain issues raised by the proposed execution and delivery of the Certificates. The City of [CITY Y] filed its complaint on _____, 2012. There was no answering party in the action and, on _____, 2012, the City of [CITY Y] obtained a judgment in its favor that enjoins the institution of any action or proceeding raising any issue as to which such judgment is binding and conclusive. An appeal of such judgment may only be filed with the Riverside County Superior Court within 30 days after the entry of such judgment and, since there was no answering party in the action, only issues related to the jurisdiction of the Riverside County Superior Court to enter a judgment in the action may be raised during such period. The appeal period expired for such action on _____, 2012.

Payment of Certificates

The Certificates will be executed and delivered in fully registered form without coupons and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Certificates. Individual purchases of Certificates may be made in book-entry form only, in the principal amount of \$5,000 or integral multiples thereof for each maturity. Purchasers will not receive certificates representing their interest in the Certificates purchased. Payments of principal and interest with respect to the Certificates will be made by the Trustee to DTC, which will in turn remit such principal and interest to its participants for subsequent dispersal to beneficial owners of the Certificates as described herein. Interest with respect to the Certificates is payable semiannually on each Interest Payment Date, commencing June 1, 2012, until the maturity or the earlier prepayment thereof. Principal and any prepayment premiums with respect to each Certificate will be paid on each Certificate Payment Date

upon surrender of such Certificate at the principal corporate office of the Trustee upon maturity or the earlier prepayment thereof. See “THE CERTIFICATES – Book-Entry Only System.”

Prepayment of Certificates

Optional Prepayment of Certificates. The Certificates maturing on or before June 1, 20__, are not subject to optional prepayment prior the respective stated maturities. The Certificates maturing on or after June 1, 20__, will be subject to optional prepayment prior to maturity, at the option of the Authority upon direction of a Local Agency, on or after June 1, 20__, in whole or in part (by lot within any maturity), on any date, at a prepayment price equal to the principal amount to be prepaid, plus accrued interest to the date fixed for prepayment, without premium. The applicable Local Agency is required to provide written notice to the Authority and the Trustee at least 45 days prior to the prepayment date (or such lesser period of time acceptable to the Trustee in its sole discretion) specifying the principal amount evidenced by and maturities of the Installment Sale Payments to be prepaid.

Mandatory Prepayment of Certificates Upon Acceleration. The Certificates are subject to mandatory prepayment prior to maturity, in whole or in part (by lot within any maturity), on any date, from amounts received upon the acceleration of Installment Sale Payments upon the occurrence of an event of default under any 2012 Installment Sale Agreement, at a prepayment price equal to the principal amount to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

Mandatory Sinking Fund Prepayment. The Certificates maturing on June 1, 20__, are subject to mandatory prepayment on June 1 of each year commencing June 1, 20__, in part, from mandatory sinking fund payments, on each June 1 specified below, at a prepayment price equal to the principal evidenced thereby, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium. The principal evidenced by such Certificates to be so prepaid and the dates therefor shall be as follows:

Mandatory Prepayment Date (June 1)	<u>Principal Amount</u>
---	--------------------------------

(Maturity)

The amount of each such prepayment shall be reduced in the event and to the extent that Installment Sale Payments payable on the corresponding Certificate Payment Date are optionally prepaid by a Local Agency pursuant to its respective 2012 Installment Sale Agreement and applied to the prepayment of Certificates maturing on June 1, 20__.

The Certificates maturing on June 1, 20__, are subject to mandatory prepayment on June 1 of each year commencing June 1, 20__, in part, from mandatory sinking fund payments, on each June 1 specified below, at a prepayment price equal to the principal evidenced thereby, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium. The principal evidenced by such Certificates to be so prepaid and the dates therefor shall be as follows:

**Mandatory
Prepayment Date
(June 1)**

Principal Amount

(Maturity)

The amount of each such prepayment shall be reduced in the event and to the extent that Installment Sale Payments payable on the corresponding Certificate Payment Date are optionally prepaid by a Local Agency pursuant to its respective 2012 Installment Sale Agreement and applied to the prepayment of Certificates maturing on June 1, 20__.

Purchase of Certificates in Lieu of Prepayment

In lieu of prepayment of any Certificates, amounts on deposit in the Revenue Fund held under the Trust Agreement, or in any sinking account therein, may also be used and withdrawn by the Trustee at any time, upon the written request of the Authority, for the purchase of such Certificates at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest that is payable from the Interest Fund) as the Authority may in its discretion determine, but not in excess of the principal amount thereof plus accrued interest to the purchase date. The principal amount of any Certificates so purchased by the Trustee in any twelve-month period ending 60 days prior to any Certificate Payment Date in any year will be credited towards and shall reduce the principal amount of any Certificates required to be prepaid on such Certificate Payment Date in such year. Any purchase of Certificates in lieu of prepayment shall require the prior written approval of the Certificate Insurer if any Certificate so purchased is not cancelled upon purchase.

Selection of Certificates for Prepayment

Whenever provision is made in the Trust Agreement for the prepayment or purchase of less than all of the Certificates or any given portion thereof, the Trustee will, subject to the following sentence, select the Certificates to be prepaid or purchased, from all Certificates subject to prepayment or purchase or such given portion thereof equal to a multiple of \$5,000 or any integral multiple thereof not previously called for prepayment or purchase, in any manner that the Trustee in its sole discretion shall deem appropriate and fair. Upon notice of any optional prepayment pursuant to the Trust Agreement, or receipt of moneys resulting in a mandatory prepayment pursuant to the Trust Agreement, the Trustee will request the Cash Flow Consultant to prepare a Cash Flow Report identifying the principal amount and maturities of the Certificates to be prepaid; provided that upon the occurrence of an extraordinary optional, special, or extraordinary mandatory prepayment in part, the selection of Certificates to be prepaid shall be subject to the approval of the Certificate Insurer so long as it has not failed to comply with its payment obligations under the Certificate Insurance Policy. The Trustee will promptly notify the Authority in writing of any prepayment or purchase of Certificates and of the Certificates or portions thereof so selected for prepayment or purchase.

Notice of Prepayment; Effect of Notice

Notice of prepayment or purchase must be given in the form and manner specified in the Trust Agreement and is required to be mailed by first-class mail by the Trustee, not less than 30 nor more than 60 days prior to the prepayment or purchase date, to (i) the respective Owners of any Certificates designated for prepayment or purchase at their addresses appearing on the registration books of the

Trustee, and (ii) if the Certificates are no longer held by DTC, to the Securities Depositories and the Information Services. If any of the Certificates are prepaid pursuant to an advance refunding, notice of such advance refunding and prepayment shall be given in the same manner as provided in the Trust Agreement for the optional or mandatory prepayment of Certificates, and also within the same time period with respect to the actual prepayment date. Notice of prepayment or purchase of Certificates will be given by the Trustee at the expense of the Authority. Conditional notice of prepayment may be given at the direction of the Authority and shall be given if funds sufficient to prepay the Certificates are not then on deposit with the Trustee.

Failure by the Trustee to give notice of the prepayment of Certificates pursuant to the Trust Agreement to any one or more of the Information Services or Securities Depositories will not affect the sufficiency of the proceedings for prepayment or purchase. Failure by the Trustee to mail notice of prepayment or purchase pursuant to the Trust Agreement to any one or more of the respective Owners of any Certificates designated for prepayment or purchase will not affect the sufficiency of the proceedings for prepayment with respect to the Owner or Owners to whom such notice was mailed.

Partial Prepayment or Purchase of Certificates

Upon surrender of any Certificate to be prepaid or purchased in part only, the Trustee will execute and deliver to the registered owner thereof, at the expense of the Authority, a new Certificate or Certificates of authorized denominations, and having the same Certificate Payment Date, equal in aggregate principal amount to the unprepaid or unpurchased portion of the Certificate surrendered.

Effect of Prepayment

Notice of prepayment having been duly given as described above, and moneys for payment of the principal and prepayment premium, if any, of the Certificates (or portions thereof) so called for prepayment (the "Prepayment Price"), together with interest accrued to the prepayment date with respect to such Certificates (or portions thereof), being held by the Trustee, on the prepayment date designated in such notice, the Certificates (or portions thereof) so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and interest accrued with respect thereto to the prepayment date, interest with respect to the Certificates so called for prepayment shall cease to accrue, said Certificates (or portions thereof) will cease to be entitled to any benefit or security under the Trust Agreement, and the Owners of said Certificates shall have no rights in respect thereof except to receive payment of said Prepayment Price and accrued interest.

Book-Entry Only System

The following information regarding DTC and its book-entry system has been provided by DTC and has not been verified for accuracy or completeness by the Authority or any Local Agency, and neither the Authority nor any Local Agency shall have any liability with respect thereto. Neither the Authority nor any Local Agency shall have any responsibility or liability for any aspects of the records maintained by DTC relating to, or payments made on account of, beneficial ownership, or for maintaining, supervising, or reviewing any records maintained by DTC relating to beneficial ownership, of interests in the Certificates.

DTC will act as securities depository for the Certificates. The Certificates will be executed and delivered as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Certificate will be issued for each maturity of the Certificates, in the aggregate amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participations") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealer, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's Ratings Services highest rating: AAA. The DTC Files applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Certificates except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as prepayments, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee

holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners or in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the Certificates are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be prepaid.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Certificates unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments with respect the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (or its nominee), the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to Beneficial Owners is the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Certificates at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Certificate certificates are required to be printed and delivered in accordance with the terms of the Trust Agreement.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Certificate certificates will be printed and delivered to DTC.

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE LOCAL AGENCIES AND THE AUTHORITY BELIEVE TO BE RELIABLE, BUT NEITHER THE LOCAL AGENCIES NOR THE AUTHORITY TAKE ANY RESPONSIBILITY FOR THE ACCURACY THEREOF. NEITHER THE LOCAL AGENCIES NOR THE AUTHORITY GIVE ANY ASSURANCES THAT DTC WILL DISTRIBUTE PAYMENTS TO DTC PARTICIPANTS OR THAT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS WITH RESPECT TO THE CERTIFICATES RECEIVED BY DTC OR ITS NOMINEES AS THE REGISTERED OWNER, ANY PREPAYMENT NOTICES, OR OTHER NOTICES TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

Debt Service

The table below presents the annual debt service with respect to the Certificates (including sinking account prepayments), assuming that there are no optional prepayments, for the year ending on June 1 in the years shown below:

Debt Service Schedule

<u>Date</u> <u>(June 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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Source: Underwriter.

SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES

Installment Sale Payments

The Certificates evidence proportionate and undivided interests of the Owners thereof in the Installment Sale Payments to be made by the Local Agencies pursuant to the 2012 Installment Sale Agreements. Pursuant to each 2012 Installment Sale Agreement, each Local Agency is required to pay to the Trustee, from a first lien on the Gas Tax Revenues and Measure A Revenues, such Local Agency's Installment Sale Payments, which are designed to be sufficient, when added to the Installment Sale Payments paid by the other Local Agencies, in both time and amount, to pay, when due, the principal and interest evidenced and represented by the Certificates. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Pledge of Gas Tax Revenues" and "– Pledge of Measure A Revenues" below.

Pursuant to the Trust Agreement, the Authority assigns to the Trustee, for the benefit of the Owners, its rights under the 2012 Installment Sale Agreements, including, but not limited to, the Authority's security interest in and lien upon the Gas Tax Revenues and Measure A Revenues. See "APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS."

Pledge of Gas Tax Revenues

All Gas Tax Revenues and any other amounts (including proceeds of the sale of the Certificates) held by the Trustee in any fund or account established under the Trust Agreement (other than amounts on deposit in the Acquisition Fund and the Rebate Fund established under the Trust Agreement) will be irrevocably pledged to the payment of the principal, interest, and prepayment premium, if any, evidenced and represented by the Certificates as provided in the Trust Agreement, and the Gas Tax Revenues will not be used for any other purpose while any of the Certificates remain outstanding; provided, however, that out of the Gas Tax Revenues and other moneys there may be applied such sums for such purposes as are permitted under the Trust Agreement. Such pledge will constitute a first pledge of and charge and lien upon the Gas Tax Revenues and all other moneys on deposit in the funds and accounts established under the Trust Agreement (other than amounts on deposit in the Acquisition Fund and the Rebate Fund) for the payment of the interest and principal with respect to the Certificates in accordance with the terms of the Trust Agreement. Pursuant to the Trust Agreement, the Authority will assign to the Trustee all of the Authority's rights and remedies under the 2012 Installment Sale Agreement, including, but not limited to, the Authority's security interest in and lien upon the Gas Tax Revenues.

The term "Gas Tax Revenues" is defined in each 2012 Installment Sale Agreement as "Revenues" and means all amounts received by the applicable Local Agency from the State in accordance with Streets and Highways Code Sections 2103, 2104(d), (e), and (f), 2105, 2106, and 2107, as such provisions may be amended, and all other revenues (except revenues received by the Local Agency in accordance with Streets and Highways Code Section 2107.5), if any, received by the Local Agency from taxes imposed on the purchase of motor vehicle fuels and any payments, subventions, or reimbursements received by the Local Agency from the State in lieu of such revenues.

In order to carry out and effectuate the pledge, charge, and lien contained in the Trust Agreement, the Authority will covenant that all Gas Tax Revenues when and as received shall be received by the Authority in trust for the benefit of the Owners and shall be deposited when and as received by the Authority in the Revenue Fund created and maintained by the Trustee under the Trust Agreement. All Gas Tax Revenues shall be accounted separately for each Local Agency and held in trust in the Revenue Fund.

The following funds and accounts will be established within the Revenue Fund: (i) Interest Fund and, within the Interest Fund, an Interest Payment Account for each Local Agency; (ii) Principal Fund and, within the Principal Fund, a Principal Payment Account for each Local Agency; (iii) Reserve Fund and, within the Reserve Fund, a Reserve Subaccount for each Local Agency; (iv) Administration Fund and, within the Administration Fund, an Administration Subaccount for each Local Agency; and (v) Surplus Account.

In order to carry out and effectuate the obligation of each Local Agency contained in its 2012 Installment Sale Agreement to pay the Installment Sale Payments and the Administration Fee (as defined below), each Local Agency will agree and covenant in its 2012 Installment Sale Agreement that all applicable Gas Tax Revenues received by such Local Agency will be deposited when and as received in such Local Agency's Gas Tax Fund (each, a "Gas Tax Fund"), and all money on deposit in such Gas Tax Fund will be held in trust and applied only as provided in such Local Agency's 2012 Installment Sale Agreement. Pursuant to each 2012 Installment Sale Agreement, all money on deposit in the applicable Gas Tax Fund shall be set aside and deposited by the applicable Local Agency in the various funds and accounts within the Revenue Fund at the following times in the following order of priority:

Interest Fund and Principal Fund Deposits. On or before the 15th day preceding each Interest Payment Date, each Local Agency shall, from the money in the applicable Gas Tax Fund, transfer to the Trustee for deposit in such Local Agency's Interest Payment Account in the Interest Fund within the Revenue Fund, a sum equal to the interest becoming due and payable on the next succeeding Interest Payment Date, except that no such deposit need be made if the Trustee then holds money in such Interest Payment Account equal to the amount of interest becoming due and payable with respect to such Local Agency on the next succeeding Interest Payment Date; and on or before the 15th day preceding each Certificate Payment Date, such Local Agency shall, from the money in the Gas Tax Fund, transfer to the Trustee for deposit in such Local Agency's Principal Payment Account in the Principal Fund within the Revenue Fund, a sum equal to the principal becoming due and payable on the next succeeding Certificate Payment Date, except that no such deposit need be made if the Trustee then holds money in such Principal Payment Account equal to the amount of principal becoming due and payable with respect to such Local Agency on the next succeeding Certificate Payment Date.

Reserve Fund Deposit. On or before the 15th day of each month, each Local Agency shall, from the money in the applicable Gas Tax Fund, transfer to the Trustee for deposit in such Local Agency's Reserve Subaccount in the Reserve Fund within the Revenue Fund that sum, if any, necessary to restore such Reserve Subaccount to an amount equal to the applicable Reserve Fund Requirement, all in accordance with and subject to the terms and conditions of the Trust Agreement. All money in the Reserve Subaccounts shall be used and withdrawn by the Trustee for the purposes specified in the Trust Agreement.

Administration Fund Deposit. On or before the 15th day preceding each Certificate Payment Date, each Local Agency shall, from the remaining money on deposit in the Gas Tax Fund, transfer to the Trustee for deposit in the Local Agency's Administration Subaccount in the Administration Fund within the Revenue Fund, a sum equal to the Administration Fee becoming due and payable under the Trust Agreement on the next Certificate Payment Date, and all money on deposit in the Administration Subaccount shall be used to pay the Administration Fee due on such Certificate Payment Date, in accordance with the terms of the Trust Agreement. "Administration Fee" means an amount equal to the sum of the respective annual administration fees charged by the Authority, the Trustee, and the Rebate Analyst, payable on the 15th day of the month preceding each Principal Payment Date.

So long as each Local Agency has made each required deposit to the Revenue Fund as required by the applicable 2012 Installment Sale Agreement, such Local Agency may expend any remaining money in the applicable Gas Tax Fund for any lawful purpose of such Local Agency.

For more information regarding the Gas Tax Funds and the historical and projected Gas Tax Revenues, see “GAS TAX REVENUES.” See also “RISK FACTORS – Passive Revenue Source” and “– Measure A Tax.”

Pledge of Measure A Revenues

All Measure A Revenues held by the Trustee in any fund or account established under the Trust Agreement (other than amounts on deposit in the Acquisition Fund and the Rebate Fund established under the Trust Agreement) will be irrevocably pledged to the payment of the principal, interest, and prepayment premium, if any, evidenced and represented by the Certificates as provided in the Trust Agreement, and **[CONFIRM:]** the Measure A Revenues will not be used for any other purpose while any of the Certificates remain outstanding; provided, however, that out of the Measure A Revenues there may be applied such sums for such purposes as are permitted under the Trust Agreement. Such pledge will constitute a first pledge of and charge and lien upon the Measure A Revenues on deposit in the funds and accounts established under the Trust Agreement (other than amounts on deposit in the Acquisition Fund and the Rebate Fund) for the payment of the interest and principal with respect to the Certificates in accordance with the terms of the Trust Agreement. Pursuant to the Trust Agreement, the Authority will assign to the Trustee all of the Authority’s rights and remedies under the 2012 Installment Sale Agreement, including, but not limited to, the Authority’s security interest in and lien upon the Measure A Revenues.

The term “Measure A Revenues” is defined in each 2012 Installment Sale Agreement as revenues allocated to the applicable Local Agency from a retail transactions and use tax (Measure A funds) imposed in the County pursuant to the Measure A Sales Tax Act and Ordinance No. 02-001. Measure A Revenues constitute “Other Available Revenues,” as such term is defined in the 2012 Installment Sale Agreements. See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Deposit of Other Available Revenues” below.

[ADD MECHANISM FOR DEPOSITING MEASURE A REVENUES W/TRUSTEE]

For more information regarding the Measure A Revenues and the historic and projected Measure A Revenues, see “MEASURE A REVENUES.” See also “RISK FACTORS – Passive Revenue Source” and “– Measure A Tax.”

Deposit of Other Available Revenues

[CONFIRM/REVISE:] Notwithstanding the pledge of Gas Tax Revenues and Measure A Revenues as described above, each Local Agency may satisfy its obligation to deposit Installment Sale Payments with the Trustee by depositing Other Available Revenues with the Trustee and, if and when so deposited, such Other Available Revenues shall be irrevocably pledged to the payment of Installment Sale Payments. Unless and until deposited with the Trustee, such Other Available Revenues are not pledged to the payment of Installment Sale Payments. The term “Other Available Revenues” is defined in the applicable 2012 Installment Sale Agreement as revenues, other than Revenues as defined in such 2012 Installment Sale Agreement, legally available to such Local Agency to make Installment Sale Payments, including Article XIXB Revenues, to the extent the applicable Project constitutes an Article XIXB Project, in an amount not greater than the Installment Sale Payments related to such Article XIXB Project, Measure A Revenues, to the extent such Project constitutes a Measure A Project, in an amount not greater than the Installment Sale Payments related to such Measure A Project, or any other revenues of such Local Agency made available, if any. The term “Article XIXB Project” is defined in the applicable 2012 Installment Sale Agreement to mean a capital project for which Article XIXB Revenues may be expended. The term “Article XIXB Revenues” is defined in the applicable 2012 Installment Sale Agreement to mean revenues allocated to such Local Agency from the sale, storage, use or, other consumption in California of motor vehicle fuel pursuant to Article XIXB of the Constitution of the State of California. The term “Measure A Project” is defined in the 2012 Installment Sale Agreements to mean a capital project for which Measure A Revenues may be expended.

Additional Contracts

So long as a Local Agency is not in default under its 2012 Installment Sale Agreement, such Local Agency may at any time execute any installment sale contracts, capital leases, or similar obligations of such Local Agency (each, a “Contract”), authorized and executed by such Local Agency under and pursuant to applicable law, the interest and principal and prepayment premium, if any, payments under and pursuant to which are payable from Gas Tax Revenues on a parity with such Local Agency’s Installment Sale Payments; provided, that the audited Gas Tax Revenues for the fiscal year next preceding the date of the adoption by the governing body of such Local Agency of the resolution authorizing the execution of such Contract, as evidenced by both a calculation prepared by such Local Agency and a special report prepared by an Independent Certified Public Accountant on such calculation on file with such Local Agency shall have produced a sum equal to at least ___% of the Maximum Annual Debt Service on all of such Local Agency’s Contracts outstanding after the execution of such Contract.

[CONFIRM:] So long as a Local Agency is not in default under its 2012 Installment Sale Agreement, such Local Agency may at any time execute any Contract, authorized and executed by such Local Agency under and pursuant to applicable law, the interest and principal and prepayment premium, if any, payments under and pursuant to which are payable from Measure A Revenues on a parity with such Local Agency’s Installment Sale Payments; provided, that the audited Measure A Revenues for the fiscal year next preceding the date of the adoption by the governing body of such Local Agency of the resolution authorizing the execution of such Contract, as evidenced by both a calculation prepared by such Local Agency and a special report prepared by an Independent Certified Public Accountant on such calculation on file with such Local Agency shall have produced a sum equal to at least ___% of the Maximum Annual Debt Service on all of such Local Agency’s Contracts outstanding after the execution of such Contract.

Notwithstanding the foregoing, there is no limitation on the ability of any Local Agency to execute any Contract at any time to refund any outstanding Contract.

Reserve Fund

The Trustee will set aside from amounts deposited by each Local Agency in the Revenue Fund and deposit in such Local Agency's Reserve Subaccount that amount of money (or other authorized deposit of security) that shall be required to maintain such Local Agency's Reserve Subaccount in the full amount of such Local Agency's Reserve Fund Requirement. No deposit need be made in any Reserve Subaccount so long as there shall be on deposit therein a sum equal to applicable Reserve Fund Requirement. All money in each Reserve Subaccount (including all amounts that may be obtained from any insurance policy on deposit in such Reserve Subaccount) shall be used and withdrawn by the Trustee solely for the purpose of replenishing such Local Agency's Interest Payment Account or the Principal Payment Account, in that order, in the event of any deficiency at any time in either of such accounts, but solely for the purpose of paying the interest, principal, or prepayment premiums, if any, payable in connection with the applicable 2012 Installment Sale Agreement, except that any cash amounts in any Reserve Subaccount in excess of the amount required to be on deposit therein shall be withdrawn from such Reserve Subaccount on each Interest Payment Date and deposited in such Local Agency's Interest Payment Account.

In lieu of making a Reserve Fund Requirement deposit or in replacement of moneys then on deposit in any Reserve Subaccount (which shall be transferred by the Trustee to the Local Agency upon delivery of an insurance policy satisfying the requirements stated below), a Local Agency may also deliver to the Trustee an insurance policy (a "Qualified Reserve Instrument") securing an amount, together with moneys or Permitted Investments on deposit in the applicable Reserve Subaccount, no less than the applicable Reserve Fund Requirement, issued by an insurance company licensed to issue insurance policies guaranteeing the timely payment of the principal and interest components of the related 2012 Installment Sale Agreement and whose unsecured debt obligations (or for which obligations secured by such insurance company's insurance policies) are rated in the two highest rating categories (without respect to any modifier) of the Rating Agencies. The prior written consent of the Certificate Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the applicable Reserve Fund, if any. Notwithstanding anything to the contrary set forth in the Trust Agreement, amounts on deposit in the applicable Reserve Fund shall be applied solely to the payment of debt service due on the Certificates.

If and to the extent that a Reserve Subaccount has been funded with a combination of cash (or Permitted Investments) and a Qualified Reserve Instrument, then all such cash (or Permitted Investments) shall be completely used before any demand is made on such Qualified Reserve Instrument, and replenishment of the Qualified Reserve Instrument shall be made prior to any replenishment of any cash (or Permitted Investments). If a Reserve Subaccount is funded, in whole or in part, with more than one Qualified Reserve Instrument, then any draws made against such Qualified Reserve Instrument shall be made pro-rata.

The term "Reserve Fund Requirement" is defined in the Trust Agreement to mean, as of any date of calculation, separately with respect to each 2012 Installment Sale Agreement, an amount equal to the least of (i) 10% of the initial stated principal amount (within the meaning of Section 148 of the Code) of the 2012 Installment Sale Payments under such 2012 Installment Sale Agreement; (ii) 125% of the average annual 2012 Installment Sale Payments under such 2012 Installment Sale Agreement; or (iii) the Maximum Annual Debt Service.

See "APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Trust Agreement."

Certificate Insurance Policy

The scheduled payment of principal and interest with respect to the Certificates when due will be guaranteed under the Certificate Insurance Policy to be issued concurrently with the delivery of the Certificates by the Certificate Insurer. For a more detailed description of the Certificate Insurance Policy and the Certificate Insurer, see “CERTIFICATE INSURANCE POLICY” and “APPENDIX E – SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”

THE LOCAL AGENCIES AND THE PROJECTS

Participating Local Agencies

The following Local Agencies will execute the Trust Agreement: (1) the City of [CITY X], (2) the City of [CITY Y], and (3) the City of Moreno Valley. Information regarding each Local Agency is included in Appendix B. See also “GAS TAX REVENUES” and “MEASURE A REVENUES” for a discussion of the historical and prospective Gas Tax Revenues and Measure A Revenues, as applicable, for each Local Agency.

The Projects

Each Local Agency is undertaking its Project as part of such Local Agency’s ongoing effort to accelerate street system improvements within its jurisdiction. The Projects are expected to include the components described below.

City of [CITY X] Project. The City of [CITY X] Project is comprised of facilities that are eligible for expenditure of Gas Tax Revenues and Measure A Revenues under applicable laws of the State. The City of [CITY X] Project is expected to cost approximately \$ _____, and is currently expected to include the improvements described in the following table.

**DESCRIPTION OF PLANNED CITY OF [CITY X]
PROJECT COMPONENTS AND ESTIMATED COSTS**

<u>Name of Project Component</u>	<u>Description of Project Component</u>	<u>Estimated Cost</u>
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Total

Source: City of [CITY X].

City of [CITY Y] Project. The City of [CITY Y] Project is comprised of facilities that are eligible for expenditure of Gas Tax Revenues and Measure A Revenues under applicable laws of the State. The

City of [CITY Y] Project is expected to cost approximately \$ _____, and is currently expected to include the improvements described in the following table.

**DESCRIPTION OF PLANNED CITY OF [CITY Y]
PROJECT COMPONENTS AND ESTIMATED COSTS**

<u>Name of Project Component</u>	<u>Description of Project Component</u>	<u>Estimated Cost</u>
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Total

Source: City of [CITY Y].

City of Moreno Valley Project. The City of Moreno Valley Project is comprised of facilities that are eligible for expenditure of Gas Tax Revenues and Measure A Revenues under applicable laws of the State. The City of Moreno Valley Project is expected to cost approximately \$ _____, and is currently expected to include the improvements described in the following table.

**DESCRIPTION OF PLANNED CITY OF MORENO VALLEY
PROJECT COMPONENTS AND ESTIMATED COSTS**

<u>Name of Project Component</u>	<u>Description of Project Component</u>	<u>Estimated Cost</u>
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Total

Source: City of Moreno Valley.

GAS TAX REVENUES

Pursuant to each of the 2012 Installment Sale Agreements, each Local Agency will pledge its respective Gas Tax Revenues for the payment of Installment Sale Payments. The term “Gas Tax Revenues” is defined in each 2012 Installment Sale Agreement as “Revenues” and means all amounts received by the applicable Local Agency from the State in accordance with Streets and Highways Code Sections 2103, 2104(d), (e), and (f), 2105, 2106, and 2107, as such provisions may be amended, and all other revenues (except revenues received by the Local Agency in accordance with Streets and Highways Code Section 2107.5), if any, received by the Local Agency from taxes imposed on the purchase of motor vehicle fuels and any payments, subventions, or reimbursements received by the Local Agency from the State in lieu of such revenues. Gas Tax Revenues are received by each Local Agency and held and maintained in the applicable Gas Tax Fund of each such Local Agency. See “GAS TAX REVENUES – Statewide Gas Tax Apportionments” below.

Statewide Fuel Consumption

The following table details the historical motor vehicle fuel use for the State for calendar years 2000 through 2010. Gas Tax Revenues are received by each Local Agency, as applicable, through apportionments of a tax levied by the State on the distribution of net taxable motor vehicle and taxable diesel fuel. The revenues from such tax are collected Statewide, and then apportioned to cities and counties in the State based on specified factors, including population.

HISTORICAL FUEL USE STATE OF CALIFORNIA Statewide Fuel Distributions (Millions of Gallons)

<u>Year</u>	<u>Net Taxable Fuel ⁽¹⁾</u>	<u>Taxable Fuel</u>	<u>Total</u>
2000	14,544,627,116	2,632,760,098	17,177,387,214
2001	15,117,143,010	2,627,365,691	17,744,508,701
2002	15,513,415,849	2,700,122,539	18,213,538,388
2003	15,661,671,712	2,667,933,636	18,329,605,348
2004	15,908,278,251	2,842,332,046	18,750,610,297
2005	15,937,855,020	2,963,733,672	18,901,588,692
2006	15,825,386,719	2,994,049,134	18,819,435,853
2007	15,672,334,029	3,082,740,281	18,755,074,310
2008	15,032,229,963	2,827,526,205	17,859,756,168
2009	14,811,281,527	2,580,138,949	17,391,420,476
2010	14,868,892,787	2,590,655,088	17,459,547,875

(1) Includes aviation gasoline, which constitutes less than 1% of total.
Source: California State Controller's Office.

Statewide Gas Tax Revenues and Apportionments

Historical Statewide Gas Tax Revenues. The following table details the historical State gas and other taxes and income available for apportionment to cities and counties pursuant to the Streets and Highways Code for the fiscal years 1997 through 2011.

**STATEWIDE APPORTIONMENTS OF GAS TAX REVENUES
STATE OF CALIFORNIA
Fiscal Years 1997 through 2011**

<u>Fiscal Year</u>	<u>Gasoline</u>	<u>Diesel</u>	<u>Use Fuel</u>	<u>Other</u>
1997	\$2,326,820,014.27	\$369,754,215.07	--	\$3,556,619.01
1998	2,384,177,816.52	386,196,849.77	\$ 752,429.09	4,587,598.52
1999	2,478,017,159.23	426,248,112.40	2,164,245.17	4,430,721.28
2000	2,465,594,433.20	446,358,768.12	1,806,220.40	3,985,877.16
2001	2,548,249,845.96	462,729,331.53	2,364,342.77	6,446,135.53
2002	2,658,222,917.06	462,921,539.59	2,292,259.94	5,320,384.18
2003	2,644,078,729.07	469,573,686.64	2,919,927.42	4,542,405.31
2004	2,690,175,521.69	508,459,347.89	2,487,020.79	2,260,010.41
2005	2,726,396,601.14	522,992,148.93	2,828,250.40	2,410,852.63
2006	2,684,849,928.33	544,660,666.44	3,454,724.27	3,816,543.02
2007	2,663,511,840.24	577,674,583.05	3,221,241.33	6,007,296.01
2008	2,636,756,497.13	588,630,861.34	3,192,638.66	7,079,143.27
2009	2,473,812,690.73	510,380,716.42	3,357,819.55	8,689,958.75
2010	2,486,437,214.68	491,771,675.92	4,402,234.39	4,815,783.31
2011	2,244,368,167.83	443,809,825.43	5,691,150.96	4,722,452.61

Source: California State Controller's Office.

Statewide Gas Tax Apportionments. Apportionment to each Local Agency of per gallon taxes that comprise such Local Agency's Gas Tax Revenues is made monthly by the Controller of the State pursuant to Sections 2103, 2105, 2106, and 2107 of the California Streets and Highways Code (respectively, "Section 2103," "Section 2105," "Section 2106," and "Section 2107"). Apportionments under Sections 2104(d), (e), and (f) of the California Streets and Highways Code apply to counties only; none of the Local Agencies receives any Gas Tax Revenues under such Sections.

For purposes of the following statutory apportionment of per gallon taxes, the population of each city is determined for that city by the last federal decennial or special census, or by a subsequent census validated by the population research unit of the State Department of Finance, or (if applicable) by the method described in Section 11105.3 of the California Revenue and Taxation Code or Sections 2107.1 or 2107.2 of the California Streets and Highways Code.

Gas Tax Revenues received by the Local Agency pursuant to Section 2107.5 of the California Streets and Highways Code are not included in the definition of Gas Tax Revenues for the Local Agency.

Section 2103. Section 2103 was substantially amended by the passage of Assembly Bill No. 9 (ABX8 9), adopted into law along with its companion Assembly Bill No. 6 (ABX8 6) on March 22, 2010, and further amended by Assembly Bill 105 ((AB 105), adopted into law on March 24, 2011. Pursuant to Section 2103, as amended, commencing in fiscal year 2010-11, a portion of the revenues from the increased the excise tax on gasoline that became effective on July 1, 2010, will be allocated each month to cities, among other purposes, as set forth in Section 2103. See "-- 2010 Gasoline Sales Tax – Gasoline Excise Tax Swap" below.

Section 2105. Pursuant to Section 2105, cities are apportioned a sum equal to \$0.1035 per gallon from the tax under Section 7360 of the Revenue and Taxation Code, 11.5% of any per gallon tax in excess of \$0.09 per gallon under Section 8651 of the California Revenue and Taxation Code, and \$0.01035 per gallon from the tax under Sections 60050 and 60115 of the Revenue and Taxation Code, in the proportion that the total population of the city bears to the total population of all cities in the State.

Section 2106. Pursuant to Section 2106, a sum equal to the net revenue derived from a \$0.0104 per gallon tax under the Motor Vehicle Fuel Tax Law (Section 7301 *et seq.* of the California Revenue and Taxation Code) (the “Motor Vehicle Fuel Tax Law”) is apportioned monthly from the Highway Users Tax Account in the State’s Transportation Tax Fund (the “Highway Users Tax Account”) to cities as follows: (a) \$400 per month is apportioned to each city and city and county, and \$800 per month is apportioned to each county and city and county, (b) \$600,000 per month is transferred to the Bicycle Transportation Account in the State Transportation Fund, and (c) the balance is apportioned as follows: (1) the total money is divided among the counties on the basis that the ratio of automobile registration for county bears to the statewide total, (2) within a county, the amount determined is divided between the county and the cities within that county in the proportion that the assessed valuation of tangible property outside the incorporated cities of the county and within the incorporated cities of the county bears to the total assessed valuation of the county, and (3) each city’s share is then divided on the basis of the ratio of the city’s population to the total population of all cities within the county.

Section 2107. Pursuant to Section 2107, a sum equal to the net revenues derived from a per gallon tax of \$0.01315 under the Motor Vehicle Fuel Tax Law, \$0.0259 under the Use Fuel Tax Law (Section 8601 *et seq.* of the California Revenue and Taxation Code), and \$0.0180 under the Diesel Fuel Tax Law (Section 60001 *et seq.* of the California Revenue and Taxation Code), is apportioned monthly to cities from the Highway Users Tax Account as follows: the State Controller allocates annually to each city that has filed a report containing the information prescribed by subdivision (c) of Section 2152 of the California Streets and Highways Code, and that had expenditures in excess of \$5,000 during the preceding fiscal year for snow removal, an amount equal to one-half the amount of its expenditures for snow removal in excess of \$5,000 during such fiscal year. The balance of such sum is allocated to each city in the proportion that the population of the city bears to the total population of all cities in the State.

2010 Gasoline Sales Tax – Gasoline Excise Tax Swap. In March 2010, as a part of a special budget session called by the Governor, the Legislature passed, and the Governor signed into law, ABX8 6 and ABX8 9, which contain the provisions for a swap of State sales taxes on gasoline in exchange for a gasoline excise tax. Such legislation: (i) effective July 1, 2010, repealed the State sales tax on gasoline; (ii) effective July 1, 2010, increased the excise tax on gasoline by \$0.173 per gallon and added an annual index that is intended to ensure that the new excise tax keeps pace with the revenues expected from the sales tax on gas; (iii) effective July 1, 2011, will impose an additional 1.75% tax on the sale, storage, use, and consumption of diesel fuel; and (iv) effective July 1, 2011, will reduce the excise tax on diesel fuel from \$0.18 to \$0.136 per gallon, subject to annual adjustment. The legislation includes expressed legislative intent to fully replace the local streets and road funds cities and counties would have received under the State sales tax on gasoline with allocations from the increased gasoline excise tax rate.

On November 2, 2010, the California electorate approved Proposition 26, the Supermajority Vote to Pass New Taxes and Fees Act (“Proposition 26”), an initiative amendment to the California Constitution. Proposition 26 requires a two-thirds supermajority vote in the California State Legislature to pass many fees, levies, charges, and tax revenue allocations that under the State’s previous rules could be enacted by a simple majority vote. By its terms, Proposition 26 requires that any State law adopted between January 1, 2010, and November 2, 2010 (the date Proposition 26 was approved), that conflicts with Proposition 26 would be repealed one year after Proposition 26’s approval date. This repeal would not take place, however, if two-thirds of each house of the Legislature passed the law again. Because the State Legislature approved the 2010 gasoline sales tax – gasoline excise tax swap with only a majority vote in March 2010, that legislation would have been repealed in November 2011 unless the State Legislature approved such legislation again with a two-thirds vote in each house. Pursuant to AB 105, however, such legislation was amended and approved with a two-thirds vote in each house in March 2011 and is not subject to repeal under Proposition 26.

In fiscal year 2010-11 only, under Section 2103, the revenues from the increased the excise tax on gasoline were allocated each month as follows, in the following order of priority: (a) first, to the Transportation Debt Service Fund of the State, amounts necessary to reimburse the State’s General Fund for debt service paid with respect to specified State bonding programs; (b) second, \$54,167,000 per month will be held in the Highway Users Tax Account for future appropriation by the Legislature; (c) third, the remainder shall be allocated as follows: (i) 50% to the State Transportation Improvement Program and (ii) 50% evenly split between cities and counties using current Highway Users Tax Account formulas.

Commencing in fiscal year 2011-12 and continuing in fiscal years thereafter, under Section 2103, the revenues from the increased the excise tax on gasoline will be allocated each month as follows, in the following order of priority: (a) first, to the Transportation Debt Service Fund of the State, to reimburse the State’s General Fund for debt service paid with respect to specified State bonding programs; and (b) second, the remainder shall be allocated as follows: (i) 44% to the State Transportation Improvement Program, (ii) 12% to the State Highway Operation and Protection Program, the State’s highway safety improvement program, and (iii) and 44% evenly split between cities and counties using current Highway Users Tax Account formulas.

City of [CITY X] Gas Tax Revenues

Historic Gas Tax Revenues – City of [CITY X]. The following table details the historical Gas Tax Revenues received by the City of [CITY X], as apportioned under the California Streets and Highway Code to the City of [CITY X] for fiscal years 2001 through 2012.

**HISTORIC GAS TAX REVENUES
CITY OF [CITY X]
Fiscal Years 2001 through 2012**

<u>Fiscal Year</u>	<u>Section 2103</u>	<u>Section 2105</u>	<u>Section 2106</u>	<u>Section 2107</u>	<u>Totals ⁽¹⁾</u>
2001					
2002					
2003					
2004					
2005					
2006					
2007					
2008					
2009					
2010					
2011					
2012 ⁽²⁾					

(1) Does not include California Streets and Highways Code Section 2107.5 revenues.

(2) Estimated based on projections by the California Department of Finance and CaliforniaCityFinance.com.

Source: Underwriter.

Gas Tax Fund Financial Statements. The following tables present the Balance Sheet and the Schedule of Revenues, Expenditures, and Changes in Fund Balances relating to the City of [CITY X]'s Gas Tax Fund for the fiscal years ended June 30, 2006, through June 30, 2011.

**BALANCE SHEET
CITY OF [CITY X] GAS TAX FUND
For the Fiscal Years Ended June 30, 2006, through June 30, 2011**

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
ASSETS:						
Cash and investments						
Accounts Receivable						
Interest Receivable						
Total Assets						
LIABILITIES:						
Accounts Payable						
Accrued Liabilities						
Due to other funds						
Total liabilities						
FUND BALANCES:						
Reserved for: Debt Service						
Unreserved and Reported In:						
Special Revenue Funds						
Debt Service Fund						
Capital Projects Fund						
Total fund balance (deficit)						
Total Liabilities and fund balances						

Source: City of [CITY X] Comprehensive Annual Financial Reports for the applicable periods.

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
CITY OF [CITY X] GAS TAX FUND
For the Fiscal Years Ended June 30, 2006, through June 30, 2011**

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
REVENUES						
Intergovernmental						
Interest						
Total Revenues						
EXPENDITURES						
Public Works						
Capital Outlay						
Total Expenditures						
Excess (Deficiency) of Revenues over Expenditures						
Total Other Financing Sources (Uses)						
Transfers In						
Transfers Out						
Total Other Financing Sources (Uses)						
Net Change in Fund Balance						
Fund Balance (Deficit), Beginning of Year (July 1)						
Fund Balance (Deficit), End of Year (June 30)						

Source: City of [CITY X] Comprehensive Annual Financial Reports for the applicable periods.

Projected Gas Tax Revenues – City of [CITY X]. The following is a projection of Gas Tax Revenues as prepared by the Underwriter. These projections are based upon current circumstances and available information that the Underwriter and the City of [CITY X] believe to be reasonable. These projections assume no increase or decrease in Gas Tax Revenues from fiscal year 2012 levels during fiscal years 2013 through [2031]. The assumptions may be affected by numerous factors and there can be no assurance that such projections will be achieved.

**PROJECTED GAS TAX REVENUES
AND DEBT SERVICE COVERAGE
CITY OF [CITY X] GAS TAX FUND
For Fiscal Years Ending June 30, 2013, through June 30, [2031]**

Fiscal Year	Estimated 2011/12 Gas Tax Revenues ⁽¹⁾	Estimated Debt Service ⁽²⁾	Debt Service Coverage
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
[2031]			

(1) Projections are based on the actual allocations as reported by the California State Controller.
(2) Debt service based on an estimated \$_____ portion of the aggregate principal amount of the Certificates and a weighted average interest rate of _____%.
Source: Underwriter.

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City of [CITY Y] Gas Tax Revenues

Historic Gas Tax Revenues – City of [CITY Y]. The following table details the historical Gas Tax Revenues received by the City of [CITY Y], as apportioned under the California Streets and Highway Code to the City of [CITY Y] for fiscal years 2001 through 2012.

**HISTORIC GAS TAX REVENUES
CITY OF [CITY Y]
Fiscal Years 2001 through 2012**

<u>Fiscal Year</u>	<u>Section 2103</u>	<u>Section 2105</u>	<u>Section 2106</u>	<u>Section 2107</u>	<u>Totals ⁽¹⁾</u>
2001					
2002					
2003					
2004					
2005					
2006					
2007					
2008					
2009					
2010					
2011					
2012 ⁽²⁾					

(1) Does not include California Streets and Highways Code Section 2107.5 revenues.

(2) Estimated based on projections by the California Department of Finance and CaliforniaCityFinance.com.

Source: Underwriter.

Gas Tax Fund Financial Statements. The following tables present the Balance Sheet and the Schedule of Revenues, Expenditures, and Changes in Fund Balances relating to the City of [CITY Y]'s Gas Tax Fund for the fiscal years ended June 30, 2006, through June 30, 2011.

**BALANCE SHEET
CITY OF [CITY Y] GAS TAX FUND
For the Fiscal Years Ended June 30, 2006, through June 30, 2011**

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
ASSETS:						
Cash and investments						
Accounts Receivable						
Interest Receivable						
Total Assets						
LIABILITIES:						
Accounts Payable						
Accrued Liabilities						
Due to other funds						
Total liabilities						
FUND BALANCES:						
Reserved for: Debt Service						
Unreserved and Reported In:						
Special Revenue Funds						
Debt Service Fund						
Capital Projects Fund						
Total fund balance (deficit)						
Total Liabilities and fund balances						

Source: City of [CITY Y] Comprehensive Annual Financial Reports for the applicable periods.

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
CITY OF [CITY Y] GAS TAX FUND
For the Fiscal Years Ended June 30, 2006, through June 30, 2011**

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
REVENUES						
Intergovernmental						
Interest						
Total Revenues						
EXPENDITURES						
Public Works						
Capital Outlay						
Total Expenditures						
Excess (Deficiency) of Revenues over Expenditures						
Total Other Financing Sources (Uses)						
Transfers In						
Transfers Out						
Total Other Financing Sources (Uses)						
Net Change in Fund Balance						
Fund Balance (Deficit), Beginning of Year (July 1)						
Fund Balance (Deficit), End of Year (June 30)						

Source: City of [CITY Y] Comprehensive Annual Financial Reports for the applicable periods.

Projected Gas Tax Revenues – City of [CITY Y]. The following is a projection of Gas Tax Revenues as prepared by the Underwriter. These projections are based upon current circumstances and available information that the Underwriter and the City of [CITY Y] believe to be reasonable. These projections assume no increase or decrease in Gas Tax Revenues from fiscal year 2012 levels during fiscal years 2013 through [2031]. The assumptions may be affected by numerous factors and there can be no assurance that such projections will be achieved.

**PROJECTED GAS TAX REVENUES
AND DEBT SERVICE COVERAGE
CITY OF [CITY Y] GAS TAX FUND
For Fiscal Years Ending June 30, 2013, through June 30, [2031]**

<u>Fiscal Year</u>	<u>Estimated 2011/12 Gas Tax Revenues ⁽¹⁾</u>	<u>Estimated Debt Service ⁽²⁾</u>	<u>Debt Service Coverage</u>
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
[2031]			

(1) Projections are based on the actual allocations as reported by the California State Controller.
(2) Debt service based on an estimated \$_____ portion of the aggregate principal amount of the Certificates and a weighted average interest rate of _____%.
Source: Underwriter.

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City of Moreno Valley Gas Tax Revenues

Historic Gas Tax Revenues – City of Moreno Valley. The following table details the historical Gas Tax Revenues received by the City of Moreno Valley, as apportioned under the California Streets and Highway Code to the City of Moreno Valley for fiscal years 2001 through 2012.

**HISTORIC GAS TAX REVENUES
CITY OF MORENO VALLEY
Fiscal Years 2001 through 2012**

<u>Fiscal Year</u>	<u>Section 2103</u>	<u>Section 2105</u>	<u>Section 2106</u>	<u>Section 2107</u>	<u>Totals ⁽¹⁾</u>
2001	\$ --	\$ 874,261	\$603,415	\$1,154,529	\$2,632,205
2002	--	835,305	563,841	1,096,123	2,495,269
2003	--	994,884	681,000	1,321,202	2,997,086
2004	--	934,097	646,038	1,245,158	2,825,293
2005	--	970,088	677,417	1,288,940	2,936,445
2006	--	1,013,479	695,810	1,351,823	3,061,112
2007	--	1,061,978	730,800	1,419,674	3,212,452
2008	--	1,067,490	693,702	1,428,485	3,189,677
2009	--	987,777	589,621	1,314,670	2,892,068
2010	--	966,839	667,330	1,303,610	2,937,778
2011	1,518,890	975,744	598,019	1,302,599	4,395,252
2012 ⁽²⁾	2,207,603	1,010,511	625,019	1,344,778	5,187,911

(1) Does not include California Streets and Highways Code Section 2107.5 revenues.

(2) Estimated based on projections by the California Department of Finance and CaliforniaCityFinance.com.

Source: Underwriter.

Gas Tax Fund Financial Statements. The following tables present the Balance Sheet and the Schedule of Revenues, Expenditures, and Changes in Fund Balances relating to the City of Moreno Valley's Gas Tax Fund for the fiscal years ended June 30, 2006, through June 30, 2011.

**BALANCE SHEET
CITY OF MORENO VALLEY GAS TAX FUND
For the Fiscal Years Ended June 30, 2006, through June 30, 2011**

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
ASSETS:						
Cash and investments						
Due from other funds						
Due from ONTRAC JPA						
Due from other governments						
Taxes and accounts receivable, net						
Total Assets						
LIABILITIES:						
Accounts Payable						
Due to other funds						
Total liabilities						
FUND BALANCE:						
Reserved for: ONTRAC JPA receivable						
Unreserved, reported in special revenue funds						
Total fund balance (deficit)						
Total Liabilities and fund balances						

Source: City of Moreno Valley Comprehensive Annual Financial Reports for the applicable periods.

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
CITY OF MORENO VALLEY GAS TAX FUND
For the Fiscal Years Ended June 30, 2006, through June 30, 2011**

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
REVENUES						
Intergovernmental						
Investment Income						
Total Revenues						
EXPENDITURES						
General Government						
Public Works						
Capital Outlay						
Total Expenditures						
OTHER FINANCING SOURCES (USES)						
Transfers in						
Transfers out						
Total Other Financing Sources (Uses)						
Net Change in Fund Balance						
Fund Balance (deficit), Beginning of Year (July 1)						
Fund Balance (deficit), End of Year (June 30)						

Source: City of Moreno Valley Comprehensive Annual Financial Reports for the applicable periods.

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Projected Gas Tax Revenues – City of Moreno Valley. The following is a projection of Gas Tax Revenues as prepared by the Underwriter. These projections are based upon current circumstances and available information that the Underwriter and the City of Moreno Valley believe to be reasonable. These projections assume no increase or decrease in Gas Tax Revenues from fiscal year 2012 levels during fiscal years 2013 through [2031]. The assumptions may be affected by numerous factors and there can be no assurance that such projections will be achieved.

**PROJECTED GAS TAX REVENUES
AND DEBT SERVICE COVERAGE
CITY OF MORENO VALLEY GAS TAX FUND
For Fiscal Years Ending June 30, 2013, through June 30, [2031]**

Fiscal Year	Estimated 2011/12 Gas Tax Revenues ⁽¹⁾	Estimated Debt Service ⁽²⁾	Debt Service Coverage
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
[2031]			

(1) Projections are based on the actual allocations as reported by the California State Controller.
(2) Debt service based on an estimated \$_____ portion of the aggregate principal amount of the Certificates and a weighted average interest rate of ____%.
Source: Underwriter.

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MEASURE A REVENUES

Pursuant to each of the 2012 Installment Sale Agreements, each Local Agency will pledge its respective Measure A Revenues for the payment of Installment Sale Payments. The term “Measure A Revenues” is defined in each 2012 Installment Sale Agreement as revenues allocated to the applicable Local Agency from a retail transactions and use tax (Measure A funds) imposed in the County pursuant to the Measure A Sales Tax Act and Ordinance No. 02-001. In accordance with the Measure A Sales Tax Act, on November 5, 2002, more than two-thirds of the voters of the County voting on the measure approved Measure “A,” which authorized the imposition of a one-half of one percent (0.5%) sales tax on the gross receipts of retailers from the sale of tangible personal property sold in the County and a use tax at the same rate upon the storage, use, or other consumption in the County of such property purchased from any retailer for storage, use, or other consumption in the County (collectively, the “Measure A Tax”), subject to certain limited exceptions described below. The Measure A Tax commenced on July 1, 2009, is administered by the Riverside County Transportation Commission (the “Commission”), and will be collected for a thirty-year period ending on June 30, 2039.

On November 8, 1988, more than two-thirds of the voters approved Ordinance No. 88-01, the Riverside County Transportation Commission Transportation Expenditure Plan and Retail Transaction and Use Tax Ordinance, which authorized the imposition of a one-half of one percent (0.5%) sales tax on the gross receipts of retailers from the sale of tangible personal property sold in the County and a use tax at the same rate upon the storage, use, or other consumption in the County of such property purchased from any retailer for storage, use, or other consumption in the County, subject to certain limited exceptions (the “1988 Sales Tax”). The 1988 Sales Tax ceased to be effective on June 30, 2009, and the 1988 Sales Tax does not secure payment of the Certificates. The 1988 Sales Tax was levied by the Commission at the same rate and on the same types of transactions as the Measure A Tax. See “ – Historical 1988 Sales Tax and Measure A Revenues” below.

The Measure A Tax imposed in the County for transportation purposes and administered by the Commission is in addition to an eight and one-quarter percent sales or use tax levied statewide by the State. In general, the State Sales Tax applies to the gross receipts of retailers from the sale of tangible personal property. The State use tax is imposed on the storage, use, or other consumption in the State of property purchased from a retailer for such storage, use, or other consumption. Since the use tax does not apply to cases where the sale of the property is subject to the sales tax, the application of the use tax generally is to purchases made outside of the State for use within the State.

The Measure A Tax is generally imposed upon the same transactions and items subject to the sales and use tax levied by the State (hereinafter collectively referred to as the “State Sales Tax”), with generally the same exceptions. Many categories of transactions are exempt from the State Sales Tax and the Measure A Tax. The most important of these exemptions are: sales of food products for home consumption, prescription medicine, edible livestock and their feed, seed and fertilizer used in raising food for human consumption, and gas, electricity, and water when delivered to consumers through mains, lines, and pipes. In addition, “Occasional Sales” (i.e., sales of property not held or used by a seller in the course of activities for which he or she is required to hold a seller’s permit) are generally exempt from the State Sales Tax and from the Measure A Tax; however, the “Occasional Sales” exemption does not apply to the sale of an entire business and other sales of machinery and equipment used in a business. Sales of property to be used outside the County that are shipped to a point outside the County, pursuant to the

contract of sale, by delivery to such point by the retailer, or by delivery by the retailer to a carrier for shipment to a consignee, at such point, are exempt from the State Sales Tax and from the Measure A Tax.

Action by the State Legislature or by voter initiative could change the transactions and items upon which the State Sales Tax and the Measure A Tax are imposed. Such changes or amendments could have either an adverse or beneficial effect on Measure A Revenues. The Authority is not currently aware of any proposed legislative change which would have a material adverse effect on Measure A Revenues.

Riverside County Transportation Commission

The State Legislature created the Commission in 1976 as one of four transportation commissions designed to provide more local participation in and control of transportation matters in the southern California area. The Commission is charged with a number of responsibilities in serving the residents of the County, the most prominent of which is administering the sales tax program created by the Measure A Sales Tax Act. The Commission's other responsibilities include: (1) serving as the congestion management agency for the County and (2) serving as the Service Authority for Freeway Emergencies, which operates the freeway service patrol for the County.

Collection of Measure A Revenues

[CONFIRM/REVISE:] Collection of the Measure A Tax is administered by the California Board of Equalization (the "Board of Equalization"). The Commission and the Board of Equalization have entered into an agreement to authorize payment of Measure A Revenues directly to the Trustee. The Board of Equalization, after deducting amounts payable to itself, is required to remit the balance of amounts received from the Measure A Tax attributable to the applicable Local Agency directly to the Trustee. The Trustee is required to apply the Measure A Revenues to make deposits to the funds and accounts established under the Indenture. The remaining unapplied Measure A Revenues, if any, are transferred to the Commission for use for any purpose contemplated by the Ordinance. The fee that the Board of Equalization is authorized to charge for collection of the Measure A Tax is determined by State legislation. The Board of Equalization fee for collection of the Measure A Tax for fiscal year 2010-11 is estimated at \$1,389,200.

Allocation of Measure A Revenues to Local Agencies

[ADD DESCRIPTION OF ALLOCATION PROCEDURES FOR MEASURE A TAXES]

Historical 1988 Sales Tax and Measure A Revenues

City of [CITY X]. The following table sets forth the historical 1988 Sales Tax revenues (the 1988 Sales Tax was effective through June 30, 2009) and the historical Measure A Revenues (the Measure A Tax became effective on July 1, 2009) received by the City of [CITY X], as apportioned under the California Streets and Highway Code to the City of [CITY X] for fiscal years 2002 through 2012. The 1988 Sales Tax was levied by the Commission at the same rate and on the same types of transactions as the Measure A Tax.

**HISTORICAL 1988 SALES TAX AND MEASURE A REVENUES
CITY OF [CITY X]
Fiscal Years 2002 through 2012**

<u>Fiscal Year</u>	<u>Net 1988 Sales Tax/ Measure A Revenues ⁽¹⁾</u>	<u>Percent Change from Prior Fiscal Year</u>
2002		
2003		
2004		
2005		
2006		
2007		
2008		
2009		
2010		
2011		
2012 ⁽²⁾		

(1) Net of Board of Equalization’s administrative fee.
(2) Fiscal year 2012 includes only revenues apportioned from July 2011 through _____ 2011.
Source: City of [CITY X].

The City of [CITY X] is unable to predict if and when annual Measure A Revenues will increase. For a summary of historical taxable retail sales within the City of [CITY X], see the table entitled “Taxable Retail Sales” in “APPENDIX B – General Information Regarding Participating Local Agencies – City of [CITY X].”

The following table sets forth the maximum annual debt service coverage with respect to the portion of the Certificates allocable to the City of [CITY X]. The maximum annual debt service coverage is based upon Measure A Revenues plus Gas Tax Revenues for fiscal year 2010-11. See also “GAS TAX REVENUES - City of [CITY X] Gas Tax Revenues – Projected Gas Tax Revenues – City of [CITY X].”

**MAXIMUM ANNUAL DEBT SERVICE COVERAGE
BASED UPON FISCAL YEAR 2010-11 MEASURE A AND GAS TAX REVENUES
CITY OF [CITY X]**

<u>2010/11 Measure A Revenues ⁽¹⁾</u>	<u>2010/11 Gas Tax Revenues ⁽²⁾</u>	<u>Maximum Annual Debt Service ^{(2) (3)}</u>	<u>Debt Service Coverage ⁽²⁾</u>

(1) Source: City of [CITY X].
(2) Source: Underwriter.
(3) Debt service based on an estimated \$ _____ portion of the aggregate principal amount of the Certificates and a weighted average interest rate of _____%.

City of [CITY Y]. The following table sets forth the historical 1988 Sales Tax revenues (the 1988 Sales Tax was effective through June 30, 2009) and the historical Measure A Revenues (the Measure A Tax became effective on July 1, 2009) received by the City of [CITY Y], as apportioned under the California Streets and Highway Code to the City of [CITY Y] for fiscal years 2002 through 2012. The 1988 Sales Tax was levied by the Commission at the same rate and on the same types of transactions as the Measure A Tax.

**HISTORICAL 1988 SALES TAX AND MEASURE A REVENUES
CITY OF [CITY Y]
Fiscal Years 2002 through 2012**

<u>Fiscal Year</u>	<u>Net 1988 Sales Tax/ Measure A Revenues ⁽¹⁾</u>	<u>Percent Change from Prior Fiscal Year</u>
2002		
2003		
2004		
2005		
2006		
2007		
2008		
2009		
2010		
2011		
2012 ⁽²⁾		

(1) Net of Board of Equalization’s administrative fee.
(2) Fiscal year 2012 includes only revenues apportioned from July 2011 through _____ 2011.
Source: City of [CITY Y].

The City of [CITY Y] is unable to predict if and when annual Measure A Revenues will increase. For a summary of historical taxable retail sales within the City of [CITY Y], see the table entitled “Taxable Retail Sales” in “APPENDIX B – General Information Regarding Participating Local Agencies – City of [CITY Y].”

The following table sets forth the maximum annual debt service coverage with respect to the portion of the Certificates allocable to the City of [CITY Y]. The maximum annual debt service coverage is based upon Measure A Revenues plus Gas Tax Revenues for fiscal year 2010-11. See also “GAS TAX REVENUES - City of [CITY Y] Gas Tax Revenues – Projected Gas Tax Revenues – City of [CITY Y].”

**MAXIMUM ANNUAL DEBT SERVICE COVERAGE
BASED UPON FISCAL YEAR 2010-11 MEASURE A AND GAS TAX REVENUES
CITY OF [CITY Y]**

<u>2010/11 Measure A Revenues ⁽¹⁾</u>	<u>2010/11 Gas Tax Revenues ⁽²⁾</u>	<u>Maximum Annual Debt Service ^{(2) (3)}</u>	<u>Debt Service Coverage ⁽²⁾</u>

(1) Source: City of [CITY Y].
(2) Source: Underwriter.
(3) Debt service based on an estimated \$_____ portion of the aggregate principal amount of the Certificates and a weighted average interest rate of _____%.

City of Moreno Valley. The following table sets forth the historical 1988 Sales Tax revenues (the 1988 Sales Tax was effective through June 30, 2009) and the historical Measure A Revenues (the Measure A Tax became effective on July 1, 2009) received by the City of Moreno Valley, as apportioned under the California Streets and Highway Code to the City of Moreno Valley for fiscal years 2002 through 2012. The 1988 Sales Tax was levied by the Commission at the same rate and on the same types of transactions as the Measure A Tax.

**HISTORICAL 1988 SALES TAX AND MEASURE A REVENUES
CITY OF MORENO VALLEY
Fiscal Years 2002 through 2012**

<u>Fiscal Year</u>	<u>Net 1988 Sales Tax/ Measure A Revenues ⁽¹⁾</u>	<u>Percent Change from Prior Fiscal Year</u>
2002		
2003		
2004		
2005		
2006		
2007		
2008		
2009		
2010		
2011		
2012 ⁽²⁾		

(1) Net of Board of Equalization’s administrative fee.

(2) Fiscal year 2012 includes only revenues apportioned from July 2011 through _____ 2011.

Source: _____.

The City of Moreno Valley is unable to predict if and when annual Measure A Revenues will increase. For a summary of historical taxable retail sales within the City of Moreno Valley, see the table entitled “Taxable Retail Sales” in “APPENDIX B – General Information Regarding Participating Local Agencies – City of Moreno Valley.”

The following table sets forth the maximum annual debt service coverage with respect to the portion of the Certificates allocable to the City of Moreno Valley. The maximum annual debt service coverage is based upon Measure A Revenues plus Gas Tax Revenues for fiscal year 2010-11. See also “GAS TAX REVENUES - City of Moreno Valley Gas Tax Revenues – Projected Gas Tax Revenues – City of Moreno Valley.”

**MAXIMUM ANNUAL DEBT SERVICE COVERAGE
BASED UPON FISCAL YEAR 2010-11 MEASURE A AND GAS TAX REVENUES
CITY OF MORENO VALLEY**

<u>2010/11 Measure A Revenues ⁽¹⁾</u>	<u>2010/11 Gas Tax Revenues ⁽²⁾</u>	<u>Maximum Annual Debt Service ^{(2) (3)}</u>	<u>Debt Service Coverage ⁽²⁾</u>

(1) Source: City of Moreno Valley.

(2) Source: Underwriter.

(3) Debt service based on an estimated \$ _____ portion of the aggregate principal amount of the Certificates and a weighted average interest rate of _____%.

CERTIFICATE INSURANCE POLICY

The following information has been furnished by _____ (referred to herein as the “Certificate Insurer”) for use in this Official Statement. Reference is made to Appendix E for a specimen of the Certificate Insurance Policy.

[TO BE REVISED, AS APPLICABLE:]

Certificate Insurance Policy

Concurrently with the execution and delivery of the Certificates, the Certificate Insurer will issue its Certificate Insurance Policy for the Certificates. The Certificate Insurance Policy guarantees the scheduled payment of principal and interest with respect to the Certificates when due as set forth in the form of the Certificate Insurance Policy included as Appendix E to this Official Statement.

The Certificate Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut, or Florida insurance law.

[The Certificate Insurer]

[TO COME, AS APPLICABLE.]

RISK FACTORS

Investment in the Certificates involves risks that may not be appropriate for certain investors. The following is a discussion of certain risk factors that should be considered, in addition to other matters set forth herein, in evaluating the Certificates for investment. The information set forth below does not purport to be an exhaustive listing of the risks and other considerations that may be relevant to an investment in the Certificates. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

Installment Sale Payments Constitute Limited Obligations

The obligation of each Local Agency to make Installment Sale Payments under its 2012 Installment Sale Agreement is a special obligation of such Local Agency and does not constitute a debt of such Local Agency, the Authority, the other Local Agencies, the State, or any political subdivision of the State within the meaning of any constitutional or statutory debt limitation or restriction, and does not constitute an obligation for which such Local Agency, the other Local Agencies, the State, or any political subdivision of the State is obligated to levy or pledge any form of taxation or for which such Local Agency, the other Local Agencies, the State, or any political subdivision of the State has levied or pledged any form of taxation. The Authority has no taxing power.

Passive Revenue Source

The payment of principal and interest with respect to the Certificates is secured solely by a pledge by each Local Agency of such Local Agency's Gas Tax Revenues, Measure A Revenues, and certain funds under the applicable 2012 Installment Sale Agreement. None of the Local Agencies has any control over the amount of Gas Tax Revenues or Measure A Revenues to be received by such Local Agency because (1) the amount of Gas Tax Revenues received by such Local Agency is based on Statewide fuel consumption and none of the Local Agencies has any ability to control such consumption or to increase the rate at which such fuel is taxed within the State, and (2) none of the Local Agencies has any control over the collection or distribution procedures related to any State taxes, including taxes levied in connection with fuel consumption.

There can be no assurance that Gas Tax Revenues or Measure A Revenues will be available in the amounts estimated in this Official Statement. A decrease in fuel consumption in the State, which

would adversely affect the amount and/or availability of Gas Tax Revenues, could result from a variety of circumstances, including, without limitation, oil shortages or embargos, increased use of alternative fuel sources, or natural disasters. See also “RISK FACTORS – Gasoline Sales Subject to Fluctuation” below.

Additional Contracts

Subject to certain restrictions, each Local Agency is permitted to enter into other Contracts that constitute additional charges against its Gas Tax Revenues without the consent of Owners of the Certificates. See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Additional Contracts.” To the extent that other Contracts are executed by any Local Agency, the funds available to pay the Installment Sale Payments applicable to such Local Agency may be decreased.

Loss of Tax Exemption

As discussed under the heading “TAX MATTERS,” certain acts or omissions of a Local Agency in violation of its covenants in the Trust Agreement and the applicable 2012 Installment Sale Agreement could result in the interest represented by the Certificates being includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Certificates. Should such an event of taxability occur, the Certificates would not be subject to a special prepayment and would remain outstanding. Should such event of taxability be attributable solely to the acts or omissions of one Local Agency, such violation could result in the interest represented by the Certificates (attributable on a pro rata basis to such Local Agency’s Installment Sale Payments) being includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Certificates.

Limitations on Remedies; Bankruptcy

The rights of the owners of the Certificates are subject to the limitations on legal remedies against municipalities in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. Additionally, enforceability of the rights and remedies of the owners of the Certificates, and enforcement of any Local Agency’s obligations under the applicable 2012 Installment Sale Agreement, may become subject to the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor’s rights generally, now or hereafter in effect, equity principles that may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose and the limitations on remedies against cities in the State.

Bankruptcy proceedings under Chapter 9 of the Bankruptcy Code (Title 11, United States Code), which governs the bankruptcy proceedings for public agencies such as the Local Agencies and the Commission, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Certificates to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Special Counsel has limited its opinion as to the validity and enforceability of the 2012 Installment Sale Agreements and the Trust Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditor’s rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation, or modification of the rights of the Owners.

Constitutional Limitations on Appropriations

California law imposes various taxing, revenue, and appropriations limitations on public agencies such as the Local Agencies. See “CONSTITUTIONAL PROVISIONS AFFECTING LOCAL AGENCY REVENUES AND APPROPRIATIONS” herein for a discussion of these limitations.

Previous Diversion of Gas Tax Revenues

Prior to the approval by the California electorate of Proposition 22 (described below) on November 2, 2010, Section 6 of Article XIX of the California Constitution permitted the State to loan to the State General Fund the revenues derived from taxes imposed on gasoline and diesel fuels within the State (collectively, the “Fuel Tax Revenues”) if (a) any amount loaned was to be repaid in full during the same fiscal year in which the loan was made, except that repayment may be delayed until a date not more than 30 days after the date of enactment of the State budget bill for the subsequent fiscal year, or (b) any amount loaned was to be repaid in full within three fiscal years from the date on which the loan was made and one of the following had occurred: (1) the Governor had proclaimed a state of emergency and declared that the emergency will result in a significant negative fiscal impact to the State General Fund, or (2) the aggregate amount of State General Fund revenues for the current fiscal year, as projected by the Governor in a report to the State Legislature in May of the current fiscal year, was less than the aggregate amount of State General Fund revenues for the previous fiscal year, adjusted for the change in the cost of living and the change in population, as specified in the budget submitted by the Governor in the current fiscal year. In recent years, prior to the approval of Proposition 22, on a number of occasions, the State diverted Fuel Tax Revenues that would otherwise have been paid to local governments and repaid such amounts in full without interest at later specified dates.

In March 2010, the Legislature amended Section 2103.1 of the Streets and Highways Code to provide that, for the months of July, August, September, October, November, and December 2010, and January, February, and March 2011, no more than \$50,000,000 each month of Fuel Tax Revenues could be deferred and diverted from local governments (excluding certain exempted counties and cities) and instead paid to local governments by April 30, 2011. On November 2, 2010, the California electorate approved Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act of 2010 (“Proposition 22”), an initiative amendment to the California Constitution. Proposition 22 prohibits the State from raiding funds that are allocated to local government, public safety, and transportation purposes, including the local government portion of Fuel Tax Revenues. In December 2010, the California State Controller’s Office notified local governments that it had determined that Proposition 22 effectively prohibited such continued deferrals of Fuel Tax Revenues under Section 2103.1 of the Streets and Highways Code and that funds deferred from July through October 2010 would be repaid to local governments by April 30, 2011.

Other issues and uncertainties may arise with respect to the implementation or interpretation of, or the interaction between, the gasoline sales tax – gasoline excise tax swap (see “GAS TAX REVENUES – Statewide Gas Tax Revenues and Apportionments – 2010 Gasoline Sales Tax – Gasoline Excise Tax Swap”) and Proposition 22, and additional legislation may be enacted, including legislation purporting to amend or repeal Proposition 22, or litigation may be commenced with respect to those or other such matters. Any such legislation or litigation regarding, affecting, or purporting to amend or repeal such implementation, interpretation, interaction, or other matters may adversely impact Gas Tax Revenues to be received the Local Agency.

Gasoline Sales Subject to Fluctuation

The collection of taxes imposed on the purchase of motor vehicle fuels is necessarily subject to fluctuations in spending which is affected by, among other things, general economic cycles. Gas Tax

Revenues may increase along with the increasing fuel prices brought about by inflation, but collections also are vulnerable to adverse economic conditions and reduced spending and may decrease as a result. Consequently, the rate of collection of taxes imposed on the purchase of motor vehicle fuels and, particularly, Gas Tax Revenues may be expected to correspond generally to economic cycles, patterns of usage of automobiles and truck transport, alternative transportation and energy sources as may be developed, and changes in population and density, among other factors. The Local Agencies have no control over general economic cycles, alternate energy sources, or changes in usage over time, and is unable to predict what economic factors, demands, changes in use or cycles of collection will occur while the Certificates remain outstanding.

Measure A Tax

With limited exceptions, the Measure A Tax will be imposed upon the same transactions and items subject to the sales tax levied statewide by the State. The State Legislature or the voters within the State, through the initiative process, could change or limit the transactions and items upon which the statewide sales tax and the Measure A Tax are imposed. Any such change or limitation could have an adverse impact on the Measure A Revenues collected. For a further description of the Measure A Tax, see “MEASURE A REVENUES.”

No Liability of Authority to Owners

Subject to any provisions in the Trust Agreement to the contrary, the Authority has no obligation or liability to the Owners of the Certificates with respect to the payment when due of the Installment Sale Payments by the applicable Local Agency or with respect to the performance by such Local Agency of other agreements and covenants required to be performed by such Local Agency under its 2012 Installment Sale Agreement or the Trust Agreement, or with respect to the performance by the Trustee of any of the Trustee’s rights or obligations under the Trust Agreement.

Economic, Political, Social, and Environmental Conditions

Prospective investors are encouraged to evaluate current and prospective economic, political, social, and environmental conditions as part of an informed investment decision. Changes in economic, political, social, or environmental conditions on a local, state, federal, or international level may adversely affect investment risk generally. Such conditional changes may include (but are not limited to) the reduction or elimination of previously available State or federal revenues, fluctuations in business production, consumer prices, or financial markets, unemployment rates, technological advancements, shortages or surpluses in natural resources or energy supplies, changes in law, social unrest, fluctuations in the crime rate, political conflict, acts of war or terrorism, environmental damage and natural disasters.

CONSTITUTIONAL PROVISIONS AFFECTING LOCAL AGENCY REVENUES AND APPROPRIATIONS

Article XIII B of the California Constitution – Limitations on Appropriations

On November 6, 1979, State voters approved Proposition 4, the so-called Gann Initiative, which added Article XIII B to the California Constitution (“Article XIII B”). In June 1990, Article XIII B was amended by the voters through their approval of Proposition 111, which is described below under the caption “Proposition 111.” Article XIII B limits the annual appropriations of the State and of any city, county, school district, authority, or other political subdivision of the State to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population, and cost of services rendered by the governmental entity. The “base year” for establishing such appropriation limit is

fiscal year 1978-79. Increases in appropriations by a governmental entity are also permitted (i) if financial responsibility for providing services is transferred to the governmental entity, or (ii) for emergencies, so long as the appropriations limits for the three years following the emergency are reduced to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations of an entity of local government subject to Article XIII B include generally any authorization to expend during the fiscal year the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance, and disability insurance funds. Appropriations subject to limitation pursuant to Article XIII B do not include debt service on indebtedness existing or legally authorized as of January 1, 1979, on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990, levels. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to any entity of government from (i) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (ii) the investment of tax revenues, and (iii) certain State subventions received by local governments. Article XIII B includes a requirement that if an entity's revenues in any year exceed the amount permitted to be spent, the excess must be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

Article XIII B allows voters to approve a temporary waiver of a government's Article XIII B limit. Such a waiver is often referred to as a "Gann limit waiver." The length of any such waiver is limited to four years. The Gann limit waiver does not provide any additional revenues to any Local Agency or allow any such Local Agency to finance additional services.

Installment Sale Payments are subject to the Article XIII B appropriations limitations. For fiscal year 2009-10, the City of [CITY X] calculated its appropriations limit at \$_____, the City of [CITY Y] calculated its appropriations limit at \$_____, and the City of Moreno Valley calculated its appropriations limit at \$_____. For fiscal year 2010-11, the City of [CITY X] calculated its appropriations limit at \$_____, the City of [CITY Y] calculated its appropriations limit at \$_____, and the City of Moreno Valley calculated its appropriations limit at \$_____. For fiscal year 2011-12, the City of [CITY X] has budgeted its appropriations limit at \$_____, the City of [CITY Y] has budgeted its appropriations limit at \$_____, and the City of Moreno Valley has budgeted its appropriations limit at \$_____. None of the Local Agencies has ever made appropriations that exceeded the limitation on appropriations under Article XIII B. The impact of the appropriations limit on each Local Agency's financial needs in the future is unknown.

Articles XIII C and XIII D of the California Constitution – The Right to Vote on Taxes

On November 5, 1996, State voters approved Proposition 218, entitled the "Right to Vote on Taxes Act" ("Proposition 218"). Proposition 218 added Article XIII C ("Article XIII C") and Article XIII D ("Article XIII D") to the California Constitution, which Articles contain a number of provisions affecting the ability of local agencies to levy and collect both existing and future taxes, assessments, fees, and charges. The interpretation and application of certain provisions of Proposition 218 will ultimately be determined by the courts with respect to some of the matters discussed below. It is not possible at this time to predict with certainty the future impact of such interpretations. The provisions of Proposition 218, as so interpreted and applied, may affect the ability of the Local Agencies to meet certain obligations, as applicable.

Article XIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes, even if deposited in a general fund such as a general fund of any Local Agency, require a two-thirds vote. Article XIIC further provides that any general purpose tax imposed, extended, or increased, without voter approval, after December 31, 1994, may continue to be imposed only if approved by a majority vote in an election, which must be held within two years of November 5, 1996. None of the Local Agencies has imposed, extended, or increased any such taxes that are currently in effect.

Article XIIC also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees, and charges, regardless of the date such taxes, assessments, fees, and charges were imposed. Article XIIC expands the initiative power to include reducing or repealing assessments, fees, and charges, which had previously been considered administrative rather than legislative matters and therefore beyond the initiative power. This extension of the initiative power is not limited by the terms of Article XIIC to fees imposed after November 6, 1996, and absent other legal authority could result in the retroactive reduction in any existing taxes, assessments, fees, or charges. No assurance can be given that the voters within the jurisdiction of any Local Agency will not, in the future, approve initiatives which reduce or repeal, or prohibit the future imposition or increase of, local taxes, assessments, fees or charges currently comprising a substantial part of the Local Agency's general fund. "Assessments," "fees," and "charges" are not defined in Article XIIC, and it is unclear whether these terms are intended to have the same meanings for purposes of Article XIIC as for Article XIID described below. If not, the scope of the initiative power under Article XIIC potentially could include any general fund local tax, assessment, or fee not received from or imposed by the federal or State government or derived from investment income. None of the Local Agencies levies any property related "fees" or "charges" that it considers subject to challenge under Article XIIC.

The voter approval requirements of Proposition 218 reduce the flexibility of each Local Agency to raise revenues for its respective general fund, and no assurance can be given that any Local Agency will be able to impose, extend, or increase taxes in the future to meet increased expenditure needs.

Article XIID also added several new provisions relating to how local agencies may levy and maintain "assessments" for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments that exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that the assessment must confer a "special benefit," as defined in Article XIID, over and above any general benefits conferred, and (iii) a majority protest procedure that involves the mailing of a notice and a ballot to the record owner of each affected parcel, a public hearing, and the tabulation of ballots weighted according to the proportional financial obligation of the affected party. "Assessment" in Article XIID is defined to mean any levy or charge upon real property for a special benefit conferred upon the real property and applies to landscape and maintenance assessments for open space areas, street medians, street lights, and parks.

In addition, Article XIID added several provisions affecting "fees" and "charges," defined for purposes of Article XIID to mean "any levy other than an *ad valorem* tax, a special tax, or an assessment, imposed by [a local government] upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service." All new and existing property related fees and charges must conform to requirements prohibiting, among other things, fees and charges that (i) generate revenues exceeding the funds required to provide the property related service, (ii) are used for any purpose other than those for which the fees and charges are imposed, (iii) are for a service not actually used by, or immediately available to, the owner of the property in question, or (iv) are used for general governmental services, including police, fire, ambulance, or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. Depending on the interpretation of what constitutes a "property related fee" under Article XIID, there could be future restrictions on the ability of a Local Agency to charge its respective enterprise funds for various services

provided. Further, before any property related fee or charge may be imposed or increased, written notice must be given to the record owner of each parcel of land affected by such fee or charge. Each Local Agency must then hold a hearing upon the proposed imposition or increase and, if written protests against the proposal are presented by a majority of the owners of the identified parcels, the Local Agency may not impose or increase the fee or charge. Moreover, except for fees or charges for wastewater, water, and refuse collection services, or fees for electrical and gas service, which fees or charges are not treated as “property related” for purposes of Article XIID, no property related fee or charge may be imposed or increased without majority approval by the property owners subject to the fee or charge or, at the option of the local agency, two-thirds voter approval by the electorate residing in the affected area.

None of the Local Agencies believes that the provisions of Article XIIC or Article XIID will directly impact the Gas Tax Revenues available to such Local Agency to make its Installment Sale Payments required pursuant to the applicable 2012 Installment Sale Agreement.

Future Initiatives

Article XIIB, Article XIIC, and Article XIID were each adopted as measures that qualified for the ballot pursuant to the State’s Constitutional initiative process. From time to time other initiative measures could be adopted, affecting the ability of any of the Local Agencies to increase or apply revenues and to make or increase appropriations.

THE AUTHORITY

The Authority is a joint powers agency organized pursuant to a Joint Powers Agreement among a number of California counties, cities, and special districts entered into pursuant to the provisions relating to the joint exercise of powers contained in Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code. The Authority is authorized to participate in financings for the benefit of certain organizations described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Since its formation in 1988, the Authority has issued more than \$47.2 billion in tax-exempt financings. Any obligation, other than the obligation represented by the Certificates, previously or to be issued or otherwise incurred by the Authority will be secured by instruments separate and apart from the Trust Agreement and the 2012 Installment Sale Agreements. The holders of such other obligations of the Authority will have no claim on the security for the Certificates and the Owners will have no claim on the security of such other obligations issued by the Authority.

The Authority is governed by a seven-member commission and is currently comprised of three members from the California State Association of Counties, two members from the League of California Cities, one member from the City of Sacramento, and one member from the County of Sacramento (collectively, the “Commissioners”). Neither the Authority nor its Commissioners or officers have any obligations or liability to the Owners of the Certificates with respect to the payment of Installment Sale Payments by any Local Agency under its 2012 Installment Sale Agreement, or with respect to the performance of any Local Agency of other covenants made by such Local Agency in its 2012 Installment Sale Agreement.

TAX MATTERS

[TO BE CONFIRMED/REVISED BY SPECIAL COUNSEL:] In the opinion of Orrick, Herrington & Sutcliffe LLP (“Special Counsel”), Special Counsel to the Local Agencies, based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, the interest on the Installment Sale Payments paid by each Local Agency under its 2012 Installment Sale Agreement and received by the owners of the Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”) and is exempt from State of California personal income taxes. Special Counsel is of the further opinion that such interest is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Special Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Special Counsel is set forth in Appendix C hereto.

To the extent the issue price of any maturity of the Certificates is less than the amount to be paid at maturity of such Certificates (excluding amounts stated to be interest and payable at least annually over the term of such Certificates), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each Owner thereof, is treated as the interest on the Installment Sale Payments, which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Certificates is the first price at which a substantial amount of such maturity of the Certificates is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). The original issue discount with respect to any maturity of the Certificates accrues daily over the term to maturity of such Certificates on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Certificates to determine taxable gain or loss upon disposition (including sale, prepayment, or payment on maturity) of such Certificates. Owners of the Certificates should consult their own tax advisors with respect to the tax consequences of ownership of Certificates with original issue discount, including the treatment of Owners who do not purchase such Certificates in the original offering to the public at the first price at which a substantial amount of such Certificates is sold to the public.

Certificates purchased, whether at original execution and delivery or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier repayment date) (“Premium Certificates”) will be treated as having amortizable premium. No deduction is allowable for the amortizable premium in the case of obligations, like the Premium Certificates, the interest on the Installment Sale Payments of which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and an Owner’s basis in a Premium Certificate, will be reduced by the amount of amortizable premium properly allocable to such Owner. Owners of Premium Certificates should consult their own tax advisors with respect to the proper treatment of amortizable premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of the interest on the Installment Sale Payments. The Authority and each of the Local Agencies have made certain representations and covenanted to comply with certain restrictions, conditions, and requirements designed to ensure that the interest on the respective Installment Sale Payments will not be included in federal gross income. Inaccuracy of these

representations or failure to comply with these covenants may result in the interest on the respective Installment Sale Payments being included in gross income for federal income tax purposes, possibly from the date of original delivery of the Certificates. The opinion of Special Counsel assumes the accuracy of these representations and compliance with these covenants. Special Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Special Counsel's attention after the date of delivery of the Certificates may adversely affect the value of, or the tax status of the interest on, the Installment Sale Payments. Accordingly, the opinion of Special Counsel is not intended to, and may not, be relied upon in connection with any such actions, events, or matters.

Although Special Counsel is of the opinion that the interest on the Installment Sale Payments is excluded from gross income for federal income tax purposes and are exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of the interest on the Installment Sale Payments may otherwise affect an Owner's federal, state, or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Owner or the Owner's other items of income or deduction. Special Counsel expresses no opinion regarding any such other tax consequences.

Future legislative proposals, if enacted into law, clarification of the Code, or court decisions may cause the interest on the Installment Sale Payments to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislative proposals, clarification of the Code, or court decisions (including the matter below) may affect the market price for, or marketability of, the Certificates. Prospective purchasers of the Certificates should consult their own tax advisers regarding any pending or proposed federal tax legislation, as to which Special Counsel expresses no opinion.

The opinion of Special Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Special Counsel's judgment as to the proper treatment of the Certificates for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Special Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority or the Agencies, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof, or the enforcement thereof by the IRS. The Authority and the Local Agencies have covenanted, however, to comply with the requirements of the Code.

Special Counsel's engagement with respect to the Certificates ends with the delivery of the Certificates and, unless separately engaged, Special Counsel is not obligated to defend the Authority, the Local Agencies, or the Owners regarding the tax-exempt status of the Certificates in the event of an audit examination by the IRS. Under current procedures, parties other than the Authority, the Local Agencies, and their appointed counsel, including the Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the Authority or the Local Agencies legitimately disagree may not be practicable. Any action of the IRS, including but not limited to selection of the Certificates for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues may affect the market price for, or the marketability of, the Certificates, and may cause the Authority, the Local Agencies, or the Owners to incur significant expense.

RATINGS

It is anticipated that Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies ("S&P"), will assign its municipal bond rating of "___" to the Certificates, based on the issuance of the Certificate Insurance Policy by the Certificate Insurer. In addition, S&P has assigned an underlying municipal bond rating of "___" to the Certificates. There is no assurance that any such ratings will be in effect for any given period of time or that either or both will not be revised downward or withdrawn entirely by the rating agency if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal may have an adverse effect on the market price of the Certificates. Such ratings reflect only the views of the rating agency furnishing such ratings and an explanation of the significance of a rating may be obtained only from such rating agency.

CONTINUING DISCLOSURE

Each Local Agency will covenant in separate Continuing Disclosure Agreements to provide certain financial information and operating data and notices of certain listed events and to file such information and notices with the Municipal Securities Rulemaking Board. The specific nature of the information required to be provided is set forth in the Continuing Disclosure Agreement, a form of which is attached hereto as Appendix D. These covenants are being made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), as amended. **[EACH LOCAL AGENCY TO CONFIRM:]** None of the Local Agencies has ever failed to provide any previous continuing disclosure or notices of listed events. See "APPENDIX D – FORM OF LOCAL AGENCY CONTINUING DISCLOSURE AGREEMENT."

UNDERWRITING

The Certificates are being purchased by E. J. De La Rosa & Co., Inc. (the "Underwriter"). The Underwriter has agreed to purchase the Certificates at a price of \$_____ (which represents the aggregate principal amount of the Certificates, [less/plus] a net original issue [discount/premium] of \$_____, less an Underwriter's discount of \$_____.

The contract of purchase pursuant to which the Certificates are being purchased by the Underwriter provides that the Underwriter will purchase all of the Certificates if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in the contract of purchase.

The Underwriter may offer and sell the Certificates to certain dealers and others at prices or yields different from the prices or yields stated on the cover page of this Official Statement. In addition, the offering prices or yields may be changed from time to time by the Underwriters.

Although the Underwriter expects to maintain a secondary market in the Certificates after the initial offering, no guaranty can be made that such a market will develop or be maintained by the Underwriter or others.

NO LITIGATION

The Authority

[AUTHORITY TO CONFIRM:] To the knowledge of the Authority, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental agency, public board, or body, pending against the Authority seeking to restrain or enjoin the execution, delivery,

or sale of the Certificates, or in any way contesting or affecting any proceedings of the Authority taken concerning the sale thereof, the pledge or application of any moneys or security provided for the payment of the Certificates, the validity or enforceability of the documents executed by the Authority in connection with the Certificates, the completeness or accuracy of this Official Statement, or the existence or powers of the Authority relating to the sale of the Certificates.

The Local Agencies

[EACH LOCAL AGENCY TO CONFIRM:] Each Local Agency will certify that there is no action, suit, or proceeding known to such Local Agency to be pending or, to the best knowledge of such Local Agency, threatened, restraining, or enjoining the execution or delivery of the Certificates, the Trust Agreement, or its 2012 Installment Sale Agreement, or in any way contesting or affecting the validity of the foregoing or any proceeding of such Local Agency taken with respect to any of the foregoing or that will materially affect the ability of such Local Agency to pay its Installment Sale Payments when due.

CERTAIN LEGAL MATTERS

The validity and enforceability of the 2012 Installment Sale Agreements and the Trust Agreement and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Special Counsel to the Local Agencies. A complete copy of the proposed form of Special Counsel opinion is contained in Appendix C hereto. Special Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the Authority by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, for the City of [CITY X] by _____, [City], California, for the City of [CITY Y] by _____, [City], California, for the City of Moreno Valley by _____, [City], California, and for the Underwriter by Goodwin Procter LLP, Los Angeles, California, as Underwriter's Counsel.

MISCELLANEOUS

The purpose of this Official Statement is to supply information to prospective buyers of the Certificates. Quotations from and summaries and explanations of the Certificates and other documents contained herein do not purport to be complete and reference is made to said documents for full and complete statements of their provisions.

This Official Statement and its distribution have been duly authorized and approved by the Authority and each Local Agency.

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY,
As agent for and on behalf of the Local Agencies

By: _____
[CONFIRM:] Member of the Commission

APPENDIX A

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

The following summary discussion of selected provisions of the Trust Agreement and the 2012 Installment Sale Agreement is made subject to all of the provisions of such documents. This summary discussion does not purport to be a complete statement of said provisions and prospective purchasers of the Certificates are referred to the complete texts of said documents, copies of which are available upon request sent to the Trustee.

[TO BE PROVIDED BY BOND COUNSEL]

APPENDIX B

**GENERAL INFORMATION REGARDING
PARTICIPATING LOCAL AGENCIES**

The Certificates do not constitute a general obligation debt of any of the participating Local Agencies, and none of the Local Agencies has pledged its full faith and credit to the repayment of the Certificates. The following information regarding the City of [CITY X], the City of [CITY Y] and the City of Moreno Valley is presented for informational purposes only. The Certificates are payable solely from the sources described in the Official Statement.

CITY OF [CITY X]

[TO COME]

CITY OF [CITY Y]

[TO COME]

CITY OF MORENO VALLEY

General

The City of Moreno Valley, California (the “City of Moreno Valley”), is located in Riverside County, California (“Riverside County”), approximately ___ miles _____ of the City of Los Angeles. The City of Moreno Valley covers approximately ___ square miles at an average elevation of ___ feet [below/above] sea level. The area surrounding the City of Moreno Valley is largely [DESCRIBE AREA]. The City of Moreno Valley has a temperate climate, with a mean average temperature of ___ degrees Fahrenheit and average annual rainfall of _____ inches. The City of Moreno Valley employs ___ full time employees. Much of the economy of the City of Moreno Valley and the surrounding community involves [DESCRIBE GENERAL ECONOMY].

Government

The City of Moreno Valley was incorporated in 19__ and operates as a [CONFIRM/REVISE:] general law city with a council-manager form of government. The five members of the City Council of the City of Moreno Valley (the “Moreno Valley City Council”) are elected at large for staggered ____ - year terms. The Moreno Valley City Council [CONFIRM/REVISE:] elects one of its members as Mayor every two years, and the other four members rotate the position of Mayor Pro-Tem on an annual basis. The current members of the Moreno Valley City Council, and their respective offices, are listed below:

Name

Office

- Mayor
- Mayor Pro Tem
- Councilmember
- Councilmember
- Councilmember

Population

The following table describes the population in the City of Moreno Valley for the calendar years 2002 through 2011.

**City of Moreno Valley
Population
Calendar Years 2002 through 2011**

<u>January 1</u>	<u>Population</u>
2002	
2003	
2004	
2005	
2006	
2007	
2008	
2009	
2010	
2011	

Source: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2010-11.

Labor Force and Unemployment

According to State of California Employment Development Department statistics, in June 2011, the City of Moreno Valley had a labor force of approximately _____ workers and an unemployment rate of approximately ____%. For the same period, the County of _____ had a labor force of approximately _____ workers and an unemployment rate of approximately ____%.

Major Employers

The following table describes the largest employers within the City of Moreno Valley as of June 2011.

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u>	<u>Percentage of Total City of Moreno Valley Employment</u> %

Source: City of Moreno Valley.

Property Tax Rates

In June of 1978, California voters approved Proposition 13 (the Jarvis-Gann Initiative), which added Article XIII A to the California Constitution (“Article XIII A”). Article XIII A limits *ad valorem* taxes on real property to 1% of the full cash value, plus taxes necessary to repay indebtedness approved by the voters prior to July 1, 1978. Voter-approved obligations that impact the residents of the City of Moreno Valley are comprised of debts incurred by [CITY OF MORENO VALLEY TO LIST VOTER-APPROVED OBLIGATIONS: _____, _____, and _____ (collectively, the “City of Moreno Valley Voter-Approved Obligations”). The following table describes the City of Moreno Valley’s direct and overlapping property tax rates for fiscal years 2002 through 2011.

**City of Moreno Valley
Direct and Overlapping Property Tax Rates
Fiscal Years 2002 through 2011**

<u>Fiscal Year Ended June 30</u>	<u>Article XIII A Basic Tax Rate</u>	<u>City of Moreno Valley Voter-Approved Obligations</u>	<u>Total Direct and Overlapping Property Tax Rates</u>
2002	1.00%		
2003	1.00		
2004	1.00		
2005	1.00		
2006	1.00		
2007	1.00		
2008	1.00		
2009	1.00		
2010	1.00		
2011	1.00		

Source: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2010-11.

Property Tax Levies, Collections, and Delinquencies

[CONFIRM/COMPLETE:] In Riverside County, property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll becomes tax delinquent on June 30. Such property may thereafter be prepaid by payment of the delinquent taxes plus the delinquency penalty, plus a prepayment penalty of one and one-half percent per month to the time of prepayment. If taxes remain unpaid for a period of five years or more, the property is subject to sale by the Riverside County Tax Collector.

[CONFIRM/COMPLETE:] In Riverside County, property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of one and one-half percent per month begins to accrue on November 1. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer, (2) filing a certificate in the office of the Riverside County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer, (3) filing a certificate of delinquency for record in the Riverside County Recorder’s office in order to obtain a lien on certain property of the taxpayer, and (4) seizure and sale of personal property, improvements, or possessory interests belonging or assessed to the taxpayer.

[CONFIRM/REVISE:] Riverside County has adopted the Teeter Plan pursuant to Sections 4701 through 4717 of the California Revenue and Taxation Code (the “Teeter Plan”). The Teeter Plan permits counties to use a method of apportioning taxes whereby all local agencies, including cities, receive from such counties 100% of their respective share of the amount of secured ad valorem taxes levied, without

regard to actual collections of the taxes levied. So long as the Teeter Plan is continued within Riverside County, the local agencies within Riverside County (including the City of Moreno Valley) are, in effect, guaranteed the full amount of their respective share of the amount of secured *ad valorem* property taxes levied.

The following table details the City of Moreno Valley's property tax levies and collections for fiscal years 2007 through 2011.

**City of Moreno Valley
Property Tax Levies and Collections
Fiscal Years 2007 through 2011**

Year Ended June 30	Taxes Levied for the Fiscal Year ⁽¹⁾	Collected Within the Fiscal Year of Levy	
		Amount	Percent of Levy
2007	\$	\$	%
2008			
2009			
2010			
2011			

(1) Amounts include City of Moreno Valley property taxes, redevelopment tax increment, and in-lieu vehicle license fees.

Source: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2010-11.

Assessed Property Values

The following table details the assessed value of the secured and unsecured real property within the City of Moreno Valley for fiscal years 2002 through 2011.

**City of Moreno Valley
Assessed Value of Taxable Property
Fiscal Years 2002 through 2011**

Year Ended June 30	Assessed Value of Secured Real Property	Assessed Value of Public Utility Property	Assessed Value of Unsecured Real Property	Total Assessed Value
2002	\$	\$	\$	\$
2003				
2004				
2005				
2006				
2007				
2008				
2009				
2010				
2011				

Source: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2010-11.

Principal Taxpayers

The following table lists the top ten property taxpayers in the City of Moreno Valley as of June 30, 2011.

**City of Moreno Valley
Top Ten Property Taxpayers**

<u>Taxpayer</u>	<u>Taxable Assessed Value</u> \$	<u>Percentage of Total Taxable Assessed Value</u> %
Total	\$	%

Source: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2010-11.

Outstanding Debt

The City of Moreno Valley uses a variety of tax increment, revenue, and lease indebtedness to finance various capital acquisitions. The outstanding balances for indebtedness during fiscal years 2006 through 2011 are set forth in the following table.

**City of Moreno Valley
Outstanding Debt
Fiscal Years 2006 through 2011
(Amounts expressed in thousands, except Per Capita)**

Fiscal Year Ended June 30	Governmental Activities					Business-Type Activities					Total Governmental Debt	Primary Total Revenue	Percentage of Total Revenue	
	Redevelopment Loan	Redevelopment Bonds	Financing Authority Notes	Capital Leases	Compensated Absences	Refunding Bonds	Revenue Bonds	Revolving Fund Loan	Certificates of Participation	Capital Leases				
2006														
2007														
2008														
2009														
2010														
2011														

Source: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2010-11.

Taxable Retail Sales

Consumer spending in calendar year 2011 resulted in \$ _____ in taxable sales in the City of Moreno Valley, which is approximately ____% below calendar year 2010. The following table describes the total taxable sales in the City of Moreno Valley for calendar years 2006 through 2011.

**City of Moreno Valley
Taxable Retail Sales
Calendar Years 2006 through 2011
(000s omitted)**

<u>Year</u>	<u>Retail Stores</u>	<u>Total Outlets</u>
2006	\$	\$
2007		
2008		
2009		
2010		
2011		

Source: California State Board of Equalization.

The following table describes the taxable sales in the City of Moreno Valley for each type of business for calendar year 2011.

**City of Moreno Valley
Taxable Retail Sales for Each Type of Business
Calendar Year 2011
(000s omitted)**

	<u>2010</u>
Motor Vehicle and Parts Dealers	\$
Home Furnishings and Appliance Stores	
Building Materials and Garden Equipment and Supplies	
Food and Beverage Stores	
Gasoline Stations	
Clothing and Clothing Accessories Stores	
General Merchandise Stores	
Food Services and Drinking Places	
Other Retail Group	
Total Retail and Food Services	\$
All Other Outlets	
Total All Outlets ⁽¹⁾	\$

(1) Totals may not add due to rounding.
Source: California State Board of Equalization.

Building Activity

The following table summarizes building activity valuations in the City of Moreno Valley during the fiscal years 2005 through 2011.

**City of Moreno Valley
Building Activity Valuations
Fiscal Years 2004 through 2010
(000s omitted)**

<u>Fiscal Year</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Residential Valuation	\$	\$	\$	\$	\$	\$	\$
Commercial Valuation							
Total Valuation	\$	\$	\$	\$	\$	\$	\$

Source: City of Moreno Valley.

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APPENDIX C

PROPOSED FORM OF SPECIAL COUNSEL OPINION

[Date of Delivery]

Participants identified
in the Trust Agreement

California Communities
Gas Tax Revenue Certificates of Participation,
Series 2012 (T.R.I.P. – Total Road Improvement Program)
(Final Opinion)

Ladies and Gentlemen:

We have acted as special counsel to various local agencies (the “Participants”) in connection with the execution and delivery of California Communities Gas Tax Revenue Certificates of Participation, Series 2012__ (T.R.I.P. – Total Road Improvement Program), evidencing principal in the aggregate amount of \$_____ (the “Certificates”). In such connection, we have reviewed the Installment Sale Agreements, each dated as of [MONTH] 1, 2012 (the “Installment Sale Agreements”), between the related Participant and the California Statewide Communities Development Authority (the “Authority”), the Trust Agreement, dated as of [MONTH] 1, 2012 (the “Trust Agreement”), among the Authority, the Participants and Wells Fargo Bank, National Association, as trustee (the “Trustee”), the Tax Certificate of each Participant, dated the date hereof (the “Tax Certificate”), opinions of counsel to the Participants, the Authority, the Trustee and others, certificates of the Participants, the Authority, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Installment Sale Agreements and the Trust Agreement.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions, including a default judgment rendered on _____, by the Superior Court of the State of California for the County of _____ in the action entitled *City of _____ v. All Persons Interested in the Matter, etc.*, Case No. _____, and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this opinion speaks only as of its date and is not intended to, and may not, be relied upon in connection with any such actions, events or matters. Our engagement with respect to the Certificates has concluded with their execution and delivery, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Participants. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the first paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Installment Sale Agreements, the Trust Agreement and the Tax Certificates, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Installment Sale Payments evidenced by the Certificates to be included in gross income for federal income tax purposes.

In addition, we call attention to the fact that the rights and obligations under the Certificates, the Installment Sale Agreements, the Trust Agreement and the Tax Certificate and their enforceability may be

subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against public entities such as cities in the State of California. We express no opinion with respect to the enforceability of any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the real or personal property described in the Installment Sale Agreements or the accuracy or sufficiency of the description contained therein of any such property. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Certificates and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. Each Installment Sale Agreement and the Trust Agreement have been duly executed and delivered by, and constitute the valid and binding obligations of, the related Participant.

2. The obligation of each Participant to pay the Installment Sale Payments, and the interest thereon, and other payments required to be made by it under the Installment Sale Agreement is a special obligation of said Participant payable, in the manner provided in the related Installment Sale Agreement, solely from Revenues and other funds provided for in the Installment Sale Agreement lawfully available therefor.

3. Assuming due authorization, execution and delivery of the Trust Agreement and the Certificates by the Trustee, the Certificates are entitled to the benefits of the Trust Agreement.

4. Interest on the Installment Sale Payments paid by the Participants under the Installment Sale Agreements and received by the registered owners of the Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. Such interest is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that it is included in adjusted current earnings when calculating corporate alternative minimum taxable income. We express no opinion regarding other tax consequences related to the accrual or receipt of such interest or the ownership or disposition of the Certificates.

Faithfully yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

per

APPENDIX D

FORM OF LOCAL AGENCY CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”) is executed and delivered by and between the [LOCAL AGENCY] (the “Reporting Local Agency”), and Wells Fargo Bank, National Association, in its capacity as dissemination agent (the “Dissemination Agent”), in connection with the execution and delivery of the California Communities Gas Tax Revenue Certificates of Participation, Series 2012__ (T.R.I.P. – Total Road Improvement Program), in an aggregate principal amount of \$_____ (the “Certificates”). The Certificates are being executed and delivered Wells Fargo Bank, National Association, as trustee (the “Trustee”), pursuant to the provisions of that certain Trust Agreement, dated as of [MONTH] 1, 2012 (the “Trust Agreement”), by and among the Authority, the Trustee, and the Reporting Local Agency, in order to provide funds to finance the acquisition, construction, and improvement of certain public improvements within the jurisdiction of the Reporting Local Agency. The Reporting Local Agency and the Dissemination Agent hereby certify, covenant, and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the parties hereto for the benefit of the holders and beneficial owners of the Certificates and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) promulgated under the Securities and Exchange Act of 1934.

Section 2. Definitions. In addition to the definitions set forth in the Trust Agreement and in the 2012 Installment Sale Agreement, dated as of [MONTH] 1, 2012 (the “2012 Installment Sale Agreement”), by and between the California Statewide Communities Development Authority (the “Authority”) and the Reporting Local Agency, which apply to any capitalized terms used in this Disclosure Agreement, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” shall mean any Annual Report provided by the Reporting Local Agency pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“*Annual Report Date*” shall mean the date in each year that is nine (9) months after the end of the Reporting Local Agency’s fiscal year, the end of which, as of the date of this Disclosure Agreement, is June 30.

“*Certificate Insurer*” shall mean _____, a [CONFIRM/REVISE:] New York stock insurance company, or any successor thereto or assignee thereof.

“*Dissemination Agent*” shall mean, initially, Wells Fargo Bank, National Association, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent that is so designated in writing by the Reporting Local Agency and has filed with the then-current Dissemination Agent a written acceptance of such designation.

“*Listed Events*” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“*MSRB*” shall mean the Municipal Securities Rulemaking Board.

“*Official Statement*” means the Official Statement dated _____, 2012, relating to the Certificates.

“*Participating Underwriter*” shall mean E. J. De La Rosa & Co., Inc., the original underwriter of the Certificates required to comply with the Rule in connection with offering of the Certificates.

“*Rule*” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“*SEC*” shall mean the Securities and Exchange Commission.

Section 3. Provision of Annual Reports.

(a) The Reporting Local Agency shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2012, provide to MSRB and the Certificate Insurer an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than 15 calendar days prior to said date, the Reporting Local Agency shall provide its Annual Report to the Dissemination Agent, if such Dissemination Agent is a different entity than the Reporting Local Agency. The Annual Report must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as is prescribed by MSRB, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that any audited financial statements of the Reporting Local Agency may be submitted separately from the balance of the Annual Report, and not later than the date required above for the filings of the Annual Report. If the Reporting Local Agency’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The Reporting Local Agency shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished hereunder. The Dissemination Agent may conclusively rely upon such certification of the Reporting Local Agency and shall have no duty or obligation to review such Annual Report.

(b) If the Reporting Local Agency is unable to provide to MSRB an Annual Report by the date required in subsection (a), the Reporting Local Agency shall send to MSRB a notice in substantially the form attached as Exhibit A. Such notice must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as prescribed by MSRB.

(c) The Dissemination Agent shall:

1. provide any Annual Report received by it to MSRB by the date required in subsection (a);
2. file a report with the Reporting Local Agency and the Trustee (if the Dissemination Agent is other than the Trustee) certifying that the Annual Report has been provided to MSRB pursuant to this Disclosure Agreement and stating the date it was provided; and
3. take any other actions mutually agreed upon between the Dissemination Agent and the Reporting Local Agency.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements of the Reporting Local Agency, which include information regarding the funds and accounts of the Reporting Local Agency, if any, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to

time by the Governmental Accounting Standards Board. If such audited financial statements are not available at the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information with respect to the Reporting Local Agency and the Certificates for the fiscal year to which the Annual Report relates, which information may be provided by its inclusion in the audited financial statements of the Reporting Local Agency for such fiscal year described in subsection (a) above:

1. Principal amount of the Certificates outstanding (including principal amount and years of maturity of Certificates, if any, called for prepayment in advance of maturity) and any bonds or certificates of participation issued or executed and delivered, as applicable, to refund the same.
2. Balance in the funds and accounts established under the Trust Agreement or the 2012 Installment Sale Agreement.
3. If the amount on deposit in the Reserve Subaccount applicable to the Reporting Local Agency held in the Reserve Fund is not equal to the applicable Reserve Fund Requirement, the amount of the delinquency or surplus, as applicable.
4. A description of the status of construction of the Reporting Local Agency's Project, including (i) a description of any land use entitlements acquired or amended with respect to any portion of the Project during the period covered by the Annual Report, and (ii) any previously undisclosed legislative, administrative, or judicial challenges to the development of the Project, if material.
5. Any material changes to the Reporting Local Agency's expectations with regard to the anticipated or projected Gas Tax Revenues and Measure A Revenues, as disclosed in the Official Statement.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Reporting Local Agency or related public entities, that are available to the public on MSRB's Internet Web site or filed with the SEC. If the document included by reference is a final official statement, it must be available from MSRB. The Reporting Local Agency shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Reporting Local Agency shall give, or cause to be given, not in excess of ten business days after the occurrence of any of the following events, notice of the occurrence of such event with respect to the Certificates:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of any credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

7. Modifications to rights of security holders, if material.

8. Certificate calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayments of the securities, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership, or similar event of the Reporting Local Agency [this Listed Event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Reporting Local Agency in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Reporting Local Agency, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Reporting Local Agency].

13. Consummation of a merger, consolidation, or acquisition involving the Reporting Local Agency or the sale of all or substantially all of the assets of the Reporting Local Agency, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Upon and after the occurrence of a Listed Event listed under subsection (a)(2), (a)(7), (a)(8), (a)(10), (a)(13), or (a)(14) above, the Reporting Local Agency shall as soon as possible determine if such event would be material under applicable federal securities laws. If the Reporting Local Agency determines that knowledge of the occurrence of such Listed Event would be material under applicable federal securities laws, the Reporting Local Agency shall file a notice of such occurrence with MSRB, with a copy to the Trustee, the Certificate Insurer, and the Participating Underwriter, within ten business days after the occurrence of such Listed Event. Such notice must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as prescribed by MSRB.

(c) Within ten business days after the occurrence of any Listed Event (other than a Listed Event listed under subsection (a)(2), (a)(7), (a)(8), (a)(10), (a)(13), or (a)(14) above), the Reporting Local Agency shall file a notice of such occurrence with MSRB, with a copy to the Trustee, the Certificate Insurer, and the Participating Underwriter. Such notice must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as prescribed by MSRB.

Section 6. Termination of Reporting Obligation. The obligations of the Reporting Local Agency and the Dissemination Agent specified in this Disclosure Agreement shall terminate upon the legal defeasance, prior prepayment, or payment in full of all of the Certificates. If such termination occurs prior to the final maturity of the Certificates, the Reporting Local Agency shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The Reporting Local Agency may from time to time appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Reporting Local Agency shall act as Dissemination Agent. The initial Dissemination Agent shall be Wells Fargo Bank, National Association.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Reporting Local Agency may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to annual or event information to be provided hereunder, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Reporting Local Agency or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel have complied with the requirements of the Rule at the time of the primary offering of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver (i) is approved by holders of the Certificates in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of holders, or (ii) does not, in the opinion of the Reporting Local Agency or nationally recognized bond counsel, materially impair the interest of Certificates owners.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the annual financial information containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the Reporting Local Agency to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to MSRB.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Reporting Local Agency from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that

which is required by this Disclosure Agreement. If the Reporting Local Agency chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Reporting Local Agency shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Reporting Local Agency to comply with any provisions of this Disclosure Agreement any Participating Underwriter or any holder or beneficial owner of the Certificates, or the Trustee on behalf of the holders of the Certificates, may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Reporting Local Agency to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed a default under the Trust Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Reporting Local Agency to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Reporting Local Agency agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities that it may incur arising out of or in the exercise or performance of its duties as described hereunder, if any, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Reporting Local Agency under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Certificates. The Dissemination Agent shall not be responsible in any manner for the format or content of any notice or Annual Report prepared by the Reporting Local Agency pursuant to this Disclosure Agreement. The Reporting Local Agency shall pay the reasonable fees and expenses of the Dissemination Agent for its duties as described hereunder.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Reporting Local Agency, the Dissemination Agent, the Trustee, the Participating Underwriter and holders and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

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Section 13. Counterparts. This Disclosure Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Date: [Closing Date]

[REPORTING LOCAL AGENCY]

By: _____
Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Dissemination Agent

By: _____
Authorized Signatory

EXHIBIT A TO CONTINUING DISCLOSURE AGREEMENT

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor: [REPORTING LOCAL AGENCY]

Name of Certificates: California Communities Gas Tax Revenue Certificates of Participation,
Series 2012__ (T.R.I.P. – Total Road Improvement Program)

Date of Execution and Delivery: [Closing Date]

NOTICE IS HEREBY GIVEN that the City of [REPORTING LOCAL AGENCY], California (the “Reporting Local Agency”) has not provided an Annual Report with respect to the above-named Certificates as required by the Continuing Disclosure Agreement, dated [Closing Date]. The Reporting Local Agency anticipates that the Annual Report will be filed by _____.

Dated: _____

[REPORTING LOCAL AGENCY]

By: _____
Authorized Signatory

APPENDIX E
SPECIMEN MUNICIPAL BOND INSURANCE POLICY

[TO BE PROVIDED BY BOND INSURER]

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§[PRINCIPAL AMOUNT]
CALIFORNIA COMMUNITIES
GAS TAX REVENUE CERTIFICATES OF PARTICIPATION, SERIES 2012__
(T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)

[BPA DATE], 2012

CERTIFICATE PURCHASE AGREEMENT

California Local Agencies
As listed in Exhibit A hereto

California Statewide Communities Development Authority
1100 K Street, Suite 101
Sacramento, California 95814

Ladies and Gentlemen:

E. J. De La Rosa & Co., Inc. (the “**Underwriter**”), offers to enter into this Certificate of Purchase Agreement (this “**Purchase Contract**”) with the local agencies identified in Exhibit A hereto (severally and not jointly) (each, a “**Local Agency**” and, collectively, the “**Local Agencies**”) and the California Statewide Communities Development Authority (the “**Authority**”) with regard to the California Communities Gas Tax Revenue Certificates of Participation, Series 2012__ (T.R.I.P. – Total Road Improvement Program) (the “**Certificates**”), which Purchase Contract, upon the acceptance hereof by the Local Agencies and the Authority, will be binding upon the Authority, the Local Agencies, and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the Authority and the Local Agencies and the delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, and, if it is not so accepted, such offer may be withdrawn by the Underwriter upon written notice to the Local Agencies and the Authority by the Underwriter at any time before its acceptance. The Authority is acting as sponsor of the California Communities’ T.R.I.P – Total Road Improvement Program (the “**Program**”) and, pursuant to the 2012 Installment Sale Agreements (as defined herein), will appoint the Local Agencies agents with respect to certain aspects of such Local Agencies’ participation in the Program. For all purposes under this Purchase Contract, each Local Agency shall be, and shall be deemed to be, acting severally and not jointly with any other Local Agency.

1. Upon the terms and conditions and upon the basis of the representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase, and the Local Agencies and the Authority hereby agree to sell to the Underwriter for such purpose, all (but not less than all) of the §[PRINCIPAL AMOUNT] aggregate principal amount of the Certificates, which evidence and represent a proportionate and undivided interest in the Installment Sale Payments of each of the Local Agencies made pursuant to its respective 2012 Installment Sale Agreement, dated as of [MONTH] 1, 2012 (each, a “**2012 Installment Sale Agreement**” and, collectively, the “**2012 Installment Sale Agreements**”), by and between the applicable Local Agency and the Authority. The purchase price of the Certificates shall be

\$_____ (representing the par amount of the Certificates, [less/plus] a net original issue [discount/premium] of \$_____, less an Underwriter's discount of \$_____); it being acknowledged that the Underwriter will on the Closing Date, on behalf of the Local Agencies, wire the \$_____ aggregate premium for the Certificate Insurance Policy to the Certificate Insurer (each as hereinafter defined) directly, and deliver net proceeds to the Trustee in the amount of \$_____. The Preliminary Official Statement with respect to the Certificates, dated [POS DATE], 2012 (the "**Preliminary Official Statement**"), as amended to conform to the terms of this Purchase Contract, and dated the date hereof, and with such changes and amendments as are mutually agreed to by the Authority, the Local Agencies, and the Underwriter, including the cover page, the appendices, and all information incorporated therein by reference, is herein collectively referred to as the "**Official Statement**." The Authority represents that it has deemed the sections of the Preliminary Official Statement entitled "THE AUTHORITY" and "NO LITIGATION – The Authority" to be final as of the date of Preliminary Official Statement, pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "**Rule**"), and has delivered, or will deliver, a certificate to the Underwriter substantially in the form of Exhibit C-1 attached hereto. Each Local Agency represents that it has deemed the Preliminary Official Statement to be final as of its date, except for (a) information regarding the Authority, the Certificate Insurer, and the Certificate Insurance Policy, (b) information relating to any other Local Agency, and (c) the omission of the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, dates and amounts of mandatory sinking fund payments, delivery dates, ratings, and identity of the purchasers and any other terms of the Certificates relating to such matters and any other information permitted to be omitted by the Rule, and has delivered, or will deliver, a certificate to the Underwriter substantially in the form of Exhibit C-2 attached hereto.

2. The Certificates shall mature on the dates and in the amounts, and shall evidence interest payable at the rates, set forth in Exhibit B hereto and as further described in the Official Statement and shall be executed and delivered under and pursuant to the Trust Agreement, dated as of [MONTH] 1, 2012 (the "**Trust Agreement**"), by and among the Authority, the Local Agencies, and Wells Fargo Bank, National Association (the "**Trustee**"). Concurrently with the execution and delivery of the Certificates, [**CONFIRM GLOBALLY:**] [_____, a New York stock insurance company] (the "**Certificate Insurer**"), has agreed to deliver to the Trustee a municipal bond insurance policy (the "**Certificate Insurance Policy**"). The Certificate Insurance Policy will guaranty the scheduled payments when due of the principal and interest with respect to the Certificates. Capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement.

3. The Underwriter shall make a bona fide public offering of all the Certificates at not in excess of the respective initial public offering prices to be set forth on the cover page of the Official Statement. The Underwriter reserves the right to change such initial offering prices as the Underwriter shall deem necessary in connection with the marketing of the Certificates and to offer and sell the Certificates to certain dealers (including dealers depositing such Certificates into investment trusts) and others at prices lower than the initial offering prices set forth on the cover page of the Official Statement. The Underwriter also reserves the right to (i) over allot or

effect transactions that stabilize or maintain the market prices of the Certificates at levels above those which might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time. "Public offering" shall include an offering to a representative number of institutional investors or registered investment companies, regardless of the number of such investors to which the Certificates are sold.

4. The Authority and each of the Local Agencies hereby authorizes, or has previously authorized, the use by the Underwriter of (i) the Trust Agreement, (ii) the 2012 Installment Sale Agreements, (iii) each respective Continuing Disclosure Agreement, dated as of the Closing Date (each, a "**Local Agency Continuing Disclosure Agreement**" and, collectively, the "**Local Agency Continuing Disclosure Agreements**"), by and between the applicable Local Agency and the Trustee, as dissemination agent, and (iv) each of the Preliminary Official Statement and the Official Statement, and any supplements or amendments thereto, and the information contained in each of such documents, in connection with the public offering and sale of the Certificates.

The Authority will deliver to the Underwriter, within seven (7) business days after the date of this Purchase Contract and in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, copies of the Official Statement in final form (including all documents incorporated by reference therein) and any amendment or supplement thereto in such quantities as the Underwriter may reasonably request in order to comply with the obligations of the Underwriter pursuant to the Rule and the rules of the Municipal Securities Rulemaking Board. As soon as practicable following receipt thereof from the Authority, the Underwriter shall deliver the Official Statement to the Municipal Securities Rulemaking Board.

5. At 8:00 a.m., Los Angeles time, on [MONTH] __, 2012, or at such other time or on such other business day as shall have been mutually agreed upon by the Authority, the Local Agencies, and the Underwriter (the "Closing Date"), the Authority will cause the Trustee to execute and deliver to the Underwriter at the office of or otherwise in care of The Depository Trust Company ("**DTC**") in New York, New York, or at such other place as the Authority and the Underwriter may mutually agree upon, the Certificates in fully-registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Certificates by wire transfer payable in immediately available funds to or upon the order of the Authority at such place in Los Angeles, California, or New York, New York, as shall have been mutually agreed upon by the Authority and the Underwriter. Such delivery of and payment for the Certificates is referred to herein as the "**Closing**." The Certificates shall be made available for inspection by DTC at least one business day before the Closing.

6. The Authority represents, warrants, and covenants to the Underwriter that:

(A) The Authority is a joint powers authority under Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code duly organized and validly existing under and by virtue of the Constitution and the laws of the State of California (the "**State**").

(B) The Authority has the legal right and power to execute and deliver, and to perform its obligations under, the Trust Agreement, the 2012 Installment Sale Agreements, and this Purchase Contract (collectively, the “**Authority Documents**”). The Authority has duly authorized the execution and delivery of the Certificates and the execution and delivery of, and performance of its obligations under, the Authority Documents and, as of the date hereof, such authorizations are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the respective parties thereto, the Authority Documents will constitute legal, valid, and binding obligations of the Authority in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws and the application of equitable principles relating to or affecting creditors’ rights generally. The Authority has complied, and will at the Closing be in compliance in all respects, with its obligations under the Authority Documents.

(C) The Certificates will be paid from Installment Sale Payments pursuant to the respective 2012 Installment Sale Agreements, which payments have been duly and validly authorized pursuant to applicable law.

(D) The Certificates will be executed and delivered in accordance with the Trust Agreement and will conform in all material respects to the descriptions thereof contained in the Official Statement. The Trust Agreement creates a valid pledge of, first lien upon, and security interest in, the pledged Installment Sale Payments.

(E) The information in the sections of the Official Statement entitled “THE AUTHORITY” and “NO LITIGATION – The Authority” is true and correct in all material respects, and such information does not contain any misstatement of any material fact and does not omit any statement necessary to make the statements, in the light of the circumstances in which such statements were made, not misleading.

(F) The Authority covenants with the Underwriter that for twenty-five (25) days after the Closing Date (the “**Delivery Period**”), if any event occurs that might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will cooperate with the Underwriter in the preparation of an amendment or supplement to the Official Statement, at the expense of the Local Agencies, in a form and in a manner approved by the Underwriter.

(G) The Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter. The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Certificates.

(H) If the Official Statement is supplemented or amended, the Official Statement, as so supplemented or amended, as of the date of such supplement or amendment, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(I) The Authority is not in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which the Authority is a party, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any of the foregoing.

(J) The authorization, execution, and delivery by the Authority of the Authority Documents, and compliance by the Authority with the provisions thereof, do not and will not conflict with or constitute a breach of or default by the Authority under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which it is bound or by which its properties may be affected, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument, except as provided by the Authority Documents.

(K) No authorization, consent, or approval of, or filing or registration with, any Governmental Authority (as defined below) or court is, or under existing requirements of law will be, necessary for the valid execution and delivery of, or performance by the Authority of its obligations under, the Authority Documents, other than any authorization, consent, approval, filing, or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale, execution, or delivery of the Certificates. All authorizations, consents, or approvals of, or filings or registrations with, any Governmental Authority or court necessary for the valid execution and delivery of, and performance by the Authority of its obligations with respect to, the Certificates will have been duly obtained or made prior to the execution and delivery of the Certificates (and disclosed to the Underwriter). As used herein, the term “**Governmental Authority**” refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body, or public benefit corporation.

(L) The Authority shall furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request at the expense of the Underwriter and/or the Local Agencies in order (i) to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Certificates for

investment under the laws of such states and other jurisdictions, and shall use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided, however, that the Authority shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(M) To the knowledge of the Authority, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or threatened (i) in any way questioning the existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the execution and delivery of the Certificates or the execution or delivery of any of the Authority Documents, or the payment or collection of any amounts pledged or to be pledged to pay the principal and interest with respect to the Certificates, or in any way contesting or affecting the validity of the Certificates or the Authority Documents or the consummation of the transactions contemplated thereby or any proceeding of the Authority taken with respect to any of the foregoing, or contesting the exclusion of the portion of the Installment Sale Payments designated as and comprising interest and received by the Owners of the Certificates from taxation or contesting the powers of the Authority and its authority to pledge the Installment Sale Payments; (iii) that may result in any material adverse change relating to the Authority that will materially adversely affect the Authority's ability to apply Installment Sale Payments to pay the Certificates when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(N) Other than in the ordinary course of its business or as contemplated by the Official Statement, between the date of this Purchase Contract and the Closing Date the Authority will not, without the prior written consent of the Underwriter, offer or issue any certificates, bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Installment Sale Payments.

(O) Any certificate signed by any official or other representative of the Authority and delivered to the Underwriter pursuant to this Purchase Contract shall be deemed a representation and warranty by the Authority to the Underwriter as to the truth of the statements therein made.

7. Each Local Agency represents, warrants, and covenants to the Underwriter and the Authority, solely for itself and not on behalf of any other Local Agency, that:

(A) The Local Agency is a municipal corporation of the State duly organized and validly existing under and by virtue of the Constitution and laws of the State.

(B) The Local Agency has the legal right and power to execute and deliver, and to perform its obligations under, the Trust Agreement, its applicable 2012 Installment Sale Agreement, its applicable Local Agency Continuing Disclosure Agreement, and this Purchase Contract (collectively, with respect to such Local Agency, the “**Local Agency Documents**”). The Local Agency has duly authorized the execution and delivery of, and the performance of its obligations under, the Local Agency Documents and as of the date hereof such authorizations are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the respective parties thereto, the Local Agency Documents will constitute legal, valid, and binding obligations of the Local Agency in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws and the application of equitable principles relating to or affecting creditors’ rights generally. The Local Agency has complied, and will at the Closing be in compliance in all respects, with its obligations under the Local Agency Documents.

(C) The Installment Sale Payments payable under the 2012 Installment Sale Agreement have been duly and validly authorized pursuant to applicable law.

(D) The Certificates will be executed and delivered in accordance with the Trust Agreement and will conform in all material respects to the descriptions thereof contained in the Official Statement. The Trust Agreement creates a valid pledge of, first lien upon, and security interest in, the pledged Installment Sale Payments.

(E) The information in the Official Statement (excluding any information with respect to the Authority, DTC, the book-entry only system, the Certificate Insurer, the Certificate Insurance Policy, and any Local Agencies other than such Local Agency) is true and correct in all material respects, and such information does not contain any misstatement of any material fact and does not omit any statement necessary to make the statements, in the light of the circumstances in which such statements were made, not misleading.

(F) The Local Agency covenants with the Underwriter that, during the Delivery Period, if any event occurs that might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Local Agency shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Local Agency will cooperate with the Underwriter and the Authority in the preparation of an amendment or supplement to the Official Statement, at the expense of the Local Agency or Local Agencies, as applicable, in a form and in a manner approved by the Underwriter.

(G) The Local Agency will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter. The Local

Agency will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Certificates.

(H) If the Official Statement is supplemented or amended, the Official Statement as so supplemented or amended, as of the date of such supplement or amendment, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(I) The Local Agency is not in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which the Local Agency is a party, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any of the foregoing.

(J) The authorization, execution, and delivery by the Local Agency of the Local Agency Documents, and compliance by the Local Agency with the provisions thereof, do not and will not conflict with or constitute a breach of or default by the Local Agency under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which it is bound or by which its properties may be affected.

(K) No authorization, consent, or approval of, or filing or registration with, any Governmental Authority or court is, or under existing requirements of law will be, necessary for the valid execution and delivery of, or performance by the Local Agency of its obligations under, the Local Agency Documents, other than any authorization, consent, approval, filing, or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale, execution, or delivery of the Certificates.

(L) The Local Agency will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use their best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided, however, that the Local Agency shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(M) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of the Local Agency, threatened (i) in any way questioning the existence of the Local Agency or the titles of the officers of the Local Agency to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the execution and delivery of the Certificates or the execution or delivery of any of the Local Agency Documents, or the payment or collection of any amounts pledged or to be pledged to pay the principal and interest with respect to the Certificates, or in any way contesting or affecting the validity of the Certificates or the Local Agency Documents or the consummation of the transactions contemplated thereby or any proceeding of the Local Agency taken with respect to any of the foregoing, or contesting the exclusion of the portion of the Installment Sale Payments designated as and comprising interest and received by the Owners of the Certificates from taxation or contesting the powers of the Local Agency and its authority to pledge the Installment Sale Payments; (iii) that may result in any material adverse change relating to the Local Agency that will materially adversely affect the Local Agency's ability to pay Installment Sale Payments when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(N) Other than in the ordinary course of its business or as contemplated by the Official Statement, between the date of this Purchase Contract and the Closing Date the Local Agency will not, without the prior written consent of the Underwriter, offer or issue any certificates, bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Installment Sale Payments.

(O) The financial information regarding the Local Agency contained in the Official Statement fairly present the financial position and results of the operations of the Local Agency as of the dates and for the periods therein set forth, and, to the best of the Local Agency's knowledge, the Local Agency's audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied.

(P) Any certificate signed by any official or other representative of the Local Agency and delivered to the Underwriter pursuant to this Purchase Contract shall be deemed a representation and warranty by the Local Agency to the Underwriter as to the truth of the statements therein made.

(Q) The Local Agency has not failed during the previous five (5) years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under the Rule.

(R) To the extent permitted by law, the Local Agency agrees to indemnify and hold harmless the Authority and its officers, directors, agents, and employees against any and all losses, claims, damages, liabilities, and expenses arising out of any statement or information in the Preliminary Official Statement or in the Official Statement (other than statements or information specifically related to the Authority, the Program, DTC, the book-entry only system, the Certificate Insurer, the Certificate Insurance Policy, and any Local Agency other than such Local Agency) that is untrue or incorrect in any material respect or that omits to state any material fact that is necessary to make such statement or information therein not misleading in any material respect.

8. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties, and covenants of the Authority and each of the Local Agencies contained herein and in the Authority Documents and the Local Agency Documents to which each of the Authority or each of the Local Agencies, as applicable, is a party, and the performance by the Authority and by each of the Local Agencies of their respective obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Contract are and shall be subject to the following further conditions:

(A) The representations and warranties of the Authority and the Local Agencies contained herein shall be true, complete, and correct in all material respects on the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete, and correct in all material respects at the Closing; the Authority and each of the Local Agencies shall be in compliance with each of the agreements made by it in this Purchase Contract (unless such agreements are waived by the Underwriter); there shall not have occurred an adverse change in the financial position, results of operations, or financial condition of any of the Local Agencies that materially adversely affects the ability of any of the Local Agencies to pay Installment Sale Payments when due or otherwise perform any of its obligations under the Local Agency Documents; and there shall not have occurred an adverse change in the financial position of the Authority that materially adversely affects the ability of the Authority to make payments of principal and interest with respect to the Certificates when due or otherwise perform any of its obligations under the Authority Documents.

(B) At the time of the Closing, the Authority Documents and the Local Agency Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented (except as may be agreed to in writing by the Underwriter); all actions that, in the opinion of Orrick, Herrington & Sutcliffe LLP, Special Counsel to the Local Agencies ("**Special Counsel**"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and each Local Agency shall perform or shall have performed its obligations required under or specified in the Local Agency Documents to be performed at or prior to the Closing and the Authority shall perform or shall have performed its obligations

required under or specified in the Authority Documents to be performed at or prior to the Closing.

(C) At the time of the Closing, the Official Statement (as amended and supplemented) shall be true and correct in all material respects, and shall not omit any statement or information necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(D) Except as disclosed in the Official Statement or in a schedule delivered to the Underwriter at the Closing, no decision, ruling, or finding shall have been entered by any court or Governmental Authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside) that has any of the effects described in Section 8(F) hereof.

(E) (i) No default by any Local Agency or the Authority shall have occurred and be continuing in the payment of the principal of or premium, if any, or interest on any bond, note, or other evidence of indebtedness issued by any Local Agency or the Authority, respectively, and (ii) no bankruptcy, insolvency, or other similar proceeding in respect of any Local Agency or the Authority shall be pending or, to the knowledge of each such Local Agency or the Authority, contemplated.

(F) The Underwriter may terminate this Purchase Contract by written notification to the Authority and the Local Agencies if at any time after the date hereof and prior to the Closing:

(1) legislation shall have been enacted by the United States or the State or shall have been reported out of committee or be pending in committee, or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or a regulation, proposed regulation, or a temporary regulation shall have been published in the Federal Register or any other release or announcement shall have been made by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal or State taxation upon revenues or other income or payments of the general character of the Certificates, which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Certificates; or

(2) the United States shall have become engaged in hostilities that have resulted in a declaration of war or a national emergency or the President of the United States of America shall have committed the armed forces of the United States of America to combat so as to adversely affect the financial markets in the United States of America and that, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Certificates; or

(3) there shall have occurred a general suspension of trading on the New York Stock Exchange, or a general banking moratorium shall have been declared by Federal, California, or New York authorities having jurisdiction and being in force; or

(4) there shall have occurred an adverse change in the financial position, results of operations, or financial condition of any Local Agency that, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Certificates; or

(5) any legislation, ordinance, rule, or regulation shall be introduced in, or be enacted by, any governmental body, department, or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered that, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Certificates; or

(6) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation, or official statement by, or all behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of obligations of the general character of the Certificates, or the execution, delivery, offering, or sale of the Certificates, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Certificates, or the Certificates, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Trust Agreement needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(7) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, which restrictions materially adversely affect the ability of underwriters to trade obligations of the general character of the Certificates; or

(8) any rating of the Certificates shall have been downgraded, suspended, or withdrawn by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Certificates; or

(9) the commencement of any action, suit, or proceeding described in Section 6(M) or 7(M) that, in the judgment of the Underwriter, materially adversely affects the market price of the Certificates; or

(10) any rating of the Certificate Insurer shall have been downgraded, suspended, or withdrawn by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Certificates; or

(11) any event occurring, or information becoming known, that, in the reasonable judgment of the Underwriter, makes any statement or information contained in the Official Statement, as of its date, untrue in any material adverse respect, or has

the effect that the Official Statement, as of its date, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(G) At or prior to the Closing, the Underwriter shall receive the following documents:

(1) the opinion of Special Counsel, dated the Closing Date, in substantially the form included in the Official Statement as Appendix C, addressed to the Local Agencies (and accompanied by reliance letters to the Authority, the Underwriter, the Trustee, and the Certificate Insurer);

(2) a supplemental opinion of Special Counsel, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the Underwriter, to the effect that:

(i) the Certificates are not subject to registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; provided that no opinion shall be expressed with respect to the Certificate Insurance Policy;

(ii) this Purchase Contract has been duly executed and delivered by each Local Agency and is a valid and binding agreement of each Local Agency; and

(iii) the statements contained in the Official Statement under the captions "INTRODUCTION," "THE CERTIFICATES," "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES," "TAX MATTERS," "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS," and "APPENDIX C – PROPOSED FORM OF SPECIAL COUNSEL OPINION," insofar as such statements expressly summarize certain provisions of the Trust Agreement, the 2012 Installment Sale Agreements, the Certificates, and the opinion of Special Counsel concerning certain federal tax matters relating to the Certificates, are accurate in all material respects;

(3) an opinion of counsel to each Local Agency, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the Authority, the Underwriter, and the Certificate Insurer, to the effect that:

(i) the Local Agency is a municipal corporation duly organized and validly existing under and by virtue of the laws of the State;

(ii) the Local Agency has full legal power and lawful authority to enter into the Local Agency Documents;

(iii) the resolution of the Local Agency approving and authorizing the execution and delivery of the Local Agency Documents and approving the Official Statement (the “**Local Agency Resolution**”) was duly adopted at a meeting of the city council or other governing body of the Local Agency that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Local Agency Resolution is in full force and effect and has not been modified, amended, or rescinded as of the Closing Date;

(iv) the Local Agency Documents have been duly authorized, executed, and delivered by the Local Agency and, assuming due authorization, execution, and delivery by the other parties thereto, such documents constitute the legal, valid, and binding agreements of the Local Agency enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors’ rights generally and the application of equitable principles if equitable remedies are sought;

(v) the execution and delivery by the Local Agency of the Local Agency Documents, and compliance by the Local Agency with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the Local Agency is subject to or by which it is bound;

(vi) nothing has come to such counsel’s attention that would lead such counsel to believe that the Official Statement (excluding therefrom financial information and other statistical data included in the Official Statement, and any information with respect to any Local Agencies other than such Local Agency, the Authority, the Program, DTC, the book-entry only system, the Certificate Insurer, or the Certificate Insurance Policy, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) except as otherwise disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of such counsel, threatened (a) in any way questioning the existence of the Local Agency or the titles of the officers of the Local Agency to their respective offices; (b) affecting, contesting, or seeking to prohibit, restrain, or enjoin the execution and delivery of the Certificates or any of the Local Agency Documents, or the payment or collection of any amounts pledged or to be pledged to pay the Installment Sale Payments or the principal and interest with respect to the Certificates, or in any way contesting or affecting the validity of the Certificates or the Local Agency Documents or the consummation of the transactions contemplated thereby or any proceeding of the Local Agency taken with respect to any of the foregoing, or contesting the

exclusion of the interest payable with respect to the Certificates from taxation or contesting the powers of the Local Agency and its authority to pledge the Installment Sale Payments; (c) that may result in any material adverse change relating to the Local Agency that will materially adversely affect the Local Agency's ability to pay the Installment Sale Payments when due; or (d) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(viii) no additional authorization, approval, consent, waiver, or any other action by any person, board, or body, public or private, not previously obtained is required as of the Closing Date for the Local Agency to enter into the Local Agency Documents, or to perform its obligations thereunder;

(4) an opinion of Special Counsel, as counsel to the Authority, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the Underwriter and the Certificate Insurer, to the effect that:

(i) the Authority is a joint powers agency organized and existing under the laws of the State of California; and

(ii) the resolution of the Authority approving and authorizing the execution and delivery of the Authority Documents and approving the Official Statement (the "**Authority Resolution**") was duly adopted at a meeting of the governing body of the Authority. The Authority Resolution is in full force and effect and has not been amended, modified or rescinded;

(5) a letter from Goodwin Procter LLP, Los Angeles, California, counsel to the Underwriter ("**Underwriter's Counsel**"), dated the Closing Date, addressed to the Underwriter, to the effect that, based upon its participation in the preparation of the Official Statement as Underwriter's Counsel and without having undertaken to determine independently the fairness, accuracy, or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (excluding therefrom the reports, financial and statistical data and forecasts therein, the information with respect to DTC and the book-entry system, the information with respect to the Certificate Insurer and the Certificate Insurance Policy, and the information included in the Appendices thereto, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(6) a certificate of each Local Agency, in form and substance satisfactory to the Underwriter, dated the Closing Date, to the effect that:

(i) the representations, warranties, and covenants of the Local Agency contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date and the Local Agency has complied with all of the terms and conditions of the Purchase Contract required to be complied with by the City at or prior to the Closing Date;

(ii) the Local Agency has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date pursuant to the Purchase Contract with respect to the execution and delivery of the Certificates;

(iii) to the best knowledge of the Local Agency, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against the Local Agency, affecting the existence of the Local Agency or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain, or enjoin the sale, execution, or delivery of the Certificates or contesting or affecting, as to the Local Agency, the validity or enforceability of the Certificates, the Local Agency Documents or contesting the tax exempt status of interest represented by the Certificates, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Local Agency or any authority for the execution and delivery of the Certificates, or in any way contesting or challenging the consummation of the transactions contemplated under the Local Agency Documents, or, except as disclosed in the Official Statement, that might result in a material adverse change in the financial condition of the Local Agency or materially adversely effect the Local Agency's expenditure authority under California Constitution Article XIX and Streets and Highways Code Section 2101 or its rights to receive gas tax apportionment from the Highway Users Tax Fund, nor is there any known basis for any such action, suit, proceeding, inquiry, or investigation, wherein an unfavorable decision, ruling, or finding would materially adversely affect the authorization, execution, delivery, or performance by the Local Agency of the Local Agency Documents or the execution by the Trustee of the Certificates;

(iv) no event affecting the Local Agency has occurred since the date of the Official Statement that has not been disclosed therein or in any supplement or amendment thereto, which event should be in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(v) between the date of the Purchase Contract and the Closing Date, the Local Agency has not offered or issued any bonds, notes, or other obligations for borrowed money, or incurred any material liabilities, other than with the written consent of the Underwriter, nor has there been any adverse

change of a material nature in the financial position, results of operations, or condition, financial or otherwise, of the Local Agency;

(7) a certificate of the Authority, in form and substance satisfactory to the Underwriter, dated the Closing Date, to the effect that:

(i) the representations and warranties of the Authority contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(ii) there has been no material adverse change in the financial condition or results of operations of the Authority from the date of the Official Statement to the Closing Date;

(8) a certificate, dated the date of the Preliminary Official Statement, from the Authority addressed to the Underwriter, in the form attached hereto as Exhibit C-1 and a certificate, dated the date of the Preliminary Official Statement, from each Local Agency addressed to the Underwriter, in the form attached hereto as Exhibit C-2;

(9) an opinion of counsel to the Trustee, dated the Closing Date, addressed to the Underwriter, the Authority, and the Certificate Insurer, to the effect that:

(i) the Trustee is a national banking association and is validly existing, duly qualified to do business and in good standing under the laws of each jurisdiction in which the performance of its duties under the Trust Agreement and the Local Agency Continuing Disclosure Agreements (collectively, the "Trustee Documents") would require such qualification and has the requisite power and authority to execute, deliver and perform its obligations under the Agreements;

(ii) the Trustee is duly eligible and qualified to act as Trustee under the Trust Agreement;

(iii) the Trustee has all requisite power, authority and legal right to execute and deliver the Trustee Documents and to perform its obligations under the Trustee Documents, and has taken all necessary corporate action to authorize the execution and delivery of and the performance of its obligations under the Trustee Documents;

(iv) the Trustee has duly executed and delivered the Trustee Documents. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Trustee Documents are the legal, valid and binding agreements of the Trustee enforceable against the Trustee in accordance with their terms, except to the extent enforceability thereof may be subject to (A) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance

and other similar laws affecting creditors' rights and remedies heretofore or hereafter enacted, and (B) the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(v) the Certificates have been duly executed and delivered by the Trustee;

(vi) the execution, delivery and performance of the Trustee Documents by the Trustee and the consummation of the transactions contemplated thereby do not and will not (a) to the knowledge of such counsel, conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Trustee is a party or by which the Trustee is bound or to which any of the property or assets of the Trustee or any of its subsidiaries is subject, (b) result in any violation of the provisions of the charter, articles of association, by-laws, or applicable resolutions of the Trustee, or (c) to the knowledge of such counsel, result in any violation of any statute or any order, rule, or regulation of any court or government agency or body having jurisdiction over the Trustee or any of its properties or assets; and

(vii) to the knowledge of such counsel, there are no actions, proceedings or investigations pending or threatened against the Trustee before any court, administrative agency or tribunal (a) asserting the invalidity of the Trustee Documents, (b) seeking to prevent the consummation of any of the transactions contemplated thereby, or (c) that might materially and adversely affect the performance by the Trustee of its obligations under, or the validity or enforceability of the Trustee Documents;

(10) a certificate, dated the Closing Date, signed by a duly authorized officer of the Trustee, to the effect that:

(i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the necessary power to enter into, accept, and administer the trusts created under the Trust Agreement and to execute and deliver the Certificates to the Underwriter;

(ii) the Trustee Documents have been duly authorized, executed, and delivered by a duly authorized officer of the Trustee, and the execution, delivery, and performance of the Trustee Documents has been duly authorized by all necessary action of the Trustee;

(iii) the Trustee Documents constitute the legal, valid, and binding obligations of the Trustee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or

other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(iv) the Certificates have been duly executed and delivered by a duly authorized officer of the Trustee;

(v) no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Trustee Documents or the performance by the Trustee of its duties and obligations under the Trustee Documents;

(vi) the execution and delivery by the Trustee of the Trustee Documents and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution, or any other agreement or instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order, or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties (except that no representation, warranty, or agreement need be made by such counsel with respect to any federal or State securities or blue sky laws or regulations);

(vii) the Trustee's action in executing and delivering the Trustee Documents will not contravene the articles or bylaws of the Trustee and is in full compliance with, and does not conflict with, any applicable law or governmental regulation currently in effect, and such action does not conflict with or violate any contract to which the Trustee is a party or any administrative or judicial decision by which the Trustee is bound; and

(viii) there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board, or body that has been served on the Trustee, or to the best knowledge of the Trustee, threatened against the Trustee which in the reasonable judgment of the Trustee would affect the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Trustee Documents or contesting the powers of the Trustee or its authority to enter into and perform its obligations thereunder;

(11) certified copies of each Local Agency Resolution, the Authority Resolution, and an incumbency resolution of the Trustee;

(12) copies each of the Authority Documents, the Local Agency Documents, the Trustee Documents, and the Official Statement, duly executed and delivered by the respective parties thereto;

(13) tax certificates of the Authority and of each Local Agency, each in form satisfactory to Special Counsel, signed by an appropriate officer of each of the Authority and each Local Agency;

(14) evidence satisfactory to the Underwriter that the Certificates shall have received the Certificate Insurance Policy by the Certificate Insurer that unconditionally guarantees the timely payments of all debt service with respect to the Certificates;

(15) an opinion of counsel to the Certificate Insurer, in form and substance satisfactory to the Underwriter, Special Counsel, and Underwriter's Counsel, with respect to, among other matters, the Certificate Insurance Policy;

(16) a certificate of the Certificate Insurer, in form and substance satisfactory to the Underwriter, Special Counsel, and Underwriter's Counsel, with respect to, among other matters, the Certificate Insurance Policy;

(17) a no-default certificate of the Certificate Insurer, in form and substance satisfactory to the Underwriter, Special Counsel, and Underwriter's Counsel;

(18) evidence that the underlying rating on the Certificates of “__” by Standard & Poor's Ratings Services is in full force and effect on the Closing Date;

(19) evidence that rating on the Certificates of “___” by Standard & Poor's Ratings Services as a result of the Certificate Insurance Policy provided by the Certificate Insurer is in full force and effect on the Closing Date;

(20) copies of the statements with respect to the sale of the Certificates required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855 of the California Government Code;

(21) copy of the default judgment rendered on _____, 2012, by the Superior Court of the State of California for the County of Riverside in the action entitled *City of Moreno Valley v. All Persons Interested in the Matter, etc.*, Case No. _____;

(22) copy of the default judgment rendered on _____, 2012, by the Superior Court of the State of California for the County of _____ in the action entitled *City of _____ v. All Persons Interested in the Matter, etc.*, Case No. _____;

(23) copy of the default judgment rendered on _____, 2012, by the Superior Court of the State of California for the County of _____ in the action entitled *City of _____ v. All Persons Interested in the Matter, etc.*, Case No. _____;

(24) evidence that the federal tax information form 8038-G for the Authority and for each Local Agency, as applicable, has been prepared by Special Counsel for filing; and

(25) such additional legal opinions, certificates, proceedings, instruments, and other documents as the Underwriter, Special Counsel, or Underwriter's Counsel may reasonably request to evidence compliance by the Local Agencies and the Authority with legal requirements, the accuracy, as of the time of Closing, of the Authority and the Local Agencies' representations herein contained, and the due performance or satisfaction by the Local Agencies and the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Local Agencies and the Authority.

If any of the Local Agencies or the Authority shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and none of the Local Agencies, the Authority, or the Underwriter shall have any further obligation hereunder.

9. The performance by each of the Authority and the respective Local Agencies of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder and (ii) receipt by the Authority, the Local Agencies, and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the Authority and the Local Agencies.

10. No expenses and costs of the Authority or any Local Agency incident to the performance of the Authority's or any Local Agency's obligations in connection with the authorization, sale, execution, and delivery of the Certificates to the Underwriter, such as the costs of preparation (including word processing, printing, and reproduction), distribution and delivery of the Preliminary Official Statement, the Official Statement, the Authority Documents, or the Local Agency Documents, in reasonable quantities, fees of rating agencies, fees and expenses of any financial advisor to the Authority or any Local Agency, and fees and expenses of Special Counsel, Underwriter's Counsel, or any counsel to any Local Agency, shall be paid by the Underwriter. Except as indicated above, all out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, traveling, and other expenses and the fees and expenses of the Underwriter, excluding the fees and expenses of Underwriter's Counsel, shall be paid by the Underwriter.

11. Any notice or other communication to be given to the Authority under this Purchase Contract may be given by delivering the same in writing to the California Statewide Communities Development Authority, 1100 K Street, Suite 101, Sacramento, California 95814, Attention: Treasurer, or to such other person as the Treasurer may designate in writing; any notice or other communication to be given to any Local Agency under this Purchase Contract may be given by delivering the same in writing to such address and to such person as the applicable Local Agency may designate in writing; and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to E. J. De La Rosa & Co., Inc., 10866 Wilshire Boulevard, Penthouse Suite

1650, Los Angeles, California 90024, Attention: Principal. The approval of the Underwriter when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to the Authority.

12. For all purposes of this Purchase Contract, a default shall not be deemed to be continuing if it has been cured, waived, or otherwise remedied. This Purchase Contract shall be governed by and construed in accordance with the laws of the State applicable to contracts made and performed within the State.

13. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

14. This Purchase Contract when accepted by the Authority and the Local Agencies in writing shall constitute the entire agreement among the Local Agencies, the Authority, and the Underwriter and is made solely for the benefit of the Local Agencies, the Authority, and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

E. J. DE LA ROSA & CO., INC.

By: _____
Principal

The foregoing is hereby agreed to and accepted as of the date first above written:

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

LOCAL AGENCIES LISTED ON EXHIBIT A HERETO

[Authorized Officers of each Local Agency shall execute this Purchase Contract by signing Pricing Confirmation Supplement in Exhibit D hereto.]

EXHIBIT A

**\$(PRINCIPAL AMOUNT)
California Communities
Gas Tax Revenue Certificates of Participation, Series 2012 __
(T.R.I.P. – Total Road Improvement Program)**

LOCAL AGENCIES

CITY OF MORENO VALLEY

CITY OF _____

CITY OF _____

EXHIBIT B

**[\$[PRINCIPAL AMOUNT]
California Communities
Gas Tax Revenue Certificates of Participation, Series 2012 __
(T.R.I.P. – Total Road Improvement Program)**

SCHEDULE OF TERMS AND PRICES

Maturity Date (June 1)	Principal Amount	Interest Rate	Price	Yield
-----------------------------------	-----------------------------	--------------------------	--------------	--------------

Serial Certificates:

Term Certificates:

Total **[\$[PRINCIPAL
AMOUNT]**

EXHIBIT C-1

FORM OF 15c2-12 CERTIFICATE

**CERTIFICATE OF AUTHORITY
AS TO FINALITY OF PRELIMINARY OFFICIAL STATEMENT**

I hereby certify that I am a member of the commission of the California Statewide Communities Development Authority (the "Authority"), and as such I am authorized to execute this certificate on behalf of the Authority.

I understand that there has been delivered to E. J. De La Rosa & Co., Inc., as underwriter (the "Underwriter") of the California Communities Gas Tax Revenue Certificates of Participation, Series 2012__ (T.R.I.P. – Total Road Improvement Program) (the "Certificates"), a Preliminary Official Statement relating to the Certificates, dated [MONTH] __, 2012 (including the cover page, the introduction and all appendices thereto, the "Preliminary Official Statement"), which, as to only the sections thereof entitled "THE AUTHORITY" and "NO LITIGATION – The Authority," the Authority deems to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12.

Dated: [POS DATE], 2012

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

Member of the Commission

EXHIBIT C-2

**“DEEMED FINAL CERTIFICATE”
FOR
PRELIMINARY OFFICIAL STATEMENT**

[POS DATE], 2012

E. J. De La Rosa & Co., Inc.
10866 Wilshire Boulevard, Penthouse Suite 1650
Los Angeles, California 90024
Attention: Principal

Re: California Communities
Gas Tax Revenue Certificates of Participation, Series 2012__
(T.R.I.P. – Total Road Improvement Program)

Ladies and Gentlemen:

With respect to the proposed sale of the California Communities Gas Tax Revenue Certificates of Participation, Series 2012__ (T.R.I.P. – Total Road Improvement Program) (the “**Certificates**”), the California Statewide Communities Development Authority (the “**Authority**”) has delivered to you a Preliminary Official Statement, dated the date hereof (the “**Preliminary Official Statement**”), the City of _____, for purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Rule**”), deems the Preliminary Official Statement to be final as of its date, except for (a) information regarding Authority, the Program, the Certificate Insurer, and the Certificate Insurance Policy (each as defined in the Preliminary Official Statement) (b) information relating to any other Local Agencies (as defined in the Preliminary Official Statement), and (c) the omission of the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, dates and amounts of mandatory sinking fund payments, delivery dates, ratings, and identity of the purchasers and any other terms of the Certificates relating to such matters and any other information permitted to be omitted by the Rule.

[NAME OF LOCAL AGENCY]

By: _____

Name: _____

Title: _____

EXHIBIT D

**[\$[PRINCIPAL AMOUNT]
California Communities
Gas Tax Revenue Certificates of Participation, Series 2012__
(T.R.I.P. – Total Road Improvement Program)**

FORM OF PRICING CONFIRMATION SUPPLEMENT

CITY OF MORENO VALLEY

PRICING INFORMATION

Purchase Price Calculation

Proportionate Principal Amount of Certificates: \$ _____ .00
[Plus/Less]: Net Original Issue [Premium/Discount]
Less: Underwriter's Discount: (_____)
Total Purchase Price \$ _____

Use of Proceeds

Costs of Issuance:
Certificate Insurance Policy:
Debt Service Reserve Fund
Net Proceeds:
Total Use of Proceeds

IMPORTANT DATES

Resolution Dates of Local Agency:
Purchase Date: [BPA DATE], 2012
Closing Date: [MONTH] __, 2012
Certificate Payment Dates: June 1 of each year, commencing June 1, 20__
Interest Payment Dates: June 1 and December 1 of each year,
commencing [June/December] 1, 2012
Final Maturity Date: June 1, 20__

IN WITNESS WHEREOF, the Purchase Contract is agreed to, and this Pricing Confirmation Supplement appearing as Exhibit D thereto is accepted, all on the Purchase Date set forth above.

CITY OF MORENO VALLEY

By: _____

Name: _____

Title: _____

**[\$[PRINCIPAL AMOUNT]
California Communities
Gas Tax Revenue Certificates of Participation, Series 2012__
(T.R.I.P. – Total Road Improvement Program)**

FORM OF PRICING CONFIRMATION SUPPLEMENT

CITY OF _____

PRICING INFORMATION

Purchase Price Calculation

Proportionate Principal Amount of Certificates:	\$ _____ .00
[Plus/Less]: Net Original Issue [Premium/Discount]	
Less: Underwriter's Discount:	(_____)
Total Purchase Price	\$ _____

Use of Proceeds

Costs of Issuance:
Certificate Insurance Policy:
Debt Service Reserve Fund
Net Proceeds:
Total Use of Proceeds

IMPORTANT DATES

Resolution Dates of Local Agency:	
Purchase Date:	[BPA DATE], 2012
Closing Date:	[MONTH] __, 2012
Certificate Payment Dates:	June 1 of each year, commencing June 1, 20__
Interest Payment Dates:	June 1 and December 1 of each year, commencing [June/ December] 1, 2012
Final Maturity Date:	June 1, 20__

IN WITNESS WHEREOF, the Purchase Contract is agreed to, and this Pricing Confirmation Supplement appearing as Exhibit D thereto is accepted, all on the Purchase Date set forth above.

CITY OF _____

By: _____

Name: _____

Title: _____

**[\$[PRINCIPAL AMOUNT]
California Communities
Gas Tax Revenue Certificates of Participation, Series 2012__
(T.R.I.P. – Total Road Improvement Program)**

FORM OF PRICING CONFIRMATION SUPPLEMENT

CITY OF _____

PRICING INFORMATION

Purchase Price Calculation

Proportionate Principal Amount of Certificates:	\$ _____ .00
[Plus/Less]: Net Original Issue [Premium/Discount]	
Less: Underwriter's Discount:	(_____)
Total Purchase Price	\$ _____

Use of Proceeds

Costs of Issuance:
Certificate Insurance Policy:
Debt Service Reserve Fund
Net Proceeds:
Total Use of Proceeds

IMPORTANT DATES

Resolution Dates of Local Agency:	
Purchase Date:	[BPA DATE], 2012
Closing Date:	[MONTH] __, 2012
Certificate Payment Dates:	June 1 of each year, commencing June 1, 20__
Interest Payment Dates:	June 1 and December 1 of each year, commencing [June/December] 1, 2012
Final Maturity Date:	June 1, 20__

IN WITNESS WHEREOF, the Purchase Contract is agreed to, and this Pricing Confirmation Supplement appearing as Exhibit D thereto is accepted, all on the Purchase Date set forth above.

CITY OF _____

By: _____

Name: _____

Title: _____

[\$[PRINCIPAL AMOUNT]]
California Communities
Gas Tax Revenue Certificates of Participation, Series 2012__
(T.R.I.P. – Total Road Improvement Program)

FORM OF PRICING CONFIRMATION SUPPLEMENT

CITY OF MORENO VALLEY

PRICING INFORMATION

Purchase Price Calculation

Proportionate Principal Amount of Certificates:	\$ _____ .00
[Plus/Less]: Net Original Issue [Premium/Discount]	
Less: Underwriter's Discount:	(_____)
Total Purchase Price	\$ _____

Use of Proceeds

Costs of Issuance:
Certificate Insurance Policy:
Debt Service Reserve Fund
Net Proceeds:
Total Use of Proceeds

IMPORTANT DATES

Resolution Dates of Local Agency:	
Purchase Date:	[BPA DATE], 2012
Closing Date:	[MONTH] __, 2012
Certificate Payment Dates:	June 1 of each year, commencing June 1, 20__
Interest Payment Dates:	June 1 and December 1 of each year, commencing June 1, 2012
Final Maturity Date:	June 1, 20__

IN WITNESS WHEREOF, the Purchase Contract is agreed to, and this Pricing Confirmation Supplement appearing as Exhibit D thereto is accepted, all on the Purchase Date set forth above.

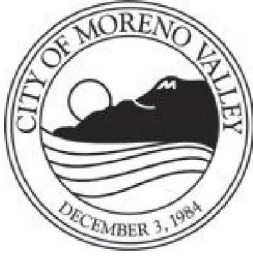
CITY OF MORENO VALLEY

By: _____

Name: _____

Title: _____

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

Report to City Council

TO: Mayor and City Council

FROM: Rick Hartmann, Interim Public Works Director

AGENDA DATE: January 10, 2012

TITLE: PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR ASSESSOR PARCEL NUMBERS ASSOCIATED WITH TENTATIVE PARCEL MAP 34577 BALLOTING FOR NPDES

RECOMMENDED ACTION

1. Staff recommends that the City Council, 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 Numbers (APNs) 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017 (the Parcels);
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 the Parcels.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

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

Conditions of Approval for Tentative Parcel Map (TPM) 34577 require that the property owner provide a funding source to help support the Stormwater Management program. Approving the NPDES maximum commercial/industrial regulatory rate through a mail ballot proceeding will fulfill this requirement.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owner of the Parcels the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate. The property owner is given two opportunities to address the legislative body regarding the charge(s) they are being balloted on. These two opportunities are the Public Meeting on December 13, 2011, and the Public Hearing on January 10, 2012, when the results of the ballot proceeding will be announced.

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

ALTERNATIVES

1. **Conduct the Public Hearing**, tabulate the ballot, verify, and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet, receive and file with the City Clerk's office the accepted Official Tally Sheet, and if approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to the Parcels (and any division thereof). *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*
2. **Do not conduct the Public Hearing**, tabulate the ballot, verify, or accept the results of the mail ballot proceeding for the Parcels. *This alternative would be contrary to Proposition 218 mandates.*

FISCAL IMPACT

For fiscal year (FY) 2011/12, the NPDES annual regulatory rate per parcel is \$212. Beginning FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate

shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

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

CITY COUNCIL GOALS

Advocacy

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

Revenue Diversification and Preservation

The NPDES maximum commercial/industrial regulatory rate provides funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council is to accept public testimony, tabulate the returned ballot, verify, and accept the results of the mail ballot proceeding for the Parcels.

NOTIFICATION

The property owner of the Parcels has been given a 45-day noticing period to review the ballot documents in compliance with Proposition 218. The documents included a notice to the property owner, map of the project area, ballot, instructions for marking and returning the ballot, and a postage-paid envelope for returning the ballot to the City Clerk. (See Attachment 1.)

Newspaper advertising for the December 13, 2011, Public Meeting and January 10, 2012, Public Hearing was published in The Press-Enterprise on November 23, 2011. Additionally, the Public Hearing notification was published on December 22 and again on December 29, 2011.

ATTACHMENTS

Attachment 1: TPM 34577 mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Rick Hartmann,
Interim Public Works Director

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

Concurred by:
Kent Wegelin,
Storm Water Program Manager

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

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TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Moreno Valley DC
c/o Komar Investments
Attention: Greg Alekian
23 Corporate Plaza, Suite 247
Newport Beach, CA 92260

November 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR ASSESSOR PARCEL NUMBERS ASSOCIATED WITH TENTATIVE PARCEL MAP 34577

******* OFFICIAL BALLOT ENCLOSED *******
Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor Parcel Numbers (APNs) 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017 the opportunity to express support of or opposition to the approval of the NPDES regulatory rate and services.

Background

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

ATTACHMENT 1

Proposed Charge

For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. The total amount of the NPDES rates levied for FY 2011/12 for the program as a whole is \$396,356.

Annual Adjustment

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

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017 (and any division thereof) and shall be placed on the 2012/13 Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial regulatory rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, December 13, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, January 10, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if a simple majority (50%+1) of the APNs on the ballots are marked in favor of the charge. Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate shall satisfy the Conditions of Approval to provide a funding source for the stormwater program.

Effect if Inclusion into and Approval of the Charges is Not Approved

The NPDES Maximum Commercial/Industrial maximum regulatory rate will not be levied on the property tax bill if there is a tie or if a majority of the APNs on the ballot are marked in opposition to the rate. Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval.

For More Information

If you have any questions about the proposed program, the annual rate, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a

Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

The enclosed ballot shall be submitted to the City Clerk in support of or opposition to the proposed program and annual charge. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, January 10, 2012**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or







A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

Tentative Parcel Map 34577

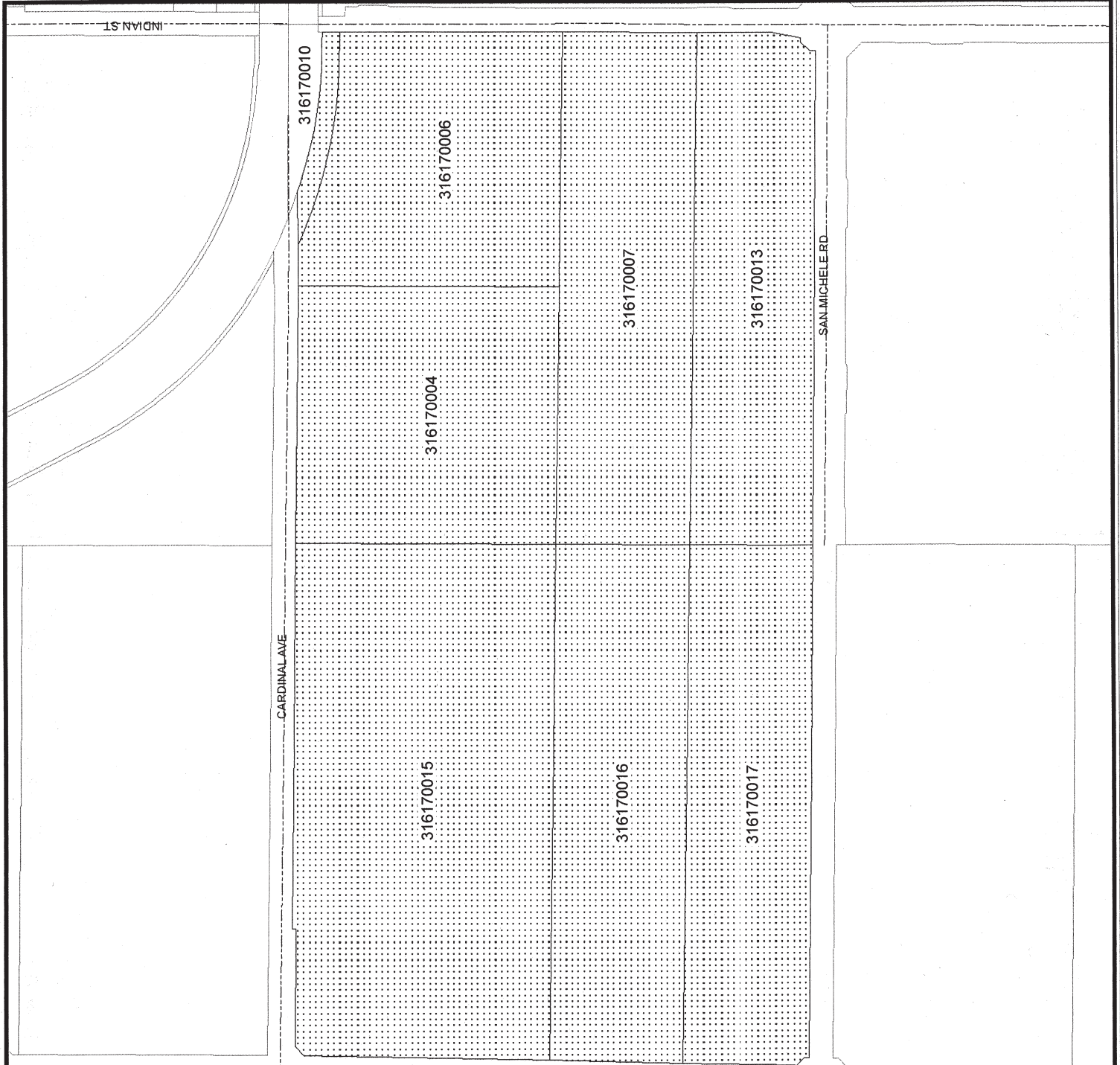
-  TPM 34577 Parcels
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of November 2, 2011.

G:\AVP\SDATPM 34577.mxd



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



COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL 1		LEVEL II	
NPDES Administration <i>(Not covered by CSA 152)</i>		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>	
<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</p>		<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</p>	
PROPOSED PARCEL RATE	Per Month	Per Year	PROPOSED PARCEL RATE
	\$2.67	\$32.00	Per Month
			\$12.58
			Per Year
			\$151.00

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)

**OFFICIAL MAIL BALLOT for the
National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of Assessor Parcel Numbers (APNs) 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2011/12 the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2012/13, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
316-170-004 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-006 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-007 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-010 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-013 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-015 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-016 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-017 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on January 10, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

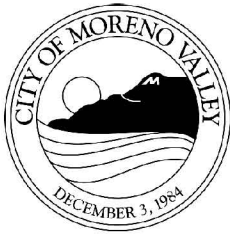
Please remember to mark the box corresponding with your decision for each APN, sign and date the ballot and return to the City Clerk's office in the provided postage-paid envelope

Llame al 951.413.3480 para obtener información verbal en Español

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

- a. Council Member Robin N. Hastings
report on Western Riverside Council of
Governments (WRCOG)**

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

Report to City Council

TO: Mayor and City Council

FROM: Robert L. Hansen, City Attorney

AGENDA DATE: January 10, 2012

TITLE: REQUEST FOR CITY COUNCIL DIRECTION IN PROCEEDING WITH AN ELECTION ON THE QUESTION OF DIRECTLY ELECTED MAYOR AND AUTHORIZATION TO HIRE REDISTRICTING CONSULTANT

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Determine whether the City should be divided into four (4), six (6) or eight (8) new City Council Districts to submit to the voters along with the question of creating the office of directly elected Mayor; and
2. Authorize the proposed redistricting of the City into four (4), six (6) or eight (8) City Council Districts; authorize the City Manager to execute a contract with National Demographics Corporation for redistricting services pursuant to their written proposal in an amount not to exceed \$30,000.00; and appropriate \$30,000.00 from the General Fund fund balance to account No. 010.13110.6291.293.
3. Bring back to the City Council for further discussion the newly created City Council Districts before submitting same to the Planning Commission for findings as required by law; and
4. Direct staff to prepare all necessary documents and ordinances to submit to the Planning Commission for findings as required by law; and
5. Direct staff to prepare all necessary documents, resolutions and ordinances for the City Council to call an election on the matter of a directly elected

Mayor and four (4), six (6) or eight (8) City Council Districts for the November 6, 2012, municipal general election.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On July 10, 1984, the Riverside County Board of Supervisors adopted Resolution No. 84-285, providing for the Moreno Valley Reorganization to be submitted to the voters as Measure F at the November 6, 1984, Riverside County general election. That reorganization provided for the incorporation of the City of Moreno Valley with a five (5) member City Council elected at large, and the formation of the Moreno Valley Community Services District. Also on the ballot at that election was Measure G, which asked the voters to decide whether future members of the City Council would be elected by or from districts. Election “by districts” means that Council Members must reside in that district and are elected by voters who only reside within that district. Election “from districts” means that Council Members must reside in that district, but they are elected by all voters in the City, regardless of the district within which they live.

Measure F passed with a majority vote establishing the City of Moreno Valley and the Moreno Valley Community Services District effective December 3, 1984. Five (5) Council Members were elected at large and became the first City Council of the City of Moreno Valley. Measure G passed with a majority of voters deciding that all future City Council Members would be elected by districts.

Pursuant to Cal. Govt. Code §36801, the first City Council, and all Moreno Valley City Councils since incorporation, have selected the Mayor from among themselves.

At the November 2, 2010, municipal general election, the City Council placed two advisory ballot measures before the voters. The first advisory ballot measure asked “Do you support changing to an elected Mayor rather than one appointed by the City Council?” The second advisory ballot measure asked “Whether or not you support changing to an elected Mayor, should the City Council call a binding election for voters to decide the issue?” Both measures received a majority “yes” vote.

Staff is now seeking direction from the City Council as to what, if any, follow-up action is to be taken on the issue of a directly elected Mayor and when that action is to be taken.

DISCUSSION

Currently, the Mayor of the City of Moreno Valley is selected by a majority of the City Council from among currently serving Council Members. This is the standard method among general law cities. Cal. Govt. Code §36801: “The City Council shall . . . choose

one of its number as Mayor, and one of its number as Mayor pro tempore.” However, a general law city is permitted to have a Mayor that is directly elected by the voters, if certain procedures are followed. Cal. Govt. Code §34900.

Procedure for Changing to Elected Mayor:

To change from the current method of the City Council selecting a Mayor to election of the Mayor by the voters, the law requires that certain ballot questions and an ordinance be submitted to the voters for their approval. Cal. Govt. Code §34871 *et seq.*; §34900 *et seq.* At a general or special municipal election, the electors of the City may determine whether to have a directly elected Mayor and may also determine the length of the term of office of such elected Mayor. Cal. Govt. Code §34900. The ballot measures for the election on the issue must be in substantially the following form:

Shall the electors elect a Mayor and _____ City Council Members? Yes or No
 Shall the term of office of Mayor be two years? Yes or No
 Shall the term of office of Mayor be four years? Yes or No

At the same election, the City Council must also submit an ordinance to the voters for approval. That ordinance “shall state the number of legislative districts, describe the boundaries of each, number them, and state whether members of the legislative body shall be elected ... by or from districts except for an elective mayor”, who shall be elected at large. Cal. Govt. Code §§34871-34872. Pursuant to Cal. Govt. Code §34877, the ballot measure for the ordinance must be in substantially the following form:

Shall members of the legislative body of the City of Moreno Valley be elected by (or from) districts described in Ordinance No. _____, and the Mayor of the City of Moreno Valley be elected on a citywide basis by the voters of the entire city?
 Yes or No

Because any proposed ordinance amends the action taken by the voters at the November 6, 1984, election where County Resolution No. 84-285 was approved, and prior to being submitted to the voters for approval, the proposed ordinance must first be submitted to the Planning Commission to make the following findings by resolution within ninety (90) days of submission of the proposed ordinance to the City Clerk:

- (1) The boundaries of each proposed district close,
- (2) No legislative district is eliminated prior to the termination of office of the sitting Council Member from that district, and
- (3) The effect of the proposed redistricting does not result in a greater number of Council Members serving concurrently than authorized by the proposed ordinance [Cal. Govt. Code §§34875 – 34876].

Following the action by the Planning Commission, the proposed ordinance will be brought to the City Council, along with proposed ballot measures, for direction to submit the measures to the Riverside County Registrar of Voters to be included in the next

municipal general election, or special election held for that purpose. The City Council must take this action no later than 88 days prior to the date of the election [Cal. Govt. Code §34871; §34901].

Upon voting on the issue of whether to have an elected Mayor, “[i]f a majority of the votes cast on the proposition is for it, the office of Mayor shall thereafter be an elective office.” Cal. Govt. Code § 34902 (a). If the ballot measure for the ordinance passes by a majority vote, at the expiration of the terms of office of the currently serving Council Members, or as otherwise provided in the ordinance, newly elected Council Members and the Mayor will be elected as provided for in the ordinance. Cal. Govt. Code §34878.

Powers and Duties of an Elected Mayor:

What powers and duties will an elected Mayor have? In California, cities are incorporated either as general law or charter cities. The City of Moreno Valley is a general law city. A general law city is one organized under the general laws of the State of California. Cities organized under the general laws of the state are subject to all constraints imposed by those laws. This means that general law cities only have that power and authority expressly conferred by the state constitution or state legislature, together with such powers as are “necessarily incident to those expressly granted or essential to the declared object and purposes of the municipal corporation.”

The other form of cities in California is the charter city. While general law cities derive their powers from the state constitution and general laws, a charter city derives its powers directly from the state constitution subject only to the limitations in their respective charters and state laws on matters of statewide concern. A charter has the force and effect of state law. The state constitution also grants supremacy to charter cities over municipal affairs, including the office of Mayor. Only charter cities can grant powers to the office of Mayor that exceed those expressly provided in state law.

The office of Mayor in a general law city has only those powers granted and conferred by state law. The powers of the office of Mayor in a general law city are set forth in Cal. Govt. Code §§40601 *et seq.* These powers are limited to signing official documents, administering oaths, ceremonial functions, presiding over meetings of the agency, and appointments of members of boards and commissions. “[W]ith the approval of the City Council, [a Mayor] shall make appointments to boards, commissions and committees unless otherwise specifically provided by statute.” Cal. Gov’t Code §40605. This means that an elected Mayor has the authority to appoint, subject to the City Council’s “right to reject Mayoral appointments.” 81 Op. Atty. Gen. Cal. 75 (1998). These appointments include “regional boards, commissions, and committees” and all “appointments to City Council subcommittees.” *Id.* The City Council may withhold approval of an appointment submitted to it by the Mayor, but may not dictate to the Mayor who the appointee must be. An elected Mayor’s power also extends to the appointment of members of the City’s Planning Commission, subject to the approval of

the City Council. 89 Op. Atty. Gen. Cal. 178 (2006). In addition, the office of Mayor has all other powers and duties of a Member of the City Council.

Charter cities, on the other hand, can expand or contract the powers and duties of the office of Mayor. Most charter cities have chosen not to expand the powers and duties of the office of Mayor, such as the cities of Riverside and Santa Ana. However, a few large cities, such as Los Angeles and San Francisco, have expanded the powers and duties of the office of Mayor. That expansion is commonly referred to as a “strong mayor.” That form of government is the Mayor-Council form of government. Only charter cities can adopt the Mayor-Council form of government and expand the powers and duties of the office of Mayor.

Therefore, in general law cities, an appointed “... Mayor is a member of the City Council and [only] has ... the powers and duties of a Member of the City Council.” Cal. Govt. Code §34903. Further, in general law cities, an appointed Mayor has that additional authority specifically conferred by Cal. Govt. Code §40601 *et seq.* Finally, in general law cities, an elected Mayor has no greater power than an appointed Mayor. Cal. Govt. Code §§40601- 40604.

Compensation:

What compensation shall an elected Mayor receive? An elected Mayor is a Member of the City Council and, as such, receives the same compensation as any other Member of the City Council. An elected Mayor may, but is not required to, receive compensation in addition to the compensation established for City Council Members. Cal. Govt. Code §36516.1. Such additional compensation may be provided by an ordinance adopted by the City Council or by a majority vote of the electors voting on the proposition at a municipal election. Additional compensation established by ordinance of the City Council may be increased or decreased by ordinance of the City Council. Additional compensation established by a vote of the electors can only be changed by a vote of the electors.

If the City Council desires to have additional compensation for an elected Mayor established by a vote of the people, then staff seeks direction as to the type and amounts of such additional compensation in order to prepare a proposed ballot measure. If the City Council desires to establish such additional compensation by ordinance, then staff seeks direction as to the type and amounts of additional compensation in order to prepare a proposed ordinance for adoption by the City Council after the election. If the City Council does not desire to have additional compensation for an elected Mayor, then no further direction is needed.

Council Districts and Mayor and Council Member Elections:

In order to prepare a proposed ordinance for submission to the voters, staff seeks direction from the City Council as to how many City Council districts the City should

have if the voters approve changing to an elected Mayor. The boundaries of proposed districts are to be included in the ordinance and ballot measures.

As stated above, general law cities proposing to have an elected Mayor are to have four (4), six (6) or eight (8) City Council districts. Cal. Govt. Code §34871. The City of Moreno Valley currently has five (5) City Council districts. If the City Council gives direction to submit four (4) City Council districts to the voters for approval at the next municipal general election, and the office of elected Mayor is created by a majority vote, then at the next succeeding municipal general election (2014), one of the current City Council seats to be filled at that election must be designated by the City Council as the office of Mayor to be filled at that election. Cal. Govt. Code §34902(a). The person elected as Mayor shall hold office from the Tuesday following the certification of the election results and until a successor is elected and qualified. *Id.*

Since current City Council districts 2 and 4 will be filled at the 2014 municipal general election, one of those two seats must be declared by the City Council to be the office of Mayor to be filled at that election.

If the City Council gives direction to submit six (6) City Council districts to the voters for approval at the 2012 municipal general election, then the new City Council seat will be added at the next succeeding municipal general election (2014), along with the office of elected Mayor, and current City Council districts 2 and 4 will have new boundaries but the Council Members in those districts will be up for re-election.

If the City Council gives direction to submit eight (8) City Council districts to the voters for approval at the 2012 municipal general election, then there would be three (3) new City Council districts added at the next succeeding municipal general election (2014), along with the office of elected Mayor and current City Council districts 2 and 4 will have new boundaries but the Council Members in those districts will be up for re-election.

The number of Council Members up for election at each municipal general election must be equalized pursuant to Cal. Govt. Code §34906. If a City has an elected Mayor and the election of the remaining Council Members for four-year terms are not evenly staggered, the City Council may, on a one time basis only and prior to the first day for circulating nomination papers for the municipal general election, designate one of the Council Member seats appearing on the municipal general election, other than the office of Mayor, to serve a two-year term until the next municipal general election. At all subsequent elections, that Council District seat shall serve a four-year term. Therefore, if the City Council directs that the City should have eight (8) City Council districts, then one of the City Council districts (probably a newly created City Council district) will have to be designated as a two-year term by the City Council prior to the first day for the circulation of nomination papers for the 2014 municipal general election for that City Council district. At the next succeeding municipal general election (2016) and thereafter, the Council Member from the City Council district so designated shall serve a four-year term.

The Mayor will be elected every two (2) years at a municipal general election if the voters determine a two-year term, or every four (4) years at a municipal general election if the voters determine a four-year term.

Timing:

Once the redistricting is complete and approved by the City Council, staff can prepare an ordinance for submission to the Planning Commission. Once the Planning Commission makes the findings required by law, staff will prepare all necessary documents and resolutions for the City Council to call an election on these matters. The City Council must adopt a resolution calling an election and submit the resolution, proposed ballot measures and ordinance to the Riverside County Registrar of Voters at least 88 days prior to the date of the next municipal general election. Elections Code §§10403; 9222 – 9223.

FISCAL IMPACT

Costs:

1. Redistricting Costs:

The City Clerk has asked National Demographics Corporation, the firm that just completed assisting the City in its latest redistricting, to provide estimates for redistricting to accommodate four (4) or six (6) City Council districts, depending on the direction from the City Council. If the direction is to have eight (8) City Council districts, then the City Council can direct the City Clerk to solicit a proposal in that regard from National Demographics Corporation.

Attached hereto as Attachment 1, is the written proposal from National Demographics Corporation for redistricting services to develop either a four (4) or six (6) district plan. The cost for the basic elements is \$12,500.00. Optional elements are itemized in the report. If the same level of service is requested as was provided in the latest redistricting effort, it would cost at least an additional \$12,000.00 to \$15,000.00, for a total of \$24,500.00 to \$27,500.00. This estimate includes two (2) to three (3) public meetings, three (3) days to meet with staff and Council Members, the on-line redistricting materials, and a public participation kit. It is requested that the City Council authorize the City Manager to enter into a contract with National Demographics Corporation for these services in an amount not to exceed \$30,000.00. Funding for these services is not included in the City Clerk's FY2011-12 Adopted Operating Budget, therefore staff recommends that \$30,000.00 be appropriated from the General Fund fund balance for these services.

2. Election Costs:

The Registrar of Voters has informed the City Clerk that the basic costs of the 2012 municipal general election for the three (3) City Council districts is \$65,000.00. Each ballot measure added to that election will cost approximately \$10,000.00. Each question submitted to the voters is a separate ballot measure. Therefore, it appears that the four (4) ballot measures will add an additional \$40,000.00 to the election costs for 2012. The total election costs for the 2012 municipal general election with three (3) City Council districts and four (4) ballot measures will be approximately \$105,000.00. If the City Council directs staff to prepare the ballot measures and ordinance for submission to the voters at a municipal special election, then the City Council can also direct the City Clerk to inquire as to the costs of such an election from the Registrar of Voters.

3. New Council District[s] and Elected Mayor Costs:

Attached hereto as Attachments 2 and 3 are a memo and table of proposed costs for the above prepared by former Deputy City Manager, and current Interim Public Works Director, Rick Hartmann in early 2010. It is recommended that this analysis be updated to provide the City Council and public with up to date and accurate estimates. This table is merely being provided to give the City Council some general idea as to the ongoing costs of the office of Elected Mayor and a proposed increase of City Council districts.

As is shown in Attachments 2 and 3, total estimated costs of an elected Mayor and adding one (1) City Council district are between \$862,087.00 and \$882,087.00. Of that amount, one time facilities costs for council chamber and office conversions and equipment are estimated to be \$150,500.00 to \$170,500.00. Ongoing budgetary operational expenses are estimated to be \$710,987.00. (The current expenditure budget for the City Council Office is \$573,450. The additional operating costs as noted in the Attachments assume additional staffing needs including one Management Analyst and one Administrative Assistant).

4. Preparation of Election Materials, Staff Reports, Resolutions and Ordinances:

The costs in preparing the ballot measures, ballot titles, ballot summaries, impartial analyses, staff reports, resolutions and ordinances will be absorbed by the City Attorney's Office in its current and future budgets.

ALTERNATIVES

1. Determine whether the City should be divided into four (4), six (6) or eight (8) new City Council Districts to submit to the voters along with the question of creating the office of directly elected Mayor; and

2. Authorize the proposed redistricting of the City into four (4), six (6) or eight (8) City Council Districts; authorize the City Manager to execute a contract with National Demographics Corporation for redistricting services pursuant to their written proposal in an amount not to exceed \$30,000.00; and appropriate \$30,000.00 from the General Fund fund balance to account No. 010.13110.6291.293.
3. Bring back to the City Council for further discussion the newly created City Council Districts before submitting same to the Planning Commission for findings as required by law; and
4. Direct staff to prepare all necessary documents and ordinances to submit to the Planning Commission for findings as required by law; and
5. Direct staff to prepare all necessary documents, resolutions and ordinances for the City Council to call an election on the matter of a directly elected Mayor and four (4), six (6) or eight (8) City Council Districts for the November 6, 2012, municipal general election; or
6. Alternatively, direct staff to take no further action on this matter.

ATTACHMENTS/EXHIBITS

Attachment 1 – National Demographics Corporation Proposal for Redistricting

Attachment 2 – March 16, 2010, Memo Re Fixed and Operational Costs

Attachment 3 – Table of Estimated Fixed and Operational Expenses

Prepared By:
Robert L. Hansen
City Attorney

Department Head Approval:
Robert L. Hansen
City Attorney

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

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**Proposal for Redistricting Services
for Moreno Valley to develop either
a 4-district or 6-district plan**

(Assumes previous completion of post-decennial redistricting of existing 5 district plan)

Basic Elements.....\$12,500

- Re-use redistricting database from initial redistricting, including Census and California Statewide Database data, incumbent locations, and any Geographic Information System (GIS) data that the City wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
- Development of 2 or 3 "Consultant Plans" for Council consideration;
- Presentation of draft plans at one Council meeting (*by conference call -- in-person meeting would involve optional per-meeting cost indicated below*);
- Analysis and preparation for Council consideration of all whole or partial plans submitted by the public;
- Presentation of final Plans at one Council meeting (*by conference call -- in-person meeting would involve optional per-meeting cost indicated below*);
- Any conference calls to discussion the project's progress or answer any Council or Staff questions that may arise;
- Any relatively minor emendations requested to a Council-preferred Draft plan;
- Work with the County Registrar of Voters to implement the final adopted plan.

Optional Elements

- In-person Council and/or public meetings, per meeting day.....\$2,000
- Development of each new plan, from scratch or nearly from scratch, beyond the 2 or 3 "Consultant Plans" in the basic package.....\$1,750
- Create, maintain, and update a project website.....\$4,500
- Repurpose original "Public Participation Kit" in paper/Acrobat PDF-only and paper-plus-Excel formats, including all necessary instructions and processing of all submitted plans.....\$1,500
- Repurpose and support original online redistricting application for the public to use to design and submit redistricting plans for NDC review and Council consideration (currently under development).....\$4,500
- Translation of any project materials in Spanish (per page).....\$125 per page

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MEMORANDUM

To: Robert Herrick, Special Legal Counsel
From: Rick C. Hartmann, Interim Assistant City Manager
Date: March 16, 2010
Subject: FIXED AND OPERATION COST ESTIMATES FOR THE PROPOSED DIRECTLY ELECTED MAYOR BALLOT MEASURE

BACKGROUND

As requested by the City Attorney's Office, I have worked with Staff to estimate the fixed and operation costs associated with the three directly elected Mayor scenarios to be considered by the City Council at its April 20 Study Session meeting. The three scenarios are as follows:

- Scenario One: Directly elected Mayor and four City Council Members for a total of five elected seats.
- Scenario Two: Directly elected Mayor and six City Council Members for a total of seven elected seats.
- Scenario Three: Directly elected Mayor and eight City Council Members for a total of nine elected seats.

ANALYSIS

Office Space: Each scenario was analyzed as to the impacts that may occur on fixed costs and operation expenses. Regarding fixed costs, Staff first assessed the need for office space. Scenario One was the simplest. The only suggested change to the existing City Council office configuration was the accommodation of a separate conference room with table and chairs for the Mayor and the conversion of the Assistant City Clerk's office (presently vacant) to the fourth City Council office. The cost to accommodate Scenario One is estimated to be \$18,000.

Scenario Two would require the relocation of the Deputy City Clerk and work area to construct two new City Council offices. The relocation of the Deputy City Clerk and work area should be close to the City Clerk and department records. The logical space would be to convert the existing Training Conference Room to needed offices and work area. This would reduce the number of large conference/meeting rooms in City Hall to the City Manager's Conference Room on the second floor, the

Aquarium Conference Room on the first floor, and the Council Chambers. There will still be three small conference/meeting rooms that can accommodate up to ten people. However both the City Manager's Conference Room and the Training Conference Room are frequently used given the need for a larger room to accommodate more than ten people. The cost to accommodate Scenario Two is estimated to be between \$150,500 and \$170,500. Included in the estimate is office furniture and related equipment for the new City Council offices and staff.

The third scenario, Scenario Three, created a number of challenges. In essence, both the City Manager's Office and the City Attorney's Office would have to be relocated to other parts of City Hall or moved off-site. If the two Offices are relocated in other areas of City Hall, other departments and staff may be displaced and relocated. The cost to accommodate Scenario Three is estimated to be between \$283,000 and \$323,000. Included in the estimate is office furniture and related equipment for the new City Council offices and staff.

Council Chambers and Other Facilities: Staff also considered the need for additional space in the Council Chambers and other facilities. As would be expected, Scenario One did not impact the Chambers or cause an impact on other facilities. There would be a minor expense of \$400 for new parking signs and maybe pavement markings.

Scenario Two may not impact the existing configuration of the Council Chambers, specifically the dais, if the City Council is comfortable with the current dais seating configuration for seven, with each space having a 33 inch work area. If the City Council would like to have a larger (42 inch) seating area/work space, the dais would have to be reconstructed and possibly relocated to the Chambers' easterly wall. If this were to occur, there would be additional expense to rewire the sound equipment and other equipment as well as lighting, staff seating area, video monitors, and the speaker's podium. If relocating the dais to the easterly wall does not work, relocating the Council Chambers off-site may have to be considered which would significantly add to the cost estimate for this scenario. There would be a minor expense of \$600 for new parking signs and pavement markings if the existing dais for seven is acceptable.

Scenario Three would require the relocation of the Council Chambers off-site (i.e., use of one of the city's building in the complex to the south) or the reconstruction of the easterly wall out for more space. A new dais would have to be purchased and associated furniture, sound equipment, video monitoring equipment, etc., to accommodate nine seating areas/working spaces. If a permanent Chambers cannot be accommodated elsewhere, a portable dais would have to be considered and available at the Conference and Recreation Center. Staff has estimated the cost of Scenario Three to be between \$22,800 and \$1.5 million.

Operation Expenses: In addition to the fixed charges described above, Staff has estimated the fiscal impacts of a directly elected Mayor on the City’s budget using the same three scenarios. Scenario One is a “base budget” with the addition of a Management Analyst. The new position would assist the Mayor in a number of legislative and political matters. Scenarios Two and Three increased the base budget by the number of elected seat being increase to seven and nine, respectively and adding an Administrative Assistant for Scenario Two and two Assistants for Scenario Three. The cost estimates between the three scenarios range between \$530,530 and \$891,444.

Attached to this Memorandum are three tables. Each table describes in more detail the various items and related cost estimates described above.

SUMMARY

In summary, the cost estimate for each scenario varies significantly and the table below has been prepared to demonstrate this fact. Please note Staff has quickly, for the purpose of discussion only, prepared this Memorandum and cost estimates. If the City Council wants to visit one or more the scenarios above in more detail, Staff stands ready to assist if requested.

**DIRECTLY ELECTED MAYOR
 COST ESTIMATE SUMMARY TABLE**

Cost Estimates	Scenario One	Scenario Two	Scenario Three
<u>Table 1</u> Mayor and City Council Offices	\$18,000	\$150,500 to \$170,500	\$283,000 to \$323,000
<u>Table 2</u> Council Chambers and Other Costs	\$400	\$600	\$1,172,800 to \$2,172,800
<u>Table 3</u> Annual Operation Expenses*	\$530,530	\$710,987	\$891,444
TOTAL	\$548,930	\$862,087 to \$882,087	\$2,347,244 to \$3,387,244

* A "Base Budget" amount of \$433,584 was used.

If you have any questions, please feel free to contact me.

/rch

Attachments (3)

- c: Robert Hansen, City Attorney (w/ attachments)
- Bill Bopf, Interim City Manager (w/ attachments)
- Jane Halstead, City Clerk (w/ attachments)

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TABLE 1
Directly Elected Mayor Cost Estimates:
Mayor and Council Offices

No.	Mayor and City Council Offices Improvements Necessary to accommodate Scenarios <i>(In today's dollars)</i>	Scenario One: Directly Elected Mayor + 4 Council Members	Scenario Two: Directly Elected Mayor + 6 Council Members	Scenario Three: Directly Elected Mayor + 8 Council Members
1	Convert two existing council offices into one for the Mayor (to accommodate conference table/chairs). Relocate fourth council office into vacant Assistant City Clerk's office.	\$10,000	\$10,000	Not Applicable
2	New conference table and chairs (6).	\$8,000	\$8,000	\$8,000
3	Relocate staff to Training Conference Room and build two new offices with new furniture.	Not Applicable	\$75,000	Not Applicable
4	Construct 2-new council offices or conference rooms where existing Deputy City Clerk presently works and the Office's work area.	Not Applicable	\$25,000	Not Applicable
5	Relocate City Attorney's Office and staff to other offices. Purchase furniture as necessary. May require the relocation of other staff to other locations.	Not Applicable	Not Applicable	\$100,000*

TABLE 1
Directly Elected Mayor Cost Estimates:
Mayor and Council Offices

No.	Mayor and City Council Offices Improvements Necessary to accommodate Scenarios (In today's dollars)	Scenario One: Directly Elected Mayor + 4 Council Members	Scenario Two: Directly Elected Mayor + 6 Council Members	Scenario Three: Directly Elected Mayor + 8 Council Members
6	Relocate City Manager Office and staff to other offices. Purchase furniture as necessary. May require the relocation of other staff to other locations.	Not Applicable	Not Applicable	\$90,000*
7	Miscellaneous office equipment per new office: Computer, phone, "hold-up" button, etc., (estimated at \$5,000/office).	Not Applicable	\$30,000 to \$50,000	\$80,000 to \$120,000
8	Space-planning consultant fee.	Not Applicable	\$2,500	\$5,000
	SUBTOTAL	\$18,000	\$150,500 to \$170,500	\$283,000 to \$323,000

* No estimate has been provided to relocate other offices if the CMO and/or CAO displace existing staff/departments in City Hall.

**TABLE 2
Directly Elected Mayor Cost Estimates:
Council Chambers and Other Facilities**

No.	Council Chambers and Other Facilities improvements to Accommodate Scenarios (In today's dollars)	Scenario One: Directly Elected Mayor + 4 Council Members	Scenario Two: Directly Elected Mayor + 6 Council Members	Scenario Three: Directly Elected Mayor + 8 Council Members
1	<p><u>Option A</u> Enlarge Council Chambers to the east (feasibility study required – cost unknown) to relocate dais. Purchase new 'made-to-fit' dais with 42" work-area/seating area. Purchase new furniture as necessary.</p>	Not Applicable	Not Applicable	\$126,000
2	<p><u>Option B</u> Purchase new dais with 30" work-area/seating area. Install in the present location. Purchase new furniture as necessary.</p>	Not Applicable	Not Applicable	\$9,000
3	<p><u>Option C</u> Utilize the existing dais and add two 33" work-areas/seating areas to match and modify dais platform.</p>	Not Applicable	Not Applicable	\$35,000
4	<p><u>Option D</u> Relocate Council Chambers and staff off-site to Annex No. 1 building. Renovate building. Include annual maintenance/facilities charges to the new off-site Council Chambers.</p>	Not Applicable	Not Applicable	\$1,000,000 to \$2,000,000

TABLE 2
Directly Elected Mayor Cost Estimates:
Council Chambers and Other Facilities

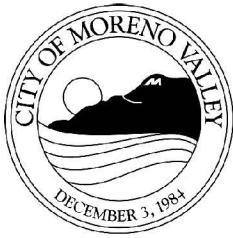
No.	Council Chambers and Other Facilities improvements to Accommodate Scenarios (In today's dollars)	Scenario One: Directly Elected Mayor + 4 Council Members	Scenario Two: Directly Elected Mayor + 6 Council Members	Scenario Three: Directly Elected Mayor + 8 Council Members
5	<u>Option E</u> Relocate Council Chambers to CRC will require additional discussion regarding the size of the dais, portability of dais, orientation, media support, etc.	Not Applicable	Not Applicable	Unknown
6	Purchase new chairs (if necessary).	Not Applicable	Not Applicable	\$2,000
7	Rework or install cabling, wiring, video cameras, microphones, Mayor's control panel, etc.	Not Applicable	Unknown	Unknown
8	Add new parking spaces and/or signs.	\$400	\$600	\$800
	SUBTOTAL	\$400	\$600	\$1,172,800 to \$2,172,800

**TABLE 3
Directly Elected Mayor Cost Estimates:
Operation Expenses**

No.	Mayor and City Council Offices Operation Expenses (In today's dollars)	Scenario One: Directly Elected Mayor + 4 Council Members	Scenario Two: Directly Elected Mayor + 6 Council Members	Scenario Three: Directly Elected Mayor + 8 Council Members
1	Mayor and City Council Salaries (including benefits): \$46,711 per position	\$233,555	\$326,977	\$420,399
2	Attendance at RDA and CSD meetings (48 per year each): \$6,240 per position	\$31,200	\$43,680	\$56,160
3	City Council discretionary funds: \$3,000 per position	\$15,000	\$21,000	\$27,000
4	Administrative Assistant(s): \$68,555 per position with benefits*	\$68,555	\$137,110	\$205,665
5	Executive Assistant: \$85,274 per position with benefits	\$85,274	\$85,274	\$85,274
6	Management Analyst: \$96,946 per position with benefits	\$96,946	\$96,946	\$96,946
	SUBTOTAL	\$530,530	\$710,987	\$891,444

* The number of Administrative Assistants: Mayor with six Council Members – 2 Assistants; Mayor and eight Council Members – 3 Assistants.

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

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: January 10, 2012

TITLE: 2012 Council Committee Participation Appointments

RECOMMENDED ACTION

Staff recommends that the City Council approve appointments to the various committees and regional bodies as recommended in the 2012 Council Committee Participation list submitted by Mayor Richard A. Stewart:

1. Appoint Mayor Richard A. Stewart to serve as the City of Moreno Valley's representative on the March Joint Powers Commission (MJPC); and
2. Appoint Mayor Pro Tem William H. Batey II to serve as the City of Moreno Valley's representative on the March Joint Powers Commission (MJPC); and
3. Appoint Council Member Marcelo Co to serve as the City of Moreno Valley's alternate representative on the March Joint Powers Commission (MJPC); and
4. Appoint Mayor Pro Tem William H. Batey II to serve as the City of Moreno Valley's representative on the Riverside County Habitat Conservation Agency (RCHCA); and
5. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Riverside County Habitat Conservation Agency (RCHCA); and
6. Appoint Council Member Marcelo Co to serve as the City of Moreno Valley's representative on the Riverside County Transportation Commission (RCTC); and
7. Appoint Mayor Richard A. Stewart to serve as the City of Moreno Valley's alternate representative on the Riverside County Transportation Commission (RCTC); and

8. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's representative on the Riverside Transit Agency (RTA); and
9. Appoint Council Member Marcelo Co to serve as the City of Moreno Valley's alternate representative on the Riverside Transit Agency (RTA); and
10. Appoint Council Member Robin N. Hastings to serve as the City of Moreno Valley's representative on the Western Riverside Council of Governments (WRCOG); and
11. Appoint Council Member Marcelo Co to serve as the City of Moreno Valley's alternate representative on the Western Riverside Council of Governments (WRCOG); and
12. Appoint Mayor Pro Tem William H. Batey II to serve as the City of Moreno Valley's representative on the Western Riverside County Regional Conservation Authority (RCA); and
13. Appoint Council Member Jesse L. Molina to serve as the City of Moreno Valley's alternate representative on the Western Riverside County Regional Conservation Authority (RCA);
14. Approve the appointments to the remaining various committees and regional bodies, as noted on the 2012 Council Committee Participation – Mayor's Recommendations list.

BACKGROUND

Mayor Stewart compiled the 2012 Council Committee Participation list following a review of the council members' committee participation over the past several years, council members' preference, and availability of the council members. It was also determined it would be appropriate for the City Council to make a separate motion for each agency that pays a stipend.

NOTIFICATION

Publication of the Agenda

ATTACHMENTS

1. 2012 Council Committee Participation – Mayor's Recommendations List

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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**CITY COUNCIL
2012 COUNCIL COMMITTEE PARTICIPATION
Mayor's Recommendations**

CITY COUNCIL ADVISORY COMMISSIONS/ BOARDS:

	<i>Primary</i>	<i>Alternate</i>
Arts Commission	HASTINGS	MOLINA
Environmental and Historical Preservation Board	BATEY	MOLINA
Recreational Trails Board	MOLINA	STEWART
Library Commission	STEWART	MOLINA
Parks & Recreation Commission	MOLINA	CO
Senior Citizens' Board	MOLINA	CO
Traffic Safety Commission	STEWART	MOLINA

CITY COUNCIL SUBCOMMITTEES:

Economic Development Subcommittee	CO/MOLINA	BATEY
Finance Subcommittee	CO/MOLINA	STEWART
Public Safety Subcommittee	BATEY/CO	STEWART

INTER-AGENCY:

March Joint Powers Commission (JPC)	STEWART/BATEY	CO
School Districts/City Joint Task Force	STEWART/MOLINA	CO
*Riverside County Habitat Conservation Agency (RCHCA)	BATEY	MOLINA
*Riverside County Transportation Commission (RCTC)	CO	STEWART
*Riverside Transit Agency (RTA)	MOLINA	CO
*Western Riverside Council of Governments (WRCOG)	HASTINGS	CO
*Western Riverside County Regional Conservation Authority (RCA)	BATEY	MOLINA

* Mayor participation or designee

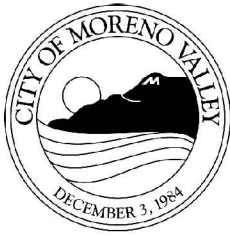
Approved:

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G. 2 CITY MANAGER'S REPORT

**(Informational Oral Presentation only –
not for Council action)**

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: January 10, 2012

TITLE: ORDINANCE DESIGNATING SPEED LIMIT CERTIFICATION ON VARIOUS STREETS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Receive and file this report; and
2. Introduce Ordinance No. 837, amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code declaring prima facie speed limits on certain streets (as listed on the ordinance). (Roll call required)

ADVISORY BOARD/COMMISSION RECOMMENDATION

This item was presented to the Traffic Safety Commission (TSC) at their regular monthly meeting on Wednesday, January 4th, 2012. The TSC recommendations regarding the subject prima facie speed limits are on file with the TSC report and the Engineering and Traffic Surveys in the Public Works Department.

BACKGROUND

Section 40802 of the California Vehicle Code (CVC) requires an Engineering and Traffic Survey, as defined in CVC Section 627, be performed when enforcing the speed limit by radar or other electronic devices. In compliance with this requirement, Transportation Engineering Division staff prepares and updates Engineering and Traffic Surveys as specified in the CVC and per the guidelines of the California Manual on Uniform Traffic

Control Devices (CAMUTCD). Based upon the results of these Engineering and Traffic Surveys, staff recommends the City Council to approve and declare the proposed speed limits listed in the ordinance as prima facie speed limits that facilitate the orderly movement of traffic within the city.

DISCUSSION

The recommended speed limit, a main component of an Engineering and Traffic Survey, is based upon the premise that a reasonable speed limit is one that conforms to the behavior of the majority of motorists, and by measuring prevailing speeds, a speed limit is determined that is reasonable and effective. For a speed limit to be effective, at least eight-five percent of the drivers must voluntarily comply with the law. Setting speed limits at appropriate levels creates a uniform flow of traffic, discourages violation of the law, and helps maintain safe streets and highways. Speed limits are often set below prevailing speeds when other factors otherwise not readily apparent to the driver, exist on the roadway. Factors that need to be considered include, but are not limited to, collision history for the roadway segment, design speed, sight distance constraints, pedestrian / bicycle safety, and direct residential access. Staff has recommended these prima facie speed limits accordingly. Currently, there is no existing established speed zone for the segment of Alessandro Boulevard, from Theodore Street to Gilman Springs Road. Based upon the result of the Engineering and Traffic Survey, staff recommends that a speed limit of 50 MPH be established for this segment. For the remaining speed zones listed in the ordinance, no change is recommended for the existing speed limits.

The Moreno Valley Police Department submits the following additional information for consideration:

Engineering and Traffic Surveys are critical for the radar enforcement of posted speed limits within the City of Moreno Valley. Additionally, the Riverside County Superior Court magistrate diligently verifies that there are current Engineering and Traffic Surveys on file.

FISCAL IMPACT

The cost of signing and striping modifications required for the subject speed zones is included in the annual budget of the Transportation Engineering Division for Signing & Striping Maintenance (Account No. 121.55430).

CITY COUNCIL GOALS

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

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

SUMMARY

As required by Section 40802 of the California Vehicle Code, Engineering and Traffic Surveys were performed for certain streets to support enforcement of speed limits by radar or other electronic devices. Based upon the premise that a reasonable speed limit is one that conforms to the behavior of the majority of motorists and the measured prevailing speed, staff recommends that the proposed speed limits (as listed on the ordinance) be approved by City Council and declared as prima facie speed limits.

NOTIFICATION

Publication of Agenda

ATTACHMENTS

- Attachment A - Proposed Ordinance
- Attachment B - Summary of Certified Speed Zones
- Attachment C - Map entitled “Citywide Speed Limit”

Prepared By:
 Vincent L. Tran, P.E.
 Associate Engineer

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

Concurred By:
 Eric Lewis, P.E., T.E.
 City Traffic Engineer

Concurred By:
 John Anderson
 Police Chief

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

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ORDINANCE NO. 837

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 12.20.020 OF CHAPTER 12.20 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO A PRIMA FACIE SPEED LIMIT FOR CERTAIN STREETS

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. AMENDMENT TO THE MUNICIPAL CODE:

Section 12.20.020 of the City of Moreno Valley Municipal Code is hereby amended by declaring the prima facie speed limit (in miles per hour) for the following streets to provide as follows:

Name of Street	Segment Affected	Declared Prima Facie Speed Limit (MILES PER HOUR)
Alessandro Boulevard	Lasselle Street to Nason Street	50
Alessandro Boulevard	Nason Street to Moreno Beach Drive	50
Alessandro Boulevard	Moreno Beach Drive to Merwin Street	40
Alessandro Boulevard	Merwin Street to Theodore Street	50
Alessandro Boulevard	Theodore Street to Gilman Springs Road	50
Bay Avenue	Perris Boulevard to Lasselle Street	35
Cactus Ave	Moreno Beach Drive to 1/2 mile east of Redlands Boulevard	50
Calle San Juan De Los Lagos	Veterans Way to Frederick Street	35
Cottonwood Avenue	Nason Street to Moreno Beach Drive	40
Cottonwood Avenue	Day Street to Frederick Street	40
Cottonwood Avenue	Old 215 Frontage Road to Day Street	35
Day Street	Alessandro Boulevard to Cottonwood Avenue	25

Name of Street	Segment Affected	Declared Prima Facie Speed Limit (MILES PER HOUR)
Eucalyptus Avenue	Morrison Street to Nason Street	40
Gentian Avenue	Heacock Street to Indian Street	40
Gentian Avenue	Kitching Street to Lasselle Street	45
Heacock Street	John F. Kennedy Drive to Southern City Limit	50
Iris Avenue	Perris Boulevard to Kitching Street	50
Ironwood Avenue	Nason Street to Theodore Street	55
John F. Kennedy Drive	Oliver Street to Cactus Avenue	45
Kalmia Avenue	Moreno Beach Drive to Quincy Street	25
Kitching Street	John F. Kennedy Drive to Alessandro Boulevard	45
Kitching Street	Cottonwood Avenue to Eucalyptus Avenue	40
Kitching Street	Eucalyptus Avenue to Sunnymead Boulevard	40
Kitching Street	Elder Street to Ironwood Avenue	30
Lasselle Street	Iris Avenue to Southern City Limit	50
Lasselle Street	John F. Kennedy Drive to Iris Avenue	50
Manzanita Avenue	Heacock Street to Perris Boulevard	40
Moreno Beach Drive/Auto Mall Parkway	John F. Kennedy Drive to Eucalyptus Avenue	55
Moreno Beach Drive	Eucalyptus Avenue to Locust Street	55
Nason Street	Alessandro Boulevard to Ironwood Avenue	45
Oliver Street	Iris Avenue to Laurel Court	25
Oliver Street	Alessandro Boulevard to Cactus Avenue	40
Reche Vista Drive	Heacock Street to Northern City Limit	45
Theodore Street	Alessandro Boulevard to Ironwood Avenue	55

Ordinance No. 837
Date Adopted: January 10, 2012

SECTION 2. BASIS OF DETERMINATION:

There is on file with the City Traffic Engineer a traffic investigative report indicating that the speed limits set forth above are reasonable and safe and most appropriate to facilitate the orderly movement of traffic.

SECTION 3. IMPLEMENTATION:

The City Traffic Engineer shall post appropriate signs giving notice of the prima facie speed limit changed as determined by this Ordinance.

SECTION 4. EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5. NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6. EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____ 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Ordinance No. 837
Date Adopted: January 10, 2012

ORDINANCE JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this ordinance should follow this jurat.]

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Summary of Certified Speed Zones

December 2011

Attachment "B"

	Street	Limits	Posted Speed Limit	Recommended Speed	85th %tile Speed	Avg Speed	Pace	Collisions (2 Years)	Length	Volume (1000's)	Coll Rate (per million vehicle miles)	Coll Rate Status	Remarks
1	Alessandro Blvd	Lasselle St to Nason St	50	50	51	49	46-55	4	1.00	8.4	0.65	Below	
2	Alessandro Blvd	Nason St to Moreno Beach Dr	50	50	51	49	45-54	1	1.00	8.4	0.16	Below	
3	Alessandro Blvd	Moreno Beach Dr to Merwin St	40	40	41	39	35-44	5	1.25	8.4	0.65	Below	
4	Alessandro Blvd	Merwin St to Theodore St	50	50	51	49	45-54	0	0.75	2.7	0.00	Below	
5	Alessandro Blvd	Theodore St to Gilman Springs Rd	New	50	51	49	45-54	0	2.00	2.4	0.00	Below	
6	Bay Ave	Perris Blvd to Lasselle St	35	35	35	33	29-38	3	1.00	2.3	1.79	Below	
7	Cactus Ave	Moreno Beach Dr to 1/2 mile east of Redlands Blvd	50	50	52	49	45-54	0	1.50	1.0	0.00	Below	
8	Calle San Juan De Los Lagos	Veterans Way to Frederick St	35	35	36	34	30-39	1	0.31	2.0	2.21	Below	
9	Cottonwood Ave	Nason St to Moreno Beach Dr	40	40	38	41	34-43	2	1.00	4.1	0.67	Below	
10	Cottonwood Ave	Day St to Frederick St	40	40	41	39	36-45	8	1.00	5.0	2.19	Below	
11	Cottonwood Ave	Old 215 Frontage Rd to Day St	35	35	37	34	31-40	1	0.50	1.7	1.61	Below	
12	Day St	Alessandro Blvd to Cottonwood Ave	25	25	37	33	28-37	1	0.50	8.6	0.32	Below	
13	Eucalyptus Ave	Morrison St to Nason St	40	40	42	39	36-45	2	0.50	4.0	1.37	Below	
14	Gentian Ave	Heacock St to Indian St	40	40	40	37	34-43	1	0.50	1.0	2.74	Below	
15	Gentian Ave	Kitching St to Lasselle St	45	45	47	44	40-49	0	0.50	8.8	0.00	Below	
16	Heacock St	John F. Kennedy Dr to Southern City Limit	50	50	52	49	45-54	8	3.00	5.0	0.73	Below	
17	Iris Ave	Perris Blvd to Kitching St	50	50	51	49	44-53	3	1.00	18.8	0.22	Below	
18	Ironwood Ave	Nason St to Theodore St	55	55	56	53	48-57	2	3.00	5.0	0.18	Below	
19	John F. Kennedy Dr	Oliver St to Cactus Ave	45	45	47	44	39-48	4	1.75	5.0	0.63	Below	
20	Kalmia Ave	Moreno Beach Dr to Quincy St	25	25	27	25	23-32	0	0.75	5.0	0.00	Below	
21	Kitching St	John F. Kennedy Dr to Alessandro Blvd	45	45	46	43	37-46	1	1.00	5.0	0.27	Below	
22	Kitching St	Cottonwood Ave to Eucalyptus Ave	40	40	42	39	35-44	1	0.50	5.0	0.55	Below	
23	Kitching St	Eucalyptus Ave to Sunnymead Blvd	40	40	41	38	34-43	1	0.50	7.8	0.35	Below	
24	Kitching St	Elder St to Ironwood Ave	30	30	32	29	25-34	1	0.50	2.3	1.19	Below	
25	Lasselle St	Iris Ave to Southern City Limit	50	50	51	48	43-52	24	2.30	17.2	0.83	Below	
26	Lasselle St	John F. Kennedy Dr to Iris Ave	50	50	52	49	44-53	13	1.00	14.3	1.25	Below	
27	Manzanita Ave	Heacock St to Perris Blvd	40	40	40	38	33-42	1	0.85	5.0	0.32	Below	

Summary of Certified Speed Zones

December 2011

	Street	Limits	Posted Speed Limit	Recommended Speed	85th %tile Speed	Avg Speed	Pace	Collisions (2 Years)	Length	Volume (1000's)	Coll Rate (per million vehicle miles)	Coll Rate Status	Remarks
28	Moreno Beach Dr/Auto Mall Parkway	John F. Kennedy Dr to Eucalyptus Ave	55	55	56	54	50-59	27	2.50	17.3	0.86	Below	
29	Moreno Beach Dr	Eucalyptus Ave to Locust St	55	55	57	54	50-59	2	1.50	6.8	0.27	Below	
30	Nason St	Alessandro Blvd to Ironwood Ave	45	45	47	44	40-49	16	2.00	15.1	0.73	Below	
31	Oliver St	Iris Ave to Laurel Ct	25	25	27	25	23-32	0	0.50	0.7	0.00	Below	
32	Oliver St	Alessandro Blvd to Cactus Ave	40	40	39	37	33-42	0	0.50	0.5	0.00	Below	
33	Reche Vista Dr	Heacock St to Northern City Limit	45	45	50	45	41-50	8	0.50	9.3	2.36	Above	
34	Theodore St	Alessandro Blvd to Ironwood Ave	55	55	56	54	50-59	0	2.00	1.2	0.00	Below	

* Shading indicates a change in the existing speed limit or a new speed zone.

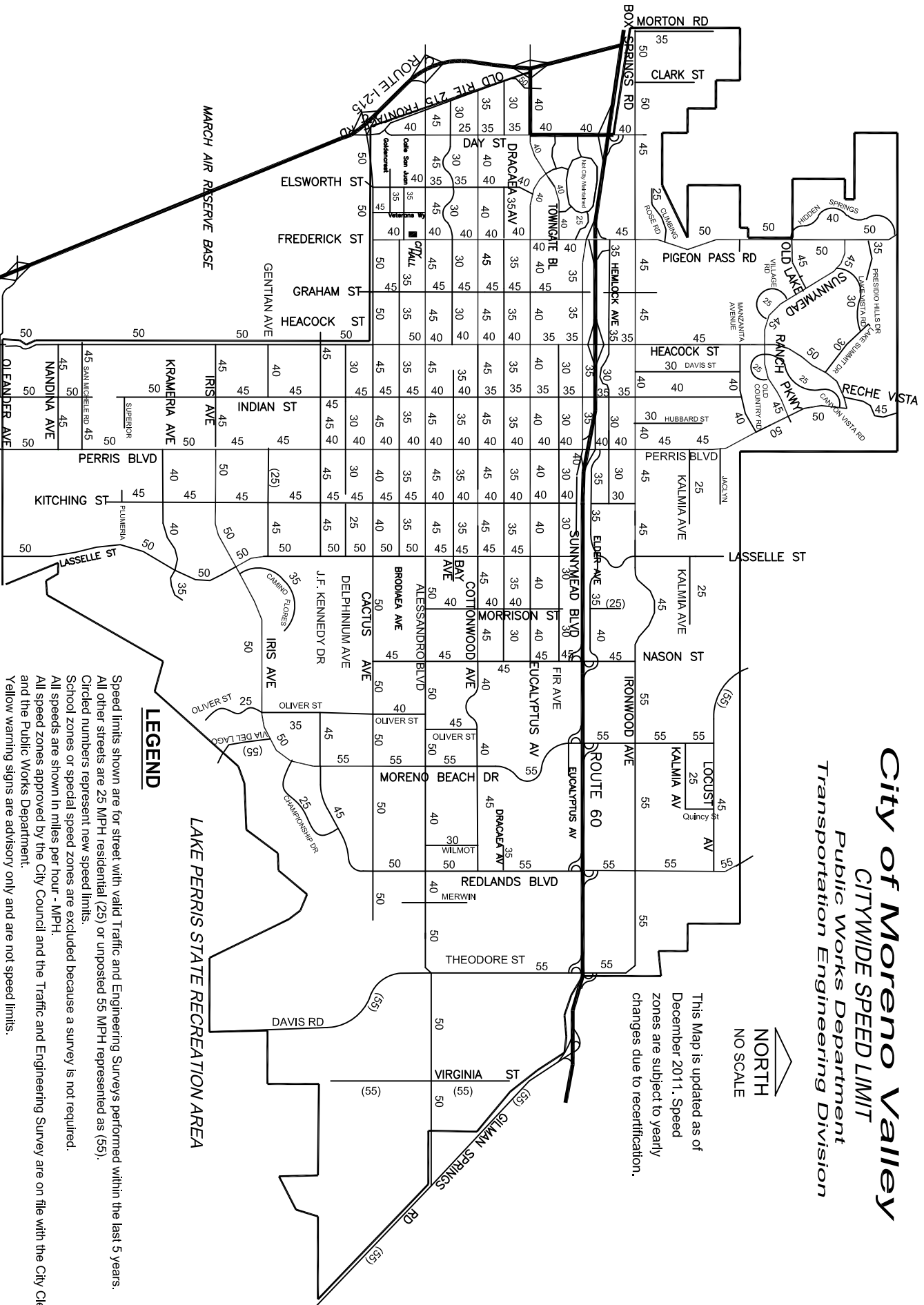
* Collision Rate Status is based on the Caltrans 2005 Collision Data on California State Highway.

City of Moreno Valley

Public Works Department Transportation Engineering Division



This Map is updated as of December 2011. Speed zones are subject to yearly changes due to recertification.



LEGEND

Speed limits shown are for street with valid Traffic and Engineering Surveys performed within the last 5 years.
 All other streets are 25 MPH residential (25) or unposted 55 MPH represented as (55).
 Circled numbers represent new speed limits.
 School zones or special speed zones are excluded because a survey is not required.
 All speeds are shown in miles per hour - MPH.
 All speed zones approved by the City Council and the Traffic and Engineering Survey are on file with the City Clerk and the Public Works Department.
 Yellow warning signs are advisory only and are not speed limits.

The information on this map is provided as a courtesy and deemed reliable based on Traffic & Engineering Surveys on file. The City makes no guarantee or warranty regarding the accuracy of this map.

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ORDINANCE NO. 836

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 12.36.010 OF CHAPTER 12.36 OF TITLE 12 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, REVISING THE DESIGNATION OF TRUCK ROUTES.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

Section 12.36.010 of Chapter 12.36 of Title 12 of the City of Moreno Valley Municipal Code is amended in its entirety to read as follows:

“12.36.010 Truck Routes Established. The following Streets and portions thereof are designated and established as truck routes:

<u>Street</u>	<u>Limits</u>
Alessandro Boulevard	Interstate Route 215 to the Easterly City Limits
Cactus Avenue	Interstate Route 215 to Perris Boulevard
Elsworth Avenue	Alessandro Boulevard to Cactus Avenue
Frederick Street	Cactus Avenue to Sunnymead Boulevard
Gilman Springs Road	State Highway 60 to the Easterly City Limits
Graham Street	Alessandro Boulevard to Cactus Avenue
Heacock Street	San Michele Road to Reche Vista Drive
Indian Street	San Michele Road to the Southerly City Limits
Ironwood Avenue	Pigeon Pass Road to Perris Boulevard
Moreno Beach Drive ramp	Alessandro Boulevard to the SR-60 WB on/off
Nandina Avenue	Perris Boulevard to Indian Street
Perris Boulevard	Ironwood Avenue to the southerly City Limits
Pigeon Pass Road	Sunnymead Boulevard to Ironwood Avenue
Reche Vista Road	Heacock Street to Northerly City Limits

Redlands Boulevard	<u>SR60 EB on / off ramps</u> Alessandro Boulevard to the Northerly City Limits
San Michele Road	Perris Boulevard to Heacock Street
Sunnymead Boulevard	Frederick Street to Perris Boulevard
Theodore Street	Alessandro Boulevard to Ironwood Avenue

The City does not intend by this chapter to regulate, or to attempt to regulate traffic or parking on any Federal or State highway.”

SECTION 2. EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 3. NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 4. EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

Ordinance No. 836
Date adopted: January 10, 2012

APPROVED AND ADOPTED this ___ day of _____, 2012.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

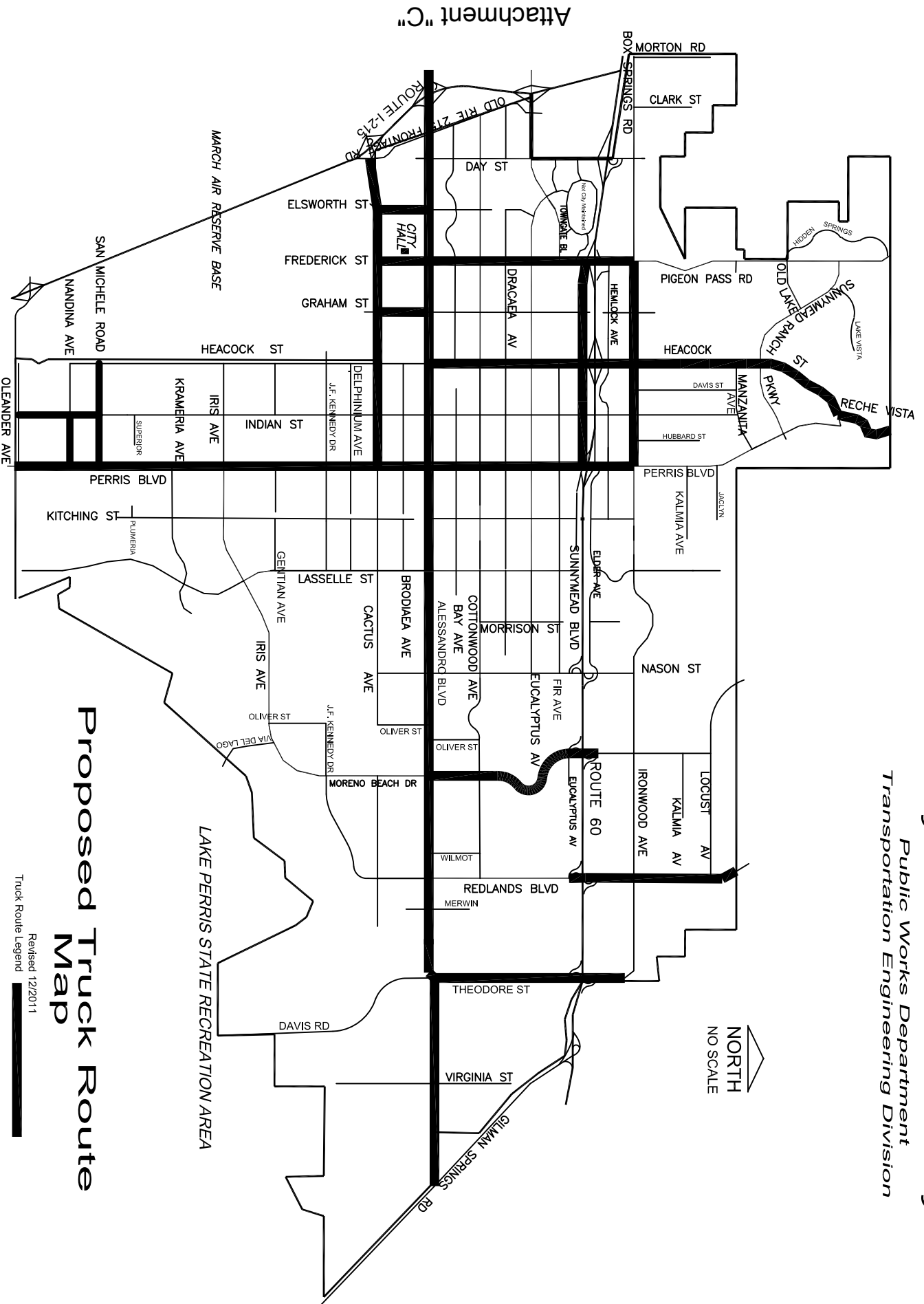
City Attorney

Ordinance No. 836
Date adopted: January 10, 2012

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City of Moreno Valley
 Public Works Department
 Transportation Engineering Division



Proposed Truck Route Map

Revised 12/2011
 Truck Route Legend

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