

AGENDA

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

November 12, 2013

SPECIAL PRESENTATIONS – 5:30 P.M. REGULAR MEETING – 6:00 P.M.

City Council Study Sessions First & Third Tuesdays of each month – 6:00 p.m. City Council Meetings Second & Fourth Tuesdays of each month – 6:00 p.m. City Council Closed Sessions

Immediately following Regular City Council Meetings and Study Sessions, unless no Closed Session Items are Scheduled

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Tom Owings, Mayor

Jesse L. Molina, Mayor Pro Tem Richard A. Stewart, Council Member Yxstian Gutierrez, Council Member Victoria Baca, Council Member

AGENDA CITY COUNCIL OF THE CITY OF MORENO VALLEY November 12, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Employees of the Quarter, 2nd Quarter 2013

(Facilities) Rix Skonberg, Alice Rod, Jasmin Rivera, Adam Patino, Daphne McKinney, Frank Kim, Hector Gomez and Javier Ponce) and

(Network Operations and Telecommunications) (Mike Box, Joe Lara, Nick Thouas, Robert Silva, Mark Kirks and Dave Ebarra)

2. Keep Moreno Valley Beautiful Announcement

3. Proclamation Recognizing November as Pancreatic Cancer Awareness Month

- 4. Business Spotlight
 - a) Banig Restaurant
 - b) Tutu Barre

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

THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD MEETINGS

REGULAR MEETING - 6:00 PM NOVEMBER 12, 2013

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Paul Cunningham - Renewal Christian Fellowship

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 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.

JOINT CONSENT CALENDARS (SECTIONS A-D)

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

A. CONSENT CALENDAR-CITY COUNCIL

- A.1 ORDINANCES READING BY TITLE ONLY **Recommendation:** Waive reading of all Ordinances.
- A.2 MINUTES REGULAR MEETING OF OCTOBER 22, 2013 (Report of: City Clerk's Department)

Recommendation:

- 1. Approve as submitted.
- A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:

- 1. Receive and file the Reports on Reimbursable Activities for the period of October 16 November 5, 2013.
- A.4 APPROVAL OF PAYMENT REGISTER FOR SEPTEMBER, 2013 (Report of: Financial & Management Services Department)

Recommendation:

- 1. Adopt Resolution No. 2013-83. A Resolution of the City Council of the City of Moreno Valley, California, approving the Payment Register for the month of September, 2013 in the amount of \$15,282,931.30.
- A.5 RECEIPT OF QUARTERLY INVESTMENT REPORT QUARTER ENDED SEPTEMBER 30, 2013 (Report of: Financial & Management Services Department)

Recommendation:

- 1. Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.
- A.6 PA09-0012 (PM 36162) PHASE I ACCEPT THE AGREEMENT AND

SECURITY FOR PUBLIC IMPROVEMENTS (Report of: Public Works Department)

Recommendations:

- 1. Accept the Agreement and Security for Public Improvements for Moreno Knox, LLC.
- 2. Authorize the Mayor to execute the Agreement.
- 3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
- 4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.
- A.7 A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING A LONG RANGE PROPERTY MANAGEMENT PLAN (Report of: Community & Economic Development Department)

Recommendation:

- 1. That the City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Adopt Resolution No. SA 2013-10. A Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley approving the Long Range Property Management Plan; authorize the Executive Director or their designee to make modifications to the Plan; and authorize the submission of the Property Management Plan for approval by the Oversight Board and the State Department of Finance.
- A.8 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH RIVERSIDE CONSTRUCTION COMPANY, INC. FOR HARDSCAPE AND LANDSCAPING FOR THE SR-60/NASON STREET OVERCROSSING IMPROVEMENTS PROJECT NO. 802 0003 70 77 (Report of: Public Works Department)

Recommendations:

 Authorize a Change Order to increase the existing Purchase Order with Riverside Construction Company, Inc. in the amount of \$3,360,000 (\$2,800,000 contract plus \$560,000 contingency) for hardscape and landscaping on the SR-60/Nason Street Overcrossing Improvements project.

- 2. Authorize the Public Works Director/City Engineer to execute the Change Order to the Purchase Order for Riverside Construction Company, Inc., authorize the Public Works Director/City Engineer to approve any changes that may be requested by Caltrans or the City, and execute any Change Orders to the construction contract with Riverside Construction Company, Inc. up to, but not exceeding, the Purchase Order's total contingency amount.
- A.9 RECOMMENDATION TO ESTABLISH THE CLASSIFICATION OF FINANCIAL RESOURCES DIVISION MANAGER IN THE FINANCIAL & MANAGEMENT SERVICES DEPARTMENT (Report of: Financial & Management Services Department)

Recommendation:

- 1. Adopt the new position, class specification and salary range of the Financial Resources Division Manager in the Financial & Management Services Department, representing a reclassification of the Budget Officer position.
- A.10 ADOPT RESOLUTION IN SUPPORT OF BAY-DELTA CONSERVATION PLAN (Report of: City Manager Department)

Recommendation:

1. Adopt Resolution No. 2013-84. A Resolution of the City Council of the City of Moreno Valley, California, in Support of the Bay Delta Conservation Plan, Reliable Water Supplies, and Environmental Restoration.

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 OCTOBER 22, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1 ORDINANCES READING BY TITLE ONLY **Recommendation:** Waive reading of all Ordinances.
- C.2 MINUTES REGULAR MEETING OF OCTOBER 22, 2013 (Report of: City Clerk's Department)

Recommendation:

1. 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 OCTOBER 22, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

E. PUBLIC HEARINGS

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

E.1 PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #3 (NEIGHBORHOOD STABILIZATION PROGRAM 3 – NSP3) TO THE FY 2013-2014 ANNUAL ACTION PLAN AND AMENDMENT #3 TO NSP3 PROGRAM GUIDELINES (Report of: Community & Economic Development Department)

Recommendations That the City Council:

- 1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed Substantial Amendment #3 to the FY 2013-2014 Annual Action and Amendment #3 to the NSP 3 Program Guidelines.
- 2. Approve the proposed amendments to the NSP3 Program that redefine the Target Areas and reallocate funds between HUD-approved NSP3 eligible activities (Attachment 1).
- 3. Approve the Budget Appropriation Adjustment (BAA) and authorize the Chief Financial Officer to process the adjustments.
- 4. Authorize the City Manager to reallocate NSP3 funds between HUDapproved grant activities.

E.2 PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENTS #1 (COMMUNITY DEVELOPMENT BLOCK GRANT - CDBG) AND #2 (HOME INVESTMENT PARTNERSHIP PROGRAM - HOME) TO THE FY 2013-2014 ANNUAL ACTION PLAN (Report of: Community & Economic Development Department)

Recommendations That the City Council:

- 1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendments #1 (CDBG) and #2 (HOME) to the FY 2013-2014 Annual Action Plan.
- 2. Review and adopt the proposed Substantial Amendments #1 (CDBG) and #2 (HOME) to the FY 2013-2014 Annual Action Plan.
- 3. Approve the necessary Revenue and Expense Appropriations and authorize the Chief Financial Officer to process the adjustments.
- 4. Authorize the City Manager to reallocate grant funds between HUDapproved grant activities.

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

G. REPORTS

G.1 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR ASSESSOR'S PARCEL NUMBERS (APNS) 291-192-025; AND 312-250-018, -019, AND -024 BALLOTING FOR NPDES (Report of: Financial & Management Services Department)

Recommendations That the City Council:

- 1. Accept public comments regarding the mail ballot proceedings for APNs 291-192-025; and 312-250-018, -019, and -024 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.
- G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR ASSESSOR'S PARCEL NUMBERS (APNS) 291-192-025; 312-250-018, -019, AND -024; AND 316-020-002 THROUGH -005 AND 316-020-012 THROUGH -019 BALLOTING FOR CSD ZONE M (Report of: Financial & Management Services Department)

Recommendations That the CSD:

1. Accept public comments regarding the mail ballot proceedings for APNs 291-192-025; 312-250-018, -019, and -024; and 316-020-002 through -005 and 316-020-012 through -019 for inclusion into and

approval of the annual charges for the CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) program.

G.3 SECOND AMENDMENT TO AFFORDABLE HOUSING AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY, AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP (Report of: Community & Economic Development Department)

Recommendations That the City Council and Housing Authority:

- 1. Approve the Second Amendment to the Affordable Housing Agreement, by and between the City of Moreno Valley, Moreno Valley Housing Authority, and MV Hemlock LP, a California Limited Partnership to increase the City's HOME contribution by \$700,000.
- G.4 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO FLATIRON ELECTRIC GROUP, INC. EMERGENCY VEHICLE PRE-EMPTION RETROFIT AT 117 SIGNALIZED INTERSECTIONS — PROJECT NO. 808 0010 70 76 (Report of: Public Works Department)

Recommendations That the City Council:

- 1. Waive any and all minor irregularities and award the contract to Flatiron Electric Group, Inc., 7911-A Pine Avenue, Chino, CA 91708, the lowest responsible bidder, for Emergency Vehicle Pre-Emption Retrofit at 117 Existing Signalized Intersections.
- 2. Authorize the City Manager to execute a contract with Flatiron Electric Group, Inc.
- 3. Authorize the issuance of a Purchase Order to Flatiron Electric Group, Inc. for the amount of \$418,025 (\$363,500 bid plus 15% contingency) when the contract has been signed by all parties.
- 4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Flatiron Electric Group, Inc. up to, but not exceeding, the contingency amount of \$54,525, subject to the approval of the City Attorney.
- 5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system and release the retention to Flatiron Electric Group, Inc., if no claims are filed against the project.

- G.5 CITY MANAGER'S REPORT (Informational Oral Presentation not for Council action)
- G.6 CITY ATTORNEY'S REPORT (Informational Oral Presentation not for Council action)

H. LEGISLATIVE ACTIONS

- H.1 ORDINANCES 1ST READING AND INTRODUCTION
 - H.1.1 ADOPTION OF 2013 CALIFORNIA BUILDING CODES, CALIFORNIA CODE OF REGULATIONS, TITLE 24, INCORPORATING THE LATEST EDITIONS OF THE MODEL CODES WITH AMENDMENTS (Report of: Community & Economic Development Department)

Recommendations That the City Council:

- Approve Ordinance No. 871. An Ordinance of the City Council of the City of Moreno Valley, California amending Title 8, of the City of Moreno Valley Municipal Code by repealing and replacing Chapters 8.20, 8.22, 8.23, 8.24, 8.26, 8.36 and adopting, as modified, the California Building Standards Code, California Code of Regulations, Title 24; incorporating the 2012 International Building Code, 2012 Uniform Mechanical Code, the 2012 International Residential Code, the 2012 Uniform Plumbing Code, the 2012 International Fire Code, and the 2011 National Electrical Code; and adopting other regulations relating to Building and Fire Prevention requirements.
- H.2 ORDINANCES 2ND READING AND ADOPTION NONE
- H.3 ORDINANCES URGENCY ORDINANCES NONE
- H.4 RESOLUTIONS NONE

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

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

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in 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 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

2 SECTION 54956.9(d)(4) - CONFERENCE WITH LEGAL COUNSEL -INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that the City Council Agenda was posted in the following places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley 14177 Frederick Street Moreno Valley Library 25480 Alessandro Boulevard

Moreno Valley Senior/Community Center 25075 Fir Avenue

Jane Halstead, CMC, City Clerk

Date Posted: November 6, 2013

MINUTES CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY October 22, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing Epilepsy Awareness Month - November 2013

2. Proclamation Recognizing Val Verde Unified School District Performance Achievements

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

REGULAR MEETING – 6:00 PM October 22, 2013

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:02 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street

Mayor Tom Owings announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Pete Bleckert

INVOCATION

Pastor Eddie Ogwo - Heartbeat of God Assembly

Mayor Tom Owings asked to take a moment of silence in memory of a young student who unexpectedly lost his life today.

ROLL CALL

Council:

Tom Owings Jesse L. Molina Richard A. Stewart Yxstian Gutierrez Victoria Baca Mayor Mayor Pro Tem Council Member Council Member Council Member

Staff:

Jane Halstead Ewa Lopez Suzanne Bryant Michelle Dawson Tom DeSantis Michele Patterson Chris Paxton Joel Ontiveros Abdul Ahmad John Terell Mike McCarty Prem Kumar Steve Hargis City Clerk Deputy City Clerk City Attorney City Manager Assistant City Manager Assistant to the City Manager Administrative Services Director Police Chief Fire Chief Community and Economic Development Director Parks & Community Services Director Assistant City Engineer Technology Services Division Manager

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

Kenny Bell, jobs promised by Sketchers; the right to voice opinion

<u>Deanna Reeder</u>, mailers/flyers distributed/paid for by Beachwood Realty and paid by Taxpayers against Costly Recalls

<u>Joe D. Chavez</u>, voiced disagreement with speakers and addressed problems occurring in the City

Christopher Baca, recall

JoAnn Stephan, recall

Louise Palomarez, recall

<u>Robert Palomarez</u>, study session items regarding foreclosed property; rebuilding corporate yard; record destruction

AGENDA ORDER

Recess; Reconvened

Remaining Speakers spoke after Item G.6 (City Attorney's Report) item:

Mayor Tom Owings thanked Police Chief for working cooperatively and effectively for betterment of Sunnymead Blvd.

Mayor Tom Owings recognized and thanked Mr. Benjamin Shuler, a primary founder of the Hole in the Wall, a nonprofit organization located on

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Postal Avenue, for his efforts, dedication and support for betterment of Sunnymead Blvd. and for his work helping people who are homeless and recovering from addiction; asked the residents for donations to help Mr. Shuler in community feeding, which will be held on November 30, 2 p.m. - 5 p.m.; residents may visit the organization at 24187 Postal Avenue or contact at 951.486.0861.

<u>Scott Heveran</u>, recall; accusation by recall opponents; encouraged citizens to be involved.

<u>Marcia Amino</u>, civility; powers and duties of general law city mayor and city manager; desire for honest government

<u>Kathleen Dale</u>, derogatory comments; council members decorum; personal attacks; equal enforcement of council rules; rights to vote/District 4 appointment; hopes Item A. 10 will be scheduled for a study session

<u>Susan Gilmore Owings</u> (Mayor Tom Owings's wife), expressed loyalty to her husband, Council and staff; decorum of Mayor's wife; asked to support the local community

Kama Burton, concerns regarding foreclosure registration ordinance and inaccurate information

<u>Will Herring</u>, President of MV Realtors, opposes proposed foreclosure registration ordinance - inaccurate information was presented by the proponent; willing to work with the city on the issue

<u>Daryl Terrell</u>, need to restore credibility and trust in the City; balanced City's budget vs. making the city unsafe by public safety cuts

<u>Nina Ramos Hiers</u>, Mayor's comments; disenfranchised people in District 4; DUI checkpoints; FBI investigation

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

City Clerk announced that staff is requesting item A.10 (Records Retention Schedule) to be continued. The resolution to update the retention schedule will come back to the City Council with a more comprehensive staff report explaining the need for the update and specifically outlining what revisions are being proposed. The Records Consultant will be on hand. The staff report will be presented as a report and not on the consent calendar.

Mayor Tom Owings opened the Consent agenda items for public comments, which were received from Barbara Wolterbeek (Item A.3, corrections to minutes of October 10, 2013), Jose Chavez (Item A.11), and Kathleen Dale (Items A.2 and A.3).

A. CONSENT CALENDAR-CITY COUNCIL

- A.1 ORDINANCES READING BY TITLE ONLY **Recommendation:** Waive reading of all Ordinances.
- A.2 MINUTES REGULAR MEETING OF OCTOBER 8, 2013 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

A.3 MINUTES - SPECIAL MEETING OF OCTOBER 10, 2013 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

A.4 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of October 2-15, 2013.

A.5 PA08-0072 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF CACTUS AVENUE, FREDERICK STREET, AND RESOURCE WAY ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

(Report of: Public Works Department)

Recommendations

- 1. Adopt Resolution No. 2013-80. A Resolution of the City Council of the City of Moreno Valley, California, authorizing the acceptance of the public improvements as complete within project PA08-0072 as complete and accepting the portions of Cactus Avenue, Frederick Street, and Resource Way associated with the project into the City's Maintained Street system.
- 2. Authorize the City Engineer to execute the 90% reduction to the

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

A.6 APPROVE 2014 ANNUAL RESOURCE ADEQUACY PLAN FOR MORENO VALLEY UTILITY AND AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS RELATED TO THE PURCHASE OF RESERVE CAPACITY

(Report of: Public Works Department)

Recommendations

- 1. Approve 2014 Annual Resource Adequacy Plan for Moreno Valley Utility.
- 2. Authorize the City Manager to execute agreements related to the purchase of reserve capacity for the 2014 Annual Resource Adequacy Plan.
- A.7 AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PITASSI ARCHITECTS, INC. FOR THE CORPORATE YARD FACILITY PHASE 1 - ADMINISTRATION BUILDING PROJECT PROJECT NO. 803 0002 70 77 (Report of: Public Works Department)

Recommendations

- Approve the Agreement for Professional Consultant Services in the amount of \$120,000 with Pitassi Architects, Inc. (Pitassi), 8439 White Oak Avenue, Suite 105, Rancho Cucamonga, CA 91730, to provide design services for the Corporate Yard Facility Phase 1 – Administration Building project.
- 2. Authorize the City Manager to execute said Agreement for Professional Consultant Services with Pitassi in the form hereto.
- 3. Authorize the issuance of a Purchase Order to Pitassi totaling \$120,000 when the Agreement has been signed by all parties.
- 4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the Agreement with Pitassi within the authorized total Purchase Order amount, subject to the approval of the City Attorney.
- A.8 PA12-0007 (PM 36449) REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE

MINUTES October 22, 2013

PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM (Report of: Public Works Department)

Recommendations

- 1. Adopt Resolution No. 2013-81. A Resolution of the City Council of the City of Moreno Valley, California, authorizing the acceptance of the public improvements as complete within project PA12-0007 as complete and accepting the portion of Perris Boulevard associated with the project into the City's Maintained Street system.
- 2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.
- A.9 ACCEPTANCE OF THE FISCAL YEAR 2013 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (EMPG) AWARD (Report of: Fire Department)

Recommendation:

Accept the Fiscal Year 2013 Emergency Management Performance Grant Program (EMPG) grant award of \$48,380 from the Riverside County Fire Office of Emergency Services.

A.10 RESOLUTION ADOPTING UPDATED RECORDS RETENTION SCHEDULES AND AUTHORIZING DESTRUCTION OF CERTAIN CITY RECORDS

(Report of: City Clerk Department)

Recommendation:

Adopt Resolution No. 2013-82. A Resolution of the City Council of the City of Moreno Valley, California, rescinding and restating the provisions of Resolution Nos. 2007-60, 2003-07 and 2003-86, adopting updated records retention schedules; authorizing destruction of certain city records; authorizing future changes with authorization; and rescinding all prior enactments which are in conflict with this resolution.

Item A.10 was continued

 A.11 SHERIFF'S DEPARTMENT APPLICATION AND ADMINISTRATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) – STEP GRANT & SOBRIETY CHECKPOINT GRANT (Report of: Police Department)

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Recommendations

- 1. Authorize the Riverside County Sheriff's Department to complete the grant application and accept (if granted) the California Office of Traffic Safety (OTS) STEP Grant in the amount of approximately \$125,000 for the period beginning October 1, 2013 and ending September 30, 2014, on behalf of the Moreno Valley Police Department.
- 2. Authorize the Riverside County Sheriff's Department to complete the grant application and accept (if granted) the California Office of Traffic Safety (OTS) Sobriety Checkpoint Grant in the amount of approximately \$156,410 for the period beginning October 1, 2013 and ending September 30, 2014, on behalf of the Moreno Valley Police Department.

Item A.11 was pulled for separate action (discussed under Section F)

Authorize the Riverside County Sheriff's Department to complete the grant application and accept (if granted) the California Office of Traffic Safety (OTS) STEP Grant in the amount of approximately \$125,000 for the period beginning October 1, 2013 and ending September 30, 2014, on behalf of the Moreno Valley Police Department.

by m/Council Member Victoria Baca, s/Mayor Tom Owings

Approved by a vote of 5-0.

Mayor Tom Owings opened the agenda Item A.11 for public comments, which were received for Recommendation No. 2 from Christopher Baca (opposes), Louise Palomarez (opposes), Marcia Amino (supports), Scott Heveran (supports), and Steve Lykins (representing MADD; supports).

Recess; Reconvened

Continuation of public comments: Alejandro Excutios (opposes), and Robert Burks (supports).

Authorize the Riverside County Sheriff's Department to complete and submit a grant application to the California Office of Traffic Safety for Sobriety Checkpoint funding; and Direct the Chief of Police to return for City Council consideration, a formal plan to ensure that all City residents' 4th Amendment rights are fully safeguarded; and draft a comprehensive plan to be formulated with the help of citizens to combat drunk driving to include traffic education, safety, additional grants for patrol and additional grants to educate school children and preserve the City Council's option to accept the Sobriety Checkpoint funding until such time as the Council determines that residents' rights are fully safeguarded and plan is fully implemented. by m/Mayor Tom Owings, s/Mayor Pro Tem Jesse L. Molina

<u>Approved by a vote of 3-2, Council Member Yxstian Gutierrez,</u> <u>Council Member Victoria Baca opposed.</u>

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 OCTOBER 8, 2013 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

B.3 MINUTES - SPECIAL MEETING OF OCTOBER 10, 2013 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

B.4 RECOMMENDATION TO APPROVE INDEPENDENT CONTRACTOR AGREEMENT FOR MAINTENANCE OF FACILITIES AND AQUEDUCT LANDSCAPING TO MARIPOSA LANDSCAPES, INC. (Report of: Parks & Community Services Department)

Recommendations

- Approve the Independent Contractor Agreement for Maintenance of Facilities and Aqueduct Landscaping to Mariposa Landscapes, Inc., Irwindale, CA, in the total amount of \$149,065.00 per fiscal year (\$83,340.00 for CSD Zone A and CFD#1 Easements and Aqueducts) and (\$65,725.00 for Animal Shelter, ASES Administration Building, City Yard, Conference and Recreation Center, Electrical Substation, Library, Public Safety Building, Senior Center and Utility Facilities landscape).
- 2. Authorize the Mayor to execute the Independent Contractor Agreement with the above-mentioned contractor.
- 3. Authorize the Chief Financial Officer to issue a purchase order upon execution of the Independent Contractor Agreement to the above-

MINUTES October 22, 2013

mentioned contractor not to exceed \$149,065.00 per fiscal year. Funds are available in CSD Zone A account 5011.50.57.35211.620910; CFD#1 account 5113.50.57.35216.620910; Animal Shelter account 1010.30.38.25310.620910; ASES account 5011.50.57.35211.620910; Yard Citv account 5011.50.57.35211.620910; Conference and Recreation Center 5011.50.58.35313.620910; account Electrical Substation account 6010.70.80.45510.620910; Library account 5010.18.56.18510.620910; Public Safety Building account 1010.60.65.40010.620910; Senior Center account 5011.50.58.35310.620910; and Utility Station account 6010.70.80.45510.620910.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, within Council approved annual budgeted amounts, including the authority to authorize the associated purchase order in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1 ORDINANCES READING BY TITLE ONLY **Recommendation:** Waive reading of all Ordinances.
- C.2 MINUTES REGULAR MEETING OF OCTOBER 8, 2013 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C.3 MINUTES - SPECIAL MEETING OF OCTOBER 10, 2013 (Report of: City Clerk's 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 OCTOBER 8, 2013 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2, except Item A.10, which was continued and Item A.11, which was pulled for separate action by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Yxstian Gutierrez

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR TPM 36463 BALLOTING FOR NPDES (Report of: Financial & Management Services Department)

Recommendations That the City Council:

- 1. Conduct the Public Hearing and accept public testimony regarding the mail ballot proceeding for all parcels associated with Tentative Parcel Map (TPM) 36463.
- 2. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for TPM 36463.
- 3. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet.
- 4. Receive and file with the City Clerk's office the accepted Official Tally Sheet.
- 5. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to all parcels associated with TPM 36463.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for TPM 36463. by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

City Clerk announced the results:

APN 297-170-067 (NPDES) - "Yes" vote (passes)

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APN 297-170-027, 297-170-075 and 297-170-076 (NPDES) - "Yes" vote (passes)

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.

If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to all parcels associated with TPM 36463. by m/Council Member Richard A. Stewart, s/Mayor Tom Owings

Approved by a vote of 4-0-1, Mayor Pro Tem recused himself.

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR CERTAIN PARCELS ASSOCIATED WITH TPM 36463 BALLOTING FOR CSD ZONE M

(Report of: Financial & Management Services Department)

Recommendations That the CSD:

- Conduct the Public Hearing and accept public testimony regarding the mail ballot proceeding for Assessor's Parcel Numbers (APNs) 297-170-027 and 297-170-076.
- 2. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for APNs 297-170-027 and 297-170-076.
- 3. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet.
- 4. Receive and file with the City Clerk's office the accepted Official Tally Sheet.
- 5. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APNs 297-170-027 and 297-170-076.

President Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for APNs 297-170-027 and 297-170-076. by m/Board Member Richard A. Stewart, s/Board Member Victoria Baca

Approved by a vote of 5-0.

City Clerk announced the results

APN 297-170-027 and APN 297-170-076 (CSD Zone M) - "Yes" vote (passes)

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. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APNs 297-170-027 and 297-170-076. by m/Board Member Richard A. Stewart, s/Vice President Jesse L. Molina

Approved by a vote of 4-1, Vice President Jesse L. Molina opposed.

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

Item A.11 (STEP GRANT & SOBRIETY CHECKPOINT GRANT) was pulled for separate action.

G. REPORTS

G.1 ACCEPTANCE OF FISCAL YEAR 2013/2014 SB 821 GRANTS AND FUNDING APPROPRIATIONS FOR TWO CITYWIDE SIDEWALK/ACCESS RAMP/BICYCLE LANE PROJECTS

(Report of: Public Works Department)

Recommendations That the City Council:

- 1. Accept grant awards of up to \$250,000 total in FY 2013/2014 SB 821 funds for the design and construction of two Citywide sidewalk, access ramp, and bicycle lane projects.
- 2. Authorize a revenue appropriation of \$250,000 and an expense appropriation of \$250,000 in the SCAG Article 3 Fund (Fund 2800) for the design and construction of the Citywide sidewalk, access ramp, and bicycle lane projects.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Accept grant awards of up to \$250,000 total in FY 2013/2014 SB 821 funds for the design and construction of two Citywide sidewalk,

MINUTES October 22, 2013

access ramp, and bicycle lane projects.

Authorize a revenue appropriation of \$250,000 and an expense appropriation of \$250,000 in the SCAG Article 3 Fund (Fund 2800) for the design and construction of the Citywide sidewalk, access ramp, and bicycle lane projects. by m/Mayor Pro Tem Jesse L. Molina, s/Mayor Tom Owings

Approved by a vote of 5-0.

G.2 MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE

(Report of: Administrative Services Department)

Recommendations That the City Council:

Receive and file the Monthly Report: Moreno Valley Animal Adoption Rate for the periods of July 1, 2013 to July 31, 2013 and August 1, 2013 to August 31, 2013.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Receive and file the Monthly Report: Moreno Valley Animal Adoption Rate for the periods of July 1, 2013 to July 31, 2013 and August 1, 2013 to August 31, 2013. by m/Mayor Tom Owings, s/Council Member Yxstian Gutierrez

Approved by a vote of 5-0.

G.3 MOVAL NEIGHBORS ONLINE SOCIAL NETWORK (Report of: City Manager Department)

Recommendations That the City Council:

Approve expansion of the City of Moreno Valley's communications through the introduction of MoVal Neighbors, using a new social media tool by Nextdoor.com.

Mayor Tom Owings opened the agenda item for public comments, which were received from Kathleen Dale.

Approve expansion of the City of Moreno Valley's communications through the introduction of MoVal Neighbors, using a new social media tool by Nextdoor.com. by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Yxstian Gutierrez

Approved by a vote of 5-0.

G.4 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk Department)

Recommendations That the City Council:

- 1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate.
- 2. Appoint those applicants who received majority vote by the City Council.
- 3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.
- 4. Extend the expiring October 31, 2013 terms of the current Senior Citizens' Board members to December 10, 2013 and re-advertise the openings (expired terms and vacant positions) to allow additional time for recruitment.

Mayor Tom Owings opened the agenda item for public comments; there being none, public comments were closed.

Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate.

Appoint those applicants who received majority vote by the City Council.

Motion to make following appointments:

Accessibility Appeals Board: L. Lawrence Baird and Mary Mc Bean, as Physically Challenged Representatives for terms expiring June 30, 2016

Arts Commission: Eric von Mizener for a term expiring June 30, 2016

Environmental and Historical Preservation Board: Jan L. Beyers, Reese McClure and Naeem Qureshi for terms expiring June 30, 2016

Library Commission: David Namazi for a term expiring June 30, 2016

Parks and Recreation Commission: James C. Baker II, Juanita Maria Barnes and Virgil Chancy for terms expiring June 30, 2016

Recreational Trails Board: Carolyn D. Bailey, Manzell Baskerville and Kim M. Nelson for terms expiring June 30, 2016

MINUTES October 22, 2013

Traffic Safety Commission: Shor Denny, Frank A. Wright III for terms expiring June 30, 2016, and Alvin C. Horn for a term expiring June 30, 2014

If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date. Extend the expiring October 31, 2013 terms of the current Senior Citizens' Board members to December 10, 2013 and re-advertise the

<u>citizens' Board members to December 10, 2013 and re-advertise the</u> <u>openings (expired terms and vacant positions) to allow additional</u> <u>time for recruitment. by m/Mayor Tom Owings, s/Mayor Pro Tem</u> <u>Jesse L. Molina</u>

Approved by a vote of 5-0.

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

City Manager City Manager Michelle Dawson reported that talented public works team is currently installing new Wayfinding signs: six of the signs are Welcome to Moreno Valley signs, which are installed at the six key entry points to the community, and the rest are directional signs pointing to different city buildings and facilities; thanked the public works team and the Public Works director who was instrumental in designing those sings.

On September 29 had a pleasure of doing a ride along with code compliance staff and got educated about the great work code compliance officers are doing; thanked Officer Vargas and the code compliance team.

This was a very busy and successful month for the Parks and Community Services Department; kudos to the Parks & Community Services Director Mike McCarty and his team for bike ride on Sunday.

Upcoming events: October 26, the next Hike to the Top (Box Springs M trail hike) will be held; and the Arts Commission will be hosting the sixth annual Artober Fest, all day free event recognizing and celebrating artists in our community; encouraged residents to attend it; October 25 and October 31, the Youth Fall Festival will be held at the Cottonwood Golf Center - information for those events is available on the Web site.

Community and Economic Development Director John Terell gave an update on Worlds Logistics Center at the request of Mayor Tom Owings.

G.6 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) – no report

Recess; Reconvened

H. LEGISLATIVE ACTIONS

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

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

Council Member Richard A. Stewart

1. Commented on information regarding crime statistics on flyers; stated that a year or two ago we had the lowest crime rate (per thousand people) in the history of the city; special teams, as robbery and burglary suppression teams were implemented; has confidence in Police Department; Police's concern is reduction of the police officers, and they are lobbing for their members; stated that the contract cities should have one representative that sits in and have input on the negotiations along with the board of supervisors negotiator, as contract cities have a stake in the contract

2. This Thursday night, Boy Scouts Distinguished Citizen Dinner will be held at the Moreno Valley Ranch Golf Club; the Animal Shelter will donate a dog for live auction and bring dogs for adoption as part of normal adoption program that was spearheaded by No Kill Group; tickets are \$75.00 per person and will benefit the Boys Scouts of America; encouraged residents to attend this event

Council Member Yxstian Gutierrez

1. Agrees with comments that there needs to be civility at the meetings; we need to ask ourselves and look at our behavior and actions

2. Expressed concerns about realtors' concerns - received an email that the information presented at the last study session was not true; hopes that the issue with be worked out at the meeting with the city manager; is concerned that banks will pass fees to the buyer

3. Clarified his vote on A.11; agrees and supports the removal of drunk drivers and supports DUI check points, because it does prevent drivers

MINUTES October 22, 2013 under the influence killing an innocent person; stated that other cities have different rules – if a person driving without a license is not impaired, the person is cited, but the vehicle is not towed/impounded

4. Glad that city staff proclaimed month of November as epilepsy awareness month and acknowledged Val Verde School District and Moreno Valley School District

5. This week, will attend Boy Scouts and Artober Fest events

6. Thanked each speaker, stated that he is listening to them and respects their opinion

7. Thanked city staff for reports

8. Thanked Parks & Recreation Director and Chief of Police for great job

Mayor Pro Tem Jesse L. Molina

1. Did not attend a meeting with realtors; stated the value of a home depends on how far your job is; the closer your job, the more valuable the house is

2. Safety is a concern of everybody; even if we don't like the check points, we need to obey the law; non-profit organizations will have workshops explaining how to get a driver license

2. We need the City going again; the distractions are not good

3. Thanked Doug Fleming for helping him after his accident; thanked Chief of Police for doing a great job

4. Last week participated in International Walk to School Day; stated that we need to be cognizant of the surrounding when we drop off kids to school to ensure safety; mobile devices are distractive

5. Thanked everybody for being here

Council Member Victoria Baca

1. Commented on recall - we need to hear the other side also; will do the best to ensure that the City has a good reputation

2. Re DUI check points - stated that she is against it and is against drunk drivers, but check points is not the way to go; we need to have a plan of action to eradicate drunk driving; need to have an early education in home and school about danger of driving under the influence, need a broad coalition of interested local agencies to partner with the City to come up with a plan to combat this problem

3. Attended this weekend Ride Moval; thanked staff and volunteers who helped with this professional and well run event; Director McCarty gave a brief update on this event and on planned events for the community – Ride Moval was a partnership with the school districts; all revenues will go to school districts for athletics; thanked Public Works for keeping the street

clean, and Fire and Police Departments for standing by; Planned events for the community include free concerts and movies in the park, adoption pet program, haunted house, Halloween Night, fun for kids every month, Christmas activities, 4th of July; is brainstorming to come up with new events

Mayor Tom Owings

1. Recognized Tom Hines who volunteered to help Shor Denny on a neighborhood program

2. Addressed the issue raised by realtors and questioned who is paying for the fee; the point of these fees and the goal of the program is to provide an incentive to the banks to keep the properties up; right now, general fund is paying for those services; City Manager Dawson stated we have foreclosure strike team, will explore this issue and bring back for full discussion

3. Addressed issue of rising crime and the increasing cost of providing public safety services: 80 percent of revenues are being spent on public safety, cost of which is increasing at the rate of double what our revenue is; we can't sustain this without cuts; we need to have meaningful input in contract negotiations and police operations; advocated for city's own police department

CLOSED SESSION - canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 11p.m. by <u>unanimous informal consent.</u>

Submitted by:

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

Approved by:

Mayor Tom Owings President, Moreno Valley Community Services District Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley Chairperson, Moreno Valley Housing Authority Chairperson, Board of Library Trustees

enl



Report to City Council

- TO: Mayor and City Council
- **FROM:** Jane Halstead, City Clerk

AGENDA DATE: November 12, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of October 16 – November 5, 2013.

Reports on Reimbursable Activities				
October 16 – November 5, 2013				
Council Member	Date	Meeting	Cost	
Victoria Baca	10/24/13	Boy Scouts Distinguished Citizen Dinner	\$75.00	
	11/2/13	18 th Annual Police Canine Competition and Public Safety Fair Awards Ceremony	\$25.00	
Yxstian A. Gutierrez	10/24/13	Boy Scouts Distinguished Citizen Dinner	\$75.00	
	10/29/13	2013 Economic Forecast Conference	\$90.00	
	11/5/13	Moreno Valley Hispanic Chamber of Commerce Adelante	\$10.00	
Jesse L. Molina	10/24/13	Boy Scouts Distinguished Citizen Dinner	\$75.00	
Tom Owings	10/24/13	Boy Scouts Distinguished Citizen Dinner	\$75.00	
	10/29/13	2013 Economic Forecast Conference	\$90.00	
Richard A. Stewart	10/24/13	Boy Scouts Distinguished Citizen Dinner	\$75.00	

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	me	
CITY ATTORNEY	8MB	
CITY MANAGER	Q	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: November 12, 2013

TITLE: APPROVAL OF PAYMENT REGISTER FOR SEPTEMBER, 2013

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-83. A Resolution of the City Council of the City of Moreno Valley, California, approving the Payment Register for the month of September, 2013 in the amount of \$15,282,931.30.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks and wires in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks and wires less than \$25,000. The Payment Register also includes the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the FY 2013-14 budget Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

Attachment 1: Proposed Resolution Attachment 2: Payment Register for Month of September, 2013

Prepared By: Dena Heald Financial Operations Division Manager Department Head Approval: Richard Teichert Chief Financial Officer This page intentionally left blank.

Attachment 1

RESOLUTION NO. 2013-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE PAYMENT REGISTER FOR THE MONTH OF SEPTEMBER, 2013

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period September 1, 2013 through September 30, 2013, 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 Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period September 1, 2013 through September 30, 2013, in the total amount of \$15,282,931.30 is approved.

APPROVED AND ADOPTED this 12th day of November, 2013.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1 Resolution No. 2013-83 Date Adopted: November 12, 2013

Item No. A.4

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. 2013-83 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of November, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

2 Resolution No. 2013-83 Date Adopted: November 12, 2013

Item No. A.4



For Period 9/1/2013 through 9/30/2013

	Payment Amount
ILLANCE PROJ-	\$200,000.00
<u>FYTD:</u>	\$560,000.00
	\$305,439.28
<u>FYTD:</u>	\$781,422.13
MVTV-3	\$135,216.00
<u>FYTD:</u>	\$270,432.00
ENT OVERPAYMENT /ES	\$34,300.00
<u>FYTD:</u>	\$34,300.00
V,230921,10-11,Q4)	\$3,011,390.78
<u>FYTD:</u>	\$3,011,390.78
/13)	\$3,072,144.87
<u>FYTD:</u>	\$10,585,101.96
	\$58,814.15
<u>FYTD:</u>	\$771,706.89
	\$60,791.65
FYTD:	\$771,706.89
-	

For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount
	EASTERN MUNICIPAL WATER DISTRICT	218666	09/23/2013	AUG-13 9/23/13	WATER CHARGES	\$59,252.22
	Remit to: PERRIS, CA				<u>FYTD:</u>	\$771,706.89
	EASTERN MUNICIPAL WATER DISTRICT	218755	09/30/2013	17906	DEPOSIT - LINE F	\$32,000.00
	Remit to: PERRIS, CA				<u>FYTD:</u>	\$771,706.89
	EASY TURF, INC.	10480	09/30/2013	Q1505	SYNTHETIC TURF FOR TOWNGATE II PLAYGROUND	\$71,423.35
Ł	Remit to: VISTA, CA				<u>FYTD:</u>	\$71,423.35
40-	EMPLOYMENT DEVELOPMENT DEPARTMENT	10355	09/06/2013	2014-00000082	9994 - TAX ADJUSTMENT - STATE*	\$37,952.63
	Remit to: WEST SACRAMENTO, CA	٩			<u>FYTD:</u>	\$258,251.93
	EMPLOYMENT DEVELOPMENT DEPARTMENT	10427	09/20/2013	2014-00000100	CA TAX - STATE TAX WITHHOLDING*	\$39,454.44
	Remit to: SACRAMENTO, CA				<u>FYTD:</u>	\$258,251.93
	ENCO UTILITY SERVICES MORENO VALLEY LLC	10367	09/09/2013	40-293-01	WORK AUTHORIZATION #40-293-JUL13	\$222,542.52
				40-284-06	WORK AUTHORIZATION #40-284-JUL13 (NEW 33KV/12KV WDAT SUBSTATION)	
				40-247B-10	WORK AUTHORIZATION #40-247B-JUL13	
				40-291A-01	WORK AUTHORIZATION #40-291A-JUL13	
				40-280A-04	WORK AUTHORIZATION #40-280A-JUL13	
				0405-1-172R	DISTRIBUTION CHARGES 5/3-6/2/13	
				40-257A-04	WORK AUTHORIZATION #40-257A-JUN13	



For Period 9/1/2013 through 9/30/2013

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	P	Payment Amount
ENCO UTILITY SERVICES MORENO VALLEY LLC	10367	09/09/2013	40-282B-03	WORK AUTHORIZATION #40-282B-JUL13		\$222,542.52
Remit to: ANAHEIM, CA				E	YTD:	\$843,891.06
FALCON ENGINEERING SERVICES, INC.	10369	09/09/2013	2012-11	CONSTRUCTION INSPECTION SERVICES - SR-60/NASON		\$180,896.21
Remit to: CORONA, CA				<u> </u>	YTD:	\$503,802.40
FALCON ENGINEERING SERVICES, INC.	10405	09/16/2013	2012-13-A	CONSTRUCTION INSPECTION SERVICES - SR-60/MB PH I		\$78,718.40
Remit to: CORONA, CA				<u> </u>	YTD:	\$503,802.40
G/M BUSINESS INTERIORS, INC.	218480	09/03/2013	0094931-IN 0094691-IN	CITY HALL 2ND FLOOR PROJECT-RECONFIGURATION SVCS CITY HALL 2ND FLOOR PROJECT-RECONFIGURATION SVCS		\$66,662.91
Remit to: RIVERSIDE, CA				E	YTD:	\$79,756.18
GRAFFITI TRACKER, INC.	10498	09/30/2013	2489	SOFTWARE LICENSE & SUPPORT FOR GRAFFITI SOFTWARE USAG	ĴΕ	\$30,000.00
Remit to: OMAHA, NE				E	YTD:	\$30,000.00
HABITAT FOR HUMANITY RIVERSIDE	10373	09/09/2013	DRAW NO. 01	NSP 3 - 8 SINGLE FAMILY HOMES-24265 MYERS AVE		\$28,185.00
Remit to: RIVERSIDE, CA				<u> </u>	YTD:	\$85,983.52
HABITAT FOR HUMANITY RIVERSIDE	10445	09/23/2013	DRAW NO. 02	NSP 3 - 8 SINGLE FAMILY HOMES-24265 MYERS AVE		\$55,106.00
Remit to: RIVERSIDE, CA				<u> </u>	YTD:	\$85,983.52
INTERNAL REVENUE SERVICE CENTER	10356	09/06/2013	2014-00000083	9993 - TAX ADJUSTMENT - FEDERAL*		\$147,772.69
D 4						Page 3 of 92



For Period 9/1/2013 through 9/30/2013

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	<u>Inv Number</u>	Invoice Description	<u> </u>	Payment Amount
Remit to: OGDEN, UT				EY	'TD:	\$1,022,299.93
INTERNAL REVENUE SERVICE CENTER	10426	09/20/2013	2014-00000099	FED TAX - FEDERAL TAX WITHHOLDING*		\$157,251.24
Remit to: OGDEN, UT				<u>F)</u>	'TD:	\$1,022,299.93
MARCH JOINT POWERS AUTHORITY	218676	09/23/2013	0028825	REIMBURSEMENT FOR ALBERT A WEBB - HEACOCK CHANNEL		\$95,569.32
Remit to: RIVERSIDE, CA				<u>F</u> Y	'TD:	\$112,502.65
MORENO VALLEY UTILITY	218678	09/23/2013	SEPT-13 9/23/13	ELECTRICITY		\$93,002.11
Remit to: HEMET, CA				FY	'TD:	\$279,132.66
NATIONWIDE RETIREMENT SOLUTIONS CP	10352	09/06/2013	2014-00000076	8010 - DEF COMP 457 - NATIONWIDE*		\$46,148.55
Remit to: COLUMBUS, OH				<u>F</u> Y	'TD:	\$273,086.63
NATIONWIDE RETIREMENT SOLUTIONS CP	10432	09/20/2013	2014-00000101	8010 - DEF COMP 457 - NATIONWIDE*		\$48,296.87
Remit to: COLUMBUS, OH				<u>F)</u>	'TD:	\$273,086.63
NOBLE AMERICAS ENERGY SOLUTIONS	10451	09/23/2013	132520003168751	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		\$394,510.65
Remit to: PASADENA, CA				<u> </u>	'TD:	\$1,397,837.32
NOBLE AMERICAS ENERGY SOLUTIONS	218485	09/03/2013	132200003115993	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		\$482,098.63
Remit to: PASADENA, CA				EY	'TD:	\$1,397,837.32
ONESOURCE DISTRIBUTORS, INC.	10452	09/23/2013	\$3987478.003	LED FIXTURE - SR-60/NASON OC		\$61,068.60



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City of Moreno Valley Payment Register

For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount
	ONESOURCE DISTRIBUTORS, INC.	10452	09/23/2013	\$3987478.005	CALTRANS POLE INSPECTION & MATERIALS - SR-60/NASON OC	\$61,068.60
				\$3987478.001	BRIDGE LIGHTING & MATERIALS - SR-60/NASON OC	
	Remit to: OCEANSIDE, CA				<u>FYTD:</u>	\$61,068.60
	PERS HEALTH INSURANCE	10388	09/09/2013	W130901	EMPLOYEE HEALTH INSURANCE	\$197,131.82
	Remit to: SACRAMENTO, CA				<u>FYTD</u> :	\$795,155.87
	PERS RETIREMENT	10389	09/13/2013	P130830	PERS RETIREMENT DEPOSIT - CLASSIC	\$238,383.57
J	Remit to: SACRAMENTO, CA				<u>FYTD:</u>	\$1,711,782.28
43-	PERS RETIREMENT	10513	09/27/2013	P130913	PERS RETIREMENT DEPOSIT - CLASSIC	\$231,741.63
	Remit to: SACRAMENTO, CA				<u>FYTD:</u>	\$1,711,782.28
	RASMUSSEN BROTHERS CONSTRUCTION	218621	09/16/2013	MVCH 2FL 4	CONSTRUCTION CCO & STOP NOTICE RELEASE CITY HALL 2ND LEVEL FLOOR	\$85,572.98
				MVCH 2FL RR 2	CONSTRUCTION CONTRACT - CITY HALL 2ND LEVEL RESTROOM	
	Remit to: FALLBROOK, CA				<u>FYTD:</u>	\$434,489.07
	RIVERSIDE CONSTRUCTION COMPANY, INC	10270	09/03/2013	130702	CONSTRUCTION CONTRACT - SR-60/NASON OC	\$574,264.03
	Remit to: RIVERSIDE, CA				<u>FYTD:</u>	\$859,496.72
Ŧ	RIVERSIDE CONSTRUCTION COMPANY, INC	10473	09/26/2013	W130905	RETENTION RELEASE PER ESCROW AGREEMENT-INV#7	\$30,224.42
em	Remit to: RIVERSIDE, CA				<u>FYTD:</u>	\$859,496.72
n No.	SHEFFIELD FORECLOSURE RENOVATION	218686	09/23/2013	MV0238	FINAL REHAB COSTS FOR NSP 1 PROPERTY AT 25860 PARSLEY AVE.	\$69,786.90



For Period 9/1/2013 through 9/30/2013

<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	ļ	Payment Amount
SHEFFIELD FORECLOSURE RENOVATION	218686	09/23/2013	MV0239	BILLING FOR REHAB COSTS FOR NSP 3 PROPERTY AT 13546 RUNDELL		\$69,786.90
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$69,786.90
SHELL ENERGY NORTH AMERICA (US) L.P.	10273	09/03/2013	1216834	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		\$589,901.88
Remit to: PHILADELPHIA, PA					<u>FYTD:</u>	\$1,864,809.08
SHELL ENERGY NORTH AMERICA (US) L.P.	10456	09/23/2013	1224741	ELECTRIC ENERGY PURCHASE FOR MV UTILITY		\$651,907.20
Remit to: PHILADELPHIA, PA					<u>FYTD:</u>	\$1,864,809.08
SOCO GROUP, INC	10274	09/03/2013	606924	FUEL FOR CITY VEHICLES & EQUIPMENT		\$29,278.20
			607563	FUEL FOR CITY VEHICLES & EQUIPMENT		
			607855	FUEL FOR CITY VEHICLES & EQUIPMENT		
			606384	FUEL FOR CITY VEHICLES & EQUIPMENT		
Remit to: PERRIS, CA					<u>FYTD:</u>	\$132,857.93
SOUTHERN CALIFORNIA EDISON 1	218492	09/03/2013	7500329807	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION		\$45,559.11
			7500330506	RELIABILITY SERVICE-DLAP_SCE_SEES_HV		
			7500329806	WDAT CHARGES-FREDERICK AVE. LOCATION		
			7500329805	WDAT CHARGES-NANDINA AVE. LOCATION		
			7500329804	WDAT CHARGES-GLOBE ST. LOCATION		
			7500329803	WDAT CHARGES-GRAHAM ST. LOCATION		
			7500329802	WDAT CHARGES-IRIS AVE. LOCATION		
Remit to: ROSEMEAD, CA					FYTD:	\$942,846.27



For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Ē	Payment Amount
	SOUTHERN CALIFORNIA EDISON 1	218622	09/16/2013	AUG-13 9/16/13	ELECTRICITY		\$145,272.91
				SEPT-13 9/16/13	ELECTRICITY-ANNEX 4 FINAL BILL		
	Remit to: ROSEMEAD, CA					<u>FYTD:</u>	\$942,846.27
	SOUTHERN CALIFORNIA EDISON 1	218688	09/23/2013	AUG-13 9/23/13	ELECTRICITY		\$34,957.54
	Remit to: ROSEMEAD, CA					<u>FYTD:</u>	\$942,846.27
	U.S. BANK/CALCARDS	10381	09/09/2013	08-27-13	CALCARD PAYMENT FOR AUGUST ACTIVITY		\$199,523.56
1	Remit to: ST. LOUIS, MO					<u>FYTD:</u>	\$909,164.18
45- -	WILLDAN ENGINEERING	10425	09/16/2013	00315223	CONSULTING SERVICES - PAVEMENT MGMT PGM		\$34,189.50
				00315364	CONSULTING SERVICES - PAVEMENT MGMT. PGM		
				00315529	CONSULTING SERVICES - PAVEMENT MGMT PGM		
	Remit to: ANAHEIM, CA					<u>FYTD:</u>	\$257,691.39
	WILLDAN ENGINEERING	10492	09/30/2013	002-13567	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY D	EPT.	\$94,628.63
	Remit to: ANAHEIM, CA					<u>FYTD:</u>	\$257,691.39
	WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	218625	09/16/2013	AUG-13 TUMF	TUMF FEES COLLECTED 8/1-8/31/13		\$1,190,930.47
	Remit to: RIVERSIDE, CA					FYTD:	\$1,356,681.18
Ξ	WRCRCA	218701	09/23/2013	AUG-2013 MSHCP	MSHCP FEES COLLECTED FOR AUGUST 2013 - INDUSTRIAL		\$479,865.78
ten	Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$706,706.25
n No	WURM'S JANITORIAL SERVICES, INC.	10468	09/23/2013	22543	JANITORIAL SERVICES-RAINBOW RIDGE ELEMENTARY		\$25,270.09



For Period 9/1/2013 through 9/30/2013

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount
WURM'S JANITORIAL SERVICES, INC.	10468	09/23/2013	22545	JANITORIAL SERVICES-SUNNYMEAD MIDDLE SCHOOL FOR AUG/SEPT.	\$25,270.09
			22546	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY FOR AUG/SEPT.	
			22549	SPECIAL CLEANINGS FOR EVENT RENTALS AT TOWNGATE COMM. CTR.	
			22552	JANITORIAL SERVICES-LIBRARY	
			22551	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC	
			22540	JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR.	
			22550	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CENTER	
2			22542	JANITORIAL SERVICES-GANG TASK FORCE OFFICE	
			22548	JANITORIAL SERVICES-ANNEX 1 BLDG	
			22547	JANITORIAL SERVICES-TOWNGATE COMM. CTR.	
			22541	JANITORIAL SERVICES-PUBLIC SAFETY BLDG	
			22538	JANITORIAL SERVICES-EOC	
			22537	JANITORIAL SERVICES-CONFERENCE & REC CTR.	
			22536	JANITORIAL SERVICES-CITY YARD & TRANSP. TRAILER	
			22535	JANITORIAL SERVICES-CITY HALL	
			22457	SPECIAL CLEANINGS FOR EVENT RENTALS AT SENIOR CENTER	
			22544	JANITORIAL SERVICES-SENIOR CENTER	

Remit to: CORONA, CA

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<u>FYTD:</u> \$79,545.80

TOTAL AMOUNTS OF \$25,000 OR GREATER

\$14,254,399.29



	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pay	ment Amount
	\$1 DOLLAR PLUS STORE #2	218710	09/23/2013	YR2013/BL#18128	BUSINESS CLOSED/ REFUND OF OVERPAYMENT		\$36.50
	Remit to: SAN BERNARDINO, CA				<u>F</u>	YTD:	\$36.50
	20/20 COMPANIES	218711	09/23/2013	YR2013-BL#23551	REFUND OVERPAYMENT BUSINESS CLOSED		\$50.79
	Remit to: FORT WORTH, TX				<u>F</u>	YTD:	\$50.79
	ABILITY COUNTS, INC	218470	09/03/2013	ACI10153	LANDSCAPE MAINT-CFD#1-JUL13		\$2,065.00
	Remit to: CORONA, CA				<u>F</u>	YTD:	\$6,195.00
-47	ABILITY COUNTS, INC	218607	09/16/2013	ACI10227	LANDSCAPE MAINT-CFD#1-AUG13		\$2,065.00
7-	Remit to: CORONA, CA				<u>F</u>	YTD:	\$6,195.00
	ACTION DOOR REPAIR CORP.	10357	09/09/2013	86803	DOOR REPAIRS-ANIMAL SHELTER EXTERIOR DOUBLE DOORS		\$301.95
	Remit to: ORLANDO, FL				<u>F</u>	YTD:	\$4,433.55
	ACTIVE NETWORK, INC., THE	10358	09/09/2013	11049344	PURCHASE OF CHECK SCANNERS-3 UNITS MAGTEK EXCELLA STX		\$2,598.16
	Remit to: SAN DIEGO, CA				F	YTD:	\$21,507.60
	ADAMS, MARK L.	10282	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
	Remit to: REDLANDS, CA				<u>F</u>	YTD:	\$1,274.92
	ADLERHORST INTERNATIONAL INC.	10433	09/23/2013	18780	DOG FOOD FOR K-9 IVAN		\$145.80
te	Remit to: RIVERSIDE, CA				F	YTD:	\$1,191.30
m No.	ADLERHORST INTERNATIONAL INC.	10496	09/30/2013	18855	MISC K-9 SUPPLIES		\$195.48
A.4							Page 9 of 92



Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	ayment Amount
Remit to: RIVERSIDE, CA					FYTD:	\$1,191.30
ADMINSURE	218745	09/30/2013	6531	WORKERS' COMP CLAIMS ADMIN 9/1-9/30/13		\$2,600.00
Remit to: DIAMOND BAR, CA					FYTD:	\$10,400.00
ADVANCED ELECTRIC	218471	09/03/2013	10813	ELECTRICAL WORK-POLICE VIDEO SURVEILANCE		\$743.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$22,181.34
ADVANCED ELECTRIC	218608	09/16/2013	10820	ELECTRICAL REPAIRS-EL POTRERO PARK		\$1,670.04
-			10818	ELECTRICAL REPAIRS-COMMUNITY PARK		
48 8-			10801	ELECTRICAL REPAIRS-TOWNGATE PARK		
			10792	ELECTRICAL REPAIRS-COMMUNITY PARK		
			10819	ELECTRICAL REPAIRS-PEDRORENA PARK		
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$22,181.34
ADVANCED ELECTRIC	218657	09/23/2013	10853	TV RECEPTS AND REWIRE - MVTV-3 BROADCAST EQUIPMENT UPGRADE		\$2,504.28
			10841	ELECTRICAL REPAIRS-CITY PARKS		
			10840	ELECTRICAL REPAIRS-CFD#1		
			10843	ELECTRICAL REPAIRS-CITY PARKS		
			10839	ELECTRICAL REPAIRS-PAN AM/AQUEDUCT WAY		
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$22,181.34
ADVANCED ELECTRIC	218746	09/30/2013	10835	ELECTRICAL SERVICES-CITY HALL 2ND FLR PROJ.		\$7,643.48
			10846	ELECTRICAL SERVICES-CITY HALL 1ST & 2ND FLR RELAMPING		
			10822	ELECTRICAL SERVICES-CITY HALL 2ND FLR PROJ.		



For Period 9/1/2013 through 9/30/2013

\$7,643.48
\$22,181.34
\$502.20
\$4,534.14
\$1,385.70
\$4,534.14
\$2,011.32
\$4,534.14
\$634.92
\$4,534.14
\$833.00



For Period 9/1/2013 through 9/30/2013

		_				
<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	yment Amount
AES OVERHEAD DOOR & GATE COMPANY, INC.	10474	09/30/2013	10031	ROLL UP DOORS PREVENTIVE MAINT-FS#65-SEPT13		\$833.00
Remit to: RANCHO CUCAMONGA	A, CA				<u>FYTD:</u>	\$2,489.00
AGUILAR, TAWANA	218737	09/23/2013	1073588	REFUND FOR CLASS		\$45.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$45.00
AIR EXCHANGE INC	218747	09/30/2013	31819	PLYMOVENT MAINT/REPAIR-FS#2		\$1,974.62
			31947	PLYMOVENT MAINT/REPAIR-FS#6		
			31946	PLYMOVENT MAINT/REPAIR-FS#91		
			31771	PLYMOVENT MAINT/REPAIR-FS#58		
Remit to: Fairfield, CA					<u>FYTD:</u>	\$1,974.62
ALLAN FENCE CO.	218609	09/16/2013	12662	FENCE MATERIALS/INSTALLATION		\$22,076.03
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$22,076.03
ALLEN, AMBER	218712	09/23/2013	R13-057565	AS REFUND-SPAY/NEUTER DEPOSIT		\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$75.00
AMTECH ELEVATOR SERVICES	218555	09/09/2013	DVB65909913	ELEVATOR MAINT-SEPT-EOC		\$331.5
			DVB05044913	ELEVATOR MAINT-SEPT-CITY HALL		
			DVB65909813	ELEVATOR MAINT-EOC-AUG13		
Remit to: PASADENA, CA					<u>FYTD:</u>	\$3,665.5
ANIMAL EMERGENCY CLINIC, INC.	10255	09/03/2013	400510	AFTER HOURS EMERGENCY VET SVCS		\$160.0
			400207	AFTER HOURS EMERGENCY VET SVCS		



Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	<u>yment Amount</u>
Remit to: GRAND TERRACE, CA					<u>FYTD:</u>	\$925.00
ANIMAL EMERGENCY CLINIC, INC	2. 10434	09/23/2013	401123	AFTER HOURS EMERGENCY VET SVCS		\$60.00
Remit to: GRAND TERRACE, CA					<u>FYTD:</u>	\$925.00
ANIMAL HEALTH AND SANITARY SUPPLY	218659	09/23/2013	28991	MISC KENNEL SUPPLIES-ANIMAL SVCS		\$734.26
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$2,627.43
ANIMAL PEST MANAGEMENT ப் SERVICES, INC.	10256	09/03/2013	113813	PEST CONTROL-MARCH BALLFIELDS		\$1,525.50
<u></u>			113812	PEST CONTROL-SCE ESMNT/AQDCT/BIKEWAY		
			113811	PEST CONTROL-CITY PARKS		
			113922	PEST CONTROL-CFD #1		
			113814	PEST CONTROL-MARCH FIELD CNTR		
			113940	PEST CONTROL-GOLF COURSE		
Remit to: CHINO, CA					<u>FYTD:</u>	\$6,402.00
ANIMAL PEST MANAGEMENT SERVICES, INC.	10392	09/16/2013	115154	PEST CONTROL SVCS-MARCH FIELD CNTR		\$1,525.50
			115151	PEST CONTROL SVCS-PARKS		
			115153	PEST CONTROL SVCS-MARCH BALLFIELDS		
_			115263	PEST CONTROL SVCS-CFD #1		
te			115280	PEST CONTROL SVCS-GOLF COURSE		
ltem			115152	PEST CONTROL SVCS-SCE ESMNT/AQDCT/BIKEWAY		
Remit to: CHINO, CA					FYTD:	\$6,402.00
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For Period 9/1/2013 through 9/30/2013

<u>Vendor Name</u>	<u>Check/EFT</u>	<u>Payment</u>	Inv Number	Invoice Description	Day	/ment Amoun
<u>vendor Name</u>	<u>Number</u>	<u>Date</u>	<u>inv Number</u>		Pdy	ment Amoun
ANSARI, AHMAD	218576	09/09/2013	9/18-9/20/13	TRAVEL PER DIEM-LCC 2013 ANNUAL CONF. & EXPO		\$152.50
Remit to: CORONA, CA					<u>FYTD:</u>	\$152.50
APPLE ONE EMPLOYMENT SERVICES	218556	09/09/2013	01-2890140	TEMPORARY PERSONNEL SVCS-LAND DEVTW/E 6/19/13		\$2,912.25
			01-2951920	TEMPORARY PERSONNEL SVCS-LAND DEVTW/E 8/10/13		
			01-2945221	TEMPORARY PERSONNEL SVCS-LAND DEVTW/E 8/3/13		
Remit to: GLENDALE, CA					FYTD:	\$9,330.75
APWA - SOUTHERN CALIF. CHAPTER	218610	09/16/2013	09052013	REGISTRATION FOR PREM KUMAR-APWA PRJCT OF THE YEAR LUNCHEON		\$25.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$160.00
APWA-AMERICAN PUBLIC WORKS ASSOCIATION	218660	09/23/2013	613352 FY13/14	MICRO PAVER ANNUAL MAINT 8/1/13-7/31/14		\$550.00
Remit to: KANSAS CITY, MO					<u>FYTD:</u>	\$550.00
ARANDA, CINDY	218738	09/23/2013	ARANDA 1073549	REFUND FOR CLASS		\$72.00
Remit to: MORENO VALLEY, CA					FYTD:	\$72.00
ARC	218802	09/30/2013	7126511	REPRODUCTION OF PLANS FOR A SUBPOENA		\$18.31
Remit to: COSTA MESA, CA					<u>FYTD:</u>	\$18.31
ARELLANO, MELISSA	218713	09/23/2013	R13-065431	AS REFUND-SPAY/NEUTER DEPOSIT		\$75.00
Remit to: MEAD VALLEY, CA					FYTD:	\$75.00
ARMENTA, ERICA	218803	09/30/2013	R13-066058	AS REFUND-RETURN ADOPT, VACS, LIC, CHIP, DEP		\$102.00



	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pav	yment Amount
	Remit to: MORENO VALLEY, CA					FYTD:	\$102.00
	ARROWHEAD WATER	10359	09/09/2013	03H0030878268	WATER PURIFY RNTL UNIT-EOC		\$49.66
				03G0030878268	WATER PURIFY RNTL UNIT-EOC		
	Remit to: LOUISVILLE, KY					FYTD:	\$2,221.84
	AT&T MOBILITY	218817	09/30/2013	872455379X090613	CELLULAR PHONE SVC-MCC		\$91.74
	Remit to: CAROL STREAM, IL					FYTD:	\$275.64
-53	AXIS APPAREL	10361	09/09/2013	8152013	YOUTH SPORTS UNIFORMS-BASKETBALL CLINIC BAGS		\$874.80
မှ	Remit to: MORENO VALLEY, CA					FYTD:	\$9,734.13
	AXIS APPAREL	10393	09/16/2013	8282013	YOUTH SPORTS UNIFORMS-STAFF TEES		\$380.16
	Remit to: MORENO VALLEY, CA					FYTD:	\$9,734.13
	AYALA, NANNERL A.	218577	09/09/2013	9/16-9/19/13	MILEAGE & PER DIEM-RE: SWANA WASTECON 2013, LONG BEACH, CA		\$306.18
	Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$611.18
	AYOUB, ELAINE	218586	09/09/2013	1066895	REFUND CONTRACT CLASS CANCELED		\$4.21
	Remit to: MORENO VALLEY, CA					FYTD:	\$4.21
_	AYOUB, ELAINE	218587	09/09/2013	1063059	REFUND CONTRACT CLASS CANCELED		\$57.00
Te	Remit to: MORENO VALLEY, CA					FYTD:	\$57.00
В	BACA, VICTORIA	218578	09/09/2013	9/18-9/20/13	TRAVEL PER DIEM-LCC 2013 ANNUAL CONF. & EXPO		\$152.50
ZO	Remit to: MORENO VALLEY, CA					FYTD:	\$330.00



CHECKS UNDER \$25,000

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City of Moreno Valley Payment Register

For Period 9/1/2013 through 9/30/2013

Check/EFT Payment Vendor Name Inv Number **Invoice Description Payment Amount** Number Date BACHER, GRACE 09/03/2013 130901 \$255.43 218502 **RETIREE MEDICAL SEPTEMBER '13** Remit to: HEMET, CA \$1,021.72 FYTD: **BAGLEY, DENISE** 218626 09/16/2013 9/18-9/20/13 TRAVEL PER DIEM-ICSC WESTERN DIVISION CONFERENCE \$177.50 Remit to: HEMET, CA FYTD: \$177.50 09/16/2013 2836 \$6,700.00 BARKSHIRE LASER LEVELING, INC 218611 LASER LEVEL INFIELDS AT MORRISON PARK Remit to: SAN CLEMENTE, CA FYTD: \$6,700.00 BAUTISTA, JOSEPH C. 10283 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$318.73 54 4 Remit to: FONTANA, CA FYTD: \$1,274.92 **BELMUDES, DEBRA** 10284 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$318.73 Remit to: MORENO VALLEY, CA FYTD: \$1,274.92 **BELTRAN, MIA** 218579 09/09/2013 **SUMMER 2013** TUITION REIMBURSEMENT \$1,500.00 Remit to: LAKE ELSINORE, CA FYTD: \$1,500.00 **BEMUS LANDSCAPE, INC.** 10395 09/16/2013 249037 LANDSCAPE MAINT-TOWNGATE BIKE AQUEDUCT-AUG13 \$12,804.33 249035 LANDSCAPE MAINT-MVU-AUG13 249024 LANDSCAPE MAINT-PATRIOT PARK-AUG13 249036 LANDSCAPE MAINT-TOWNGATE-AUG13 249032 LANDSCAPE MAINT-ASES-AUG13 249040 LANDSCAPE MAINT-ANIMAL SHELTER 249039 LANDSCAPE MAINT-PUBLIC SAFETY BLDG-AUG13 249034 LANDSCAPE MAINT-PUBLIC LIBRARY-AUG13



For Period 9/1/2013 through 9/30/2013

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	yment Amount
BEMUS LANDSCAPE, INC.	10395	09/16/2013	249026	LANDSCAPE MAINT-BIKE AQUEDUCT-AUG13		\$12,804.33
			249025	LANDSCAPE MAINT-BAY AVE TO JFK AVE/AQUEDUCT-AUG13		
			249033	LANDSCAPE MAINT-CRC-AUG13		
			249038	LANDSCAPE MAINT-ELECTRIC SUBSTATION-AUG13		
			249019	LANDSCAPE MAINT-SOUTH AQUEDUCT B-AUG13		
			249020	LANDSCAPE MAINT-NORTH AQUEDUCT		
			249021	LANDSCAPE MAINT-PAN AM SECTION/AQUEDUCT-AUG13		
			249022	LANDSCAPE MAINT		
			249027	LANDSCAPE MAINT-SOUTH AQUEDUCT A-AUG13		
			249031	LANDSCAPE MAINT-CITY YARD-AUG13		
			249023	LANDSCAPE MAINT-SCE & OLD LAKE DR-AUG13		
Remit to: SAN CLEMENTE, CA				Ē	YTD:	\$66,899.78
BEMUS LANDSCAPE, INC.	10475	09/30/2013	249029	LANDSCAPE MAINT-VETERAN'S MEMORIAL AUG13		\$4,724.30
			249030	LANDSCAPE MAINT-ANNEX 1 BLDG AUG13		
			249041	LANDSCAPE MAINT-CITY HALL AUG13		
			249042	LANDSCAPE MAINT-FIRE STATIONS AUG13		
Remit to: SAN CLEMENTE, CA				Ē	YTD:	\$66,899.78
BENESYST	10476	09/30/2013	0913290	COBRA ADMIN FEE		\$833.28
_			0813292	COBRA ADMIN FEE		
			0813150	FLEX ADMIN SVCS		
			0913147	FLEX ADMIN SVCS		
Remit to: MINNEAPOLIS, MN				E	YTD:	\$1,716.76
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For Period 9/1/2013 through 9/30/2013

CHECKS UNDER \$25,000						
Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	ayment Amoun
BENSON, SPARKLE	218534	09/03/2013	R13-062411	AS REFUND-RABIES DEPOSIT		\$20.00
Remit to: MORENO VALLEY, CA					FYTD:	\$20.00
BEST, BEST & KRIEGER, LLP	10362	09/09/2013	708645	LEGAL SERVICES-COMPTON CASE-JUL13		\$4,124.85
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$12,113.42
BETHEL, GARRETT	218535	09/03/2013	R13-065164	AS REFUND-OVERPMT ON LIC		\$52.00
Remit to: MORENO VALLEY, CA					FYTD:	\$52.00
BLAIR, CHERYL	218627	09/16/2013	SEP-2013	INSTRUCTOR SERVICES-BELLY DANCING CLASS		\$162.00
Remit to: RIVERSIDE, CA					FYTD:	\$324.00
BMW MOTORCYCLES OF RIVERSIDE	218821	09/30/2013	6006203	MAINT & REPAIRS FOR NEW TRAFFIC MOTORCYCLES		\$893.94
Remit to: RIVERSIDE, CA					FYTD:	\$59,857.94
BOX SPRINGS MUTUAL WATER COMPANY	218612	09/16/2013	08282013	WATER USAGE-ACCT#721-1 ZONE E-1		\$121.66
Remit to: MORENO VALLEY, CA					FYTD:	\$453.49
BOY SCOUTS OF AMERICA	218748	09/30/2013	10/24/13	2013 DISTINGUISHED CITIZEN OF THE YEAR LIFE SPONSORSH	IP	\$1,500.00
Remit to: MORENO VALLEY, CA					FYTD:	\$1,500.00
BOYER, ASHLYN	218714	09/23/2013	R13-065543	AS REFUND-RABIES DEPOSIT		\$20.00
Remit to: POMONA, CA					FYTD:	\$20.00
BRADLEY, YOLANDA	218715	09/23/2013	BRADLEY 1074798	REFUND FOR TOWNGATE DEPOSIT		\$200.00



Vendor Name	<u>Check/EFT Payment</u> <u>Number Date</u>		Inv Number	Invoice Description	Payment Amount	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$200.00
BRAUN BLAISING MCLAUGHLIN	218557	09/09/2013	14733	LEGAL SERVICES-MVU-JUL13		\$2,197.50
Remit to: SACRAMENTO, CA					<u>FYTD:</u>	\$10,960.16
BREEMS, ALAN	218588	09/09/2013	13234030	REFUND CITATIO APPEAL GRANTED BY PD		\$31.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$31.00
BRODART CO.	10386	09/09/2013	B3033175	MISC BOOKS-LIBRARY		\$2,038.91
n			B3047483	MISC BOOKS-LIBRARY		
n V			B3000906	MISC BOOKS-LIBRARY		
			B3011776	MISC BOOKS-LIBRARY		
			B3024204	MISC BOOKS-LIBRARY		
			B3036224	MISC BOOKS-LIBRARY		
			B3032792	MISC BOOKS-LIBRARY		
			B3054596	MISC BOOKS-LIBRARY		
			B2997007	MISC BOOKS-LIBRARY		
			B3029903	MISC BOOKS-LIBRARY		
			B3051423	MISC BOOKS-LIBRARY		
			B3036414	MISC BOOKS-LIBRARY		
			B3020641	MISC BOOKS-LIBRARY		
*			B3041360	MISC BOOKS-LIBRARY		
Remit to: WILLIAMSPORT, PA					<u>FYTD:</u>	\$13,038.02
BRODART CO.	10387	09/09/2013	B2944536	MISCELLANEOUS BOOKS-LIBRARY		\$1,302.57
			B2931349	MISCELLANEOUS BOOKS-LIBRARY		
> 2						Page 19 of 92



For Period 9/1/2013 through 9/30/2013

CHECKS UNDER \$25,000

BRODART CO. 10387 09/09/2013 B2931347 MISCELLANEOUS BOOKS-LIBRARY \$1,302.57 BRODART CO. 10387 09/09/2013 B2931345 MISCELLANEOUS BOOKS-LIBRARY \$1,302.57 B2957058 MISCELLANEOUS BOOKS-LIBRARY B2967058 MISCELLANEOUS BOOKS-LIBRARY \$1,302.57 B2931237 MISCELLANEOUS BOOKS-LIBRARY B2967052 MISCELLANEOUS BOOKS-LIBRARY \$1,302.57 B2931237 MISCELLANEOUS BOOKS-LIBRARY B2941923 MISCELLANEOUS BOOKS-LIBRARY \$1,302.57 B2931202 MISCELLANEOUS BOOKS-LIBRARY B2941923 MISCELLANEOUS BOOKS-LIBRARY \$1,302.57 B2931202 MISCELLANEOUS BOOKS-LIBRARY B294092 MISCELLANEOUS BOOKS-LIBRARY \$1,302.57 B2931339 MISCELLANEOUS BOOKS-LIBRARY B2931339 MISCELLANEOUS BOOKS-LIBRARY \$31,303.02 B293139 MISCELLANEOUS BOOKS-LIBRARY B293139 MISCELLANEOUS BOOKS-LIBRARY \$31,303.02 B293139 MISCELLANEOUS BOOKS-LIBRARY B293139 MISCELLANEOUS BOOKS-LIBRARY \$31,303.02 B293139 MISCELLANEOUS BOOKS-LIBRARY B293139 MISCELLANEOUS BOOKS-LIBRARY		Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	<u>yment Amount</u>
Remit to: COLUMBUS, OH 10285 09/03/2013 30901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: TEMECULA, CA V V \$1,274.92 BUKKL, JOHN R. 218503 09/03/2013 30901 RETIREE MEDICAL SEPTEMBER '13 \$1,274.92		BRODART CO.	10387	09/09/2013	B2931347	MISCELLANEOUS BOOKS-LIBRARY		\$1,302.57
Kemit to: COLUMBUS, OH EX293021 30901 RETIREE MEDICAL SEPTEMBER '13 \$13,038.02 Remit to: TEMECULA, CA EX29132 130901 RETIREE MEDICAL SEPTEMBER '13 \$11,764.01					B2931345	MISCELLANEOUS BOOKS-LIBRARY		
Remit to: COLUMBUS, OH E E S13,038.02 Remit to: COLUMBUS, OH E F S13,038.02 BOWN, SHERRY 10285 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 S138.73 Remit to: TEMECULA, CA F F F1702- S1,796.40					B2967058	MISCELLANEOUS BOOKS-LIBRARY		
Remit to: COLUMBUS, OH 10283 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: TEMECULA, CA YTD: \$1,274.92 BURKE, JOHN R. 218503 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: TEMECULA, CA YTD: \$1,274.92 \$1,274.92					B2967052	MISCELLANEOUS BOOKS-LIBRARY		
Remit to: COLUMBUS, OH 513,038.02 Remit to: COLUMBUS, OH VISCELLANEOUS BOOKS-LIBRARY B291220 MISCELLANEOUS BOOKS-LIBRARY B2949087 MISCELLANEOUS BOOKS-LIBRARY B2949092 MISCELLANEOUS BOOKS-LIBRARY B2949092 MISCELLANEOUS BOOKS-LIBRARY B2935621 MISCELLANEOUS BOOKS-LIBRARY B2938807 MISCELLANEOUS BOOKS-LIBRARY B29391339 MISCELLANEOUS BOOKS-LIBRARY B2938807 MISCELLANEOUS BOOKS-LIBRARY B29391040 MISCELLANEOUS BOOKS-LIBRARY B2991040 MISCELLANEOUS BOOKS-LIBRA					B2934876	MISCELLANEOUS BOOKS-LIBRARY		
Note Niscellaneous Books-LiBRARY B2949087 Miscellaneous Books-LiBRARY B2949087 Miscellaneous Books-LiBRARY B2949092 Miscellaneous Books-LiBRARY B2949092 Miscellaneous Books-LiBRARY B2949092 Miscellaneous Books-LiBRARY B293521 Miscellaneous Books-LiBRARY B2931339 Miscellaneous Books-LiBRARY B293139 Miscellaneous Books-LiBRARY B293139 Miscellaneous Books-LiBRARY B293139 Miscellaneous Books-LiBRARY B2991040 Miscellaneous Books-LiBRARY B2991040 Miscellaneous Books-LiBRARY B2991040 Miscellaneous Books-LiBRARY BROWN, SHERRY 10285 09/03/2013 130901 Retiree Medical September '13 \$318.73 PUTD: \$1,912.38 \$318.73 \$318.73 \$318.73 BUCKINGHAM, STAN 218504 09/03/2013 </td <td></td> <td></td> <td></td> <td></td> <td>B2941923</td> <td>MISCELLANEOUS BOOKS-LIBRARY</td> <td></td> <td></td>					B2941923	MISCELLANEOUS BOOKS-LIBRARY		
K B2949087 MISCELLANEOUS BOOKS-LIBRARY B2932069 MISCELLANEOUS BOOKS-LIBRARY B2949092 MISCELLANEOUS BOOKS-LIBRARY B2949092 MISCELLANEOUS BOOKS-LIBRARY B293521 MISCELLANEOUS BOOKS-LIBRARY B2931339 MISCELLANEOUS BOOKS-LIBRARY B2931339 MISCELLANEOUS BOOKS-LIBRARY B2931339 MISCELLANEOUS BOOKS-LIBRARY B293100 MISCELLANEOUS BOOKS-LIBRARY B29104 MISCELLANEOUS BOOKS-LIBRARY B29104 MISCELLANEOUS BOOKS-LIBRARY B290100 RETIREE MEDICAL					B2978013	MISCELLANEOUS BOOKS-LIBRARY		
Remit to: COLUMBUS, OH EVEN FYTD: \$13,038.02 BROWN, SHERRY 10285 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 BLUCKINGHAM, STAN 218504 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 BURKE, JOHN R. 218504 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 BURKE, JOHN R. 218504 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73					B2971220	MISCELLANEOUS BOOKS-LIBRARY		
Remit to: COLUMBUS, OH FYTD: \$13,038.02 Remit to: COLUMBUS, OH FYTD: \$13,038.02 BROWN, SHERRY 10285 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: FMORENO VALLEY, CA FYTD: \$13,032.01 \$318.73 Remit to: TEMEECULA, CA FYTD: \$12,724.92 BUCKINGHAM, STAN 218504 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: TEMEECULA, CA FYTD: \$12,724.92 \$318.73 BUCKINGHAM, STAN 218504 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: TEMECULA, CA FYTD: \$12,724.92 \$318.73 BURKE, JOHN R. 218504 09/03/2013 130901 RETIREE MED APRIL-DEC 2012 (LB & JB), PD SEPT '13 \$1,796.40	ជុ				B2949087	MISCELLANEOUS BOOKS-LIBRARY		
Remit to: COLUMBUS, OH EVEN EVEN FYTD: \$13,038.02 BROWN, SHERRY 10285 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: MORENO VALLEY, CA EVEN FYTD: \$1,1912.38 BUCKINGHAM, STAN 218503 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: TEMECULA, CA EVEN EVEN FYTD: \$1,274.92 BURKE, JOHN R. 218504 09/03/2013 130901 RETIREE MEDI APRIL-DEC 2012 (LB & JB), PD SEPT '13 \$1,796.40	ထု				B2932069	MISCELLANEOUS BOOKS-LIBRARY		
B2931339 B2983807 B2983807 B2991040MISCELLANEOUS BOOKS-LIBRARY B2991040MISCELLANEOUS BOOKS-LIBRARY MISCELLANEOUS BOOKS-LIBRARY MISCELLANEOUS BOOKS-LIBRARYRemit to: COLUMBUS, OHFYTD:\$13,038.02BROWN, SHERRY1028509/03/2013130901RETIREE MEDICAL SEPTEMBER '13\$318.73Remit to: MORENO VALLEY, CAFYTD:\$1,912.38BUCKINGHAM, STAN21850309/03/2013130901RETIREE MEDICAL SEPTEMBER '13\$318.73Remit to: TEMECULA, CAFYTD:\$1,274.92BURKE, JOHN R.21850409/03/2013130901RETIREE MED APRIL-DEC 2012 (LB & JB), PD SEPT '13\$1,796.40					B2949092	MISCELLANEOUS BOOKS-LIBRARY		
B2983807 B2991040 MISCELLANEOUS BOOKS-LIBRARY MISCELLANEOUS BOOKS-LIBRARY Remit to: COLUMBUS, OH FYTD: \$13,038.02 BROWN, SHERRY 10285 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: MORENO VALLEY, CA FYTD: \$1,912.38 BUCKINGHAM, STAN 218503 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: TEMECULA, CA FYTD: \$1,274.92 \$1,274.92 \$1,274.92 BURKE, JOHN R. 218504 09/03/2013 130901 RETIREE MEDI APRIL-DEC 2012 (LB & JB), PD SEPT '13 \$1,796.40					B2935621	MISCELLANEOUS BOOKS-LIBRARY		
B2991040 MISCELLANEOUS BOOKS-LIBRARY Remit to: COLUMBUS, OH FYTD: \$13,038.02 BROWN, SHERRY 10285 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: MORENO VALLEY, CA FYTD: \$1,912.38 BUCKINGHAM, STAN 218503 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: TEMECULA, CA FYTD: \$1,274.92 BURKE, JOHN R. 218504 09/03/2013 130901 RETIREE MED APRIL-DEC 2012 (LB & JB), PD SEPT '13 \$1,796.40					B2931339	MISCELLANEOUS BOOKS-LIBRARY		
Remit to: COLUMBUS, OH FYTD: \$13,038.02 BROWN, SHERRY 10285 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: MORENO VALLEY, CA FYTD: \$1,912.38 BUCKINGHAM, STAN 218503 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: TEMECULA, CA FYTD: \$1,274.92 BURKE, JOHN R. 218504 09/03/2013 130901 RETIREE MED APRIL-DEC 2012 (LB & JB), PD SEPT '13 \$1,796.40					B2983807	MISCELLANEOUS BOOKS-LIBRARY		
BROWN, SHERRY 10285 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: MORENO VALLEY, CA FYTD: \$1,912.38 BUCKINGHAM, STAN 218503 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: TEMECULA, CA FYTD: \$1,274.92 BURKE, JOHN R. 218504 09/03/2013 130901 RETIREE MED APRIL-DEC 2012 (LB & JB), PD SEPT '13 \$1,796.40					B2991040	MISCELLANEOUS BOOKS-LIBRARY		
Remit to: MORENO VALLEY, CA FYTD: \$1,912.38 BUCKINGHAM, STAN 218503 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: TEMECULA, CA FYTD: \$1,274.92 BURKE, JOHN R. 218504 09/03/2013 130901 RETIREE MED APRIL-DEC 2012 (LB & JB), PD SEPT '13 \$1,796.40		Remit to: COLUMBUS, OH					<u>FYTD:</u>	\$13,038.02
BUCKINGHAM, STAN 218503 09/03/2013 130901 RETIREE MEDICAL SEPTEMBER '13 \$318.73 Remit to: TEMECULA, CA FYTD: \$1,274.92 BURKE, JOHN R. 218504 09/03/2013 130901 RETIREE MED APRIL-DEC 2012 (LB & JB), PD SEPT '13 \$1,796.40		BROWN, SHERRY	10285	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: TEMECULA, CA BURKE, JOHN R. 218504 09/03/2013 130901 RETIREE MED APRIL-DEC 2012 (LB & JB), PD SEPT '13 \$1,796.40		Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$1,912.38
BURKE, JOHN R. 218504 09/03/2013 130901 RETIREE MED APRIL-DEC 2012 (LB & JB), PD SEPT '13 \$1,796.40		BUCKINGHAM, STAN	218503	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
		Remit to: TEMECULA, CA					FYTD:	\$1,274.92
Remit to: REDLANDS, CA <u>FYTD:</u> \$2,950.30		BURKE, JOHN R.	218504	09/03/2013	130901	RETIREE MED APRIL-DEC 2012 (LB & JB), PD SEPT '13		\$1,796.40
		Remit to: REDLANDS, CA					FYTD:	\$2,950.30

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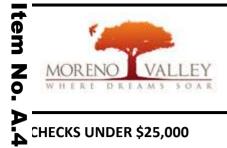


For Period 9/1/2013 through 9/30/2013

CHECKS UNDER \$25,000

2

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount
BUSTOS, MARIA	218639	09/16/2013	1070668	REFUND DUE TO LACK OF RESTRATION	\$112.00
Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$112.00
CAIN, GREGORY	10286	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13	\$318.73
Remit to: TAMPA, FL				<u>FYTD:</u>	\$1,274.92
CAIRNS, SUSAN	218740	09/23/2013	CERT#2030684	REIMBURSEMENT-EXPENSES TO RENEW NOTARY PUBLIC COMM. CERT.	\$360.00
Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$360.00
CALIFORNIA MUNICIPAL UTILITIES ASSOC.	218749	09/30/2013	1750	ASSESSMENT FEE	\$5,005.00
UTILITIES ASSOC.			1743	LAMINATION FEE	
Remit to: SACRAMENTO, CA				<u>FYTD:</u>	\$10,847.00
CALIFORNIA UTILITIES EMERGENCY ASSOCIATION	218558	09/09/2013	1314051	MEMBERSHIP DUES F/Y13-14	\$500.00
Remit to: RANCHO CORDOVA, CA	L.			<u>FYTD:</u>	\$500.00
CALVARY CHAPEL OF MORENO VALLEY	10471	09/19/2013	W130904	ACQUISITION COSTS & ESCROW FEES-APN 473-160-009/CALVARY CHAPEL	\$10,201.00
Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$10,201.00
CANNON, ANA M.	10287	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13	\$318.73
Remit to: HASLET, TX				<u>FYTD:</u>	\$1,274.92
CARTER, ROSALYN	10288	09/03/2013	130901	RETIREE MED AUG '13, PD SEPT '13	\$318.73
Remit to: MORENO VALLEY, CA				FYTD:	\$1,274.92



For Period 9/1/2013 through 9/30/2013

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	ayment Amount
CASADOS, STEPHANIE	218589	09/09/2013	R13-061283	AS REFUND-ADOPT, VACS, CHIP		\$50.00
Remit to: PERRIS, CA					<u>FYTD:</u>	\$50.00
CASTONGUAY, CHRIS	218536	09/03/2013	R13-064402	AS REFUND-ADOPT, VACS, RAB DEP, CHIP, LIC		\$102.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$102.00
CAVILLO, MELISSA	218716	09/23/2013	CALVILLO 1074785	REFUND FOR TOWNGATE DEPOSIT		\$175.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$175.00
CEMEX	218474	09/03/2013	9426635657	PORTLAND CEMENT		\$2,411.91
- CEMEX			9426538129	PORTLAND CEMENT		
			9426652503	PORTLAND CEMENT		
			9426594370	PORTLAND CEMENT		
			9426553203	PORTLAND CEMENT		
Remit to: ONTARIO, CA					<u>FYTD:</u>	\$10,177.80
CEMEX	218475	09/03/2013	9426687311	PORTLAND CEMENT-MAINT/OPS		\$360.34
Remit to: PASADENA, CA					FYTD:	\$10,177.80
CEMEX	218559	09/09/2013	9426706671	PURCHASE PORTLAND CEMENT-MAINT/OPS		\$375.29
Remit to: PASADENA, CA					<u>FYTD:</u>	\$10,177.80
CEMEX	218662	09/23/2013	9426874803	PORTLAND CEMENT		\$762.07
Remit to: PASADENA, CA					<u>FYTD:</u>	\$10,177.80
CHAFFIN, DEBORA	218717	09/23/2013	R13-063219	AS REFUND-RABIES DEPOSIT		\$20.00



	<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount
	Remit to: SAN BERNARDINO, CA				<u>FYTD:</u>	\$20.00
	CHANCY, CHIZURU	218628	09/16/2013	AUG-2013	INSTRUCTOR SERVICES-HAWAIIAN & TAHITIAN DANCE CLASSES	\$487.20
				JUL-2013	INSTRUCTOR SERVICES-HAWAIIAN & TAHITIAN DANCE CLASSES	
	Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$812.40
	CHANDLER ASSET MANAGEMENT, INC	10396	09/16/2013	13476	INVESTMENT MANAGEMENT SVCS-AUG13	\$7,358.00
-61-	Remit to: SAN DIEGO, CA				<u>FYTD:</u>	\$37,037.00
	CHAPMAN, STEVE	218505	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13	\$318.73
	Remit to: REDLANDS, CA				<u>FYTD:</u>	\$1,274.92
	CHAPPELL, ISAAC	10289	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13	\$318.73
	Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$1,274.92
	CINTAS CORPORATION	10257	09/03/2013	150141838	UNIFORM RNTL SVC-ST SWEEPING	\$1,353.87
				150141836	UNIFORM RNTL SVC-ST TREE MAINT	
				150138361	UNIFORM RNTL SVC-GOLF COURSE	
				150141839	UNIFORM RNTL SVC-DRAIN MAINT	
				150141835	UNIFORM RNTL SVC-VEHICLE MAINT	
				150141840	UNIFORM RNTL SVC-ST MAINT	
Ŧ				150138355	UNIFORM RNTL SVC-CFD #1	
Item				150141830	UNIFORM RNTL SVC-PARK MAINT	
				150141834	UNIFORM RNTL SVC-GRAFFITI RMVL	
NO				150141841	UNIFORM RNTL SVC-CONCRETE MAINT	



Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount
CINTAS CORPORATION	10257	09/03/2013	150138348	UNIFORM RNTL SVC-PARK MAINT	\$1,353.87
			150134801	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150138352	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150134808	UNIFORM RNTL SVC-CONCRETE MAINT	
			150134807	UNIFORM RNTL SVC-ST MAINT	
			150134806	UNIFORM RNTL SVC-DRAIN MAINT	
			150134805	UNIFORM RNTL SVC-ST SWEEPING	
			150134803	UNIFORM RNTL SVC-ST TREE MAINT	
<u>ь</u>			150138359	UNIFORM RNTL SVC-CONCRETE MAINT	
6 2			150138354	UNIFORM RNTL SVC-ST TREE MAINT	
			150141837	UNIFORM RNTL SVC-CFD #1	
			150141843	UNIFORM RNTL SVC-GOLF COURSE	
			150138356	UNIFORM RNTL SVC-ST SWEEPING	
			150127748	UNIFORM RNTL SVC-VEHICLE MAINT	
			150138357	UNIFORM RNTL SVC-DRAIN MAINT	
			150131267	UNIFORM RNTL SVC-VEHICLE MAINT	
			150138353	UNIFORM RNTL SVC-VEHICLE MAINT	
			150138358	UNIFORM RNTL SVC-ST MAINT	
			150134802	UNIFORM RNTL SVC-VEHICLE MAINT	
			150131268	UNIFORM RNTL SVC-ST TREE MAINT	
			150127751	UNIFORM RNTL SVC-ST SWEEPING	
			150127752	UNIFORM RNTL SVC-DRAIN MAINT	
			150127753	UNIFORM RNTL SVC-ST MAINT	
			150134810	UNIFORM RNTL SVC-GOLF COURSE	



	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	yment Amount
	CINTAS CORPORATION	10257	09/03/2013	150155970	UNIFORM RNTL SVC-VEHICLE MAINT.		\$1,353.87
				150127749	UNIFORM RNTL SVC-ST TREE MAINT		
				150127754	UNIFORM RNTL SVC-CONCRETE MAINT		
				150127747	UNIFORM RNTL SVC-GRAFFITI RMVL		
				150131266	UNIFORM RNTL SVC-GRAFFITI RMVL		
				150134797	UNIFORM RNTL SVC-PARK MAINT		
				150155973	UNIFORM RNTL SVC-ST. SWEEPING		
				150155974	UNIFORM RNTL SVC-DRAIN MAINT.		
ל				150131272	UNIFORM RNTL SVC-ST MAINT		
ذ				150134804	UNIFORM RNTL SVC-CFD #1		
				150155971	UNIFORM RNTL SVC-ST. TREE MAINT.		
				150131270	UNIFORM RNTL SVC-ST SWEEPING		
				150155969	UNIFORM RNTL SVC-GRAFFITI RMVL		
				150155976	UNIFORM RNTL SVC-CONCRETE MAINT.		
				150131271	UNIFORM RNTL SVC-DRAIN MAINT		
				150155975	UNIFORM RNTL SVC-ST. MAINT.		
				150131273	UNIFORM RNTL SVC-CONCRETE MAINT		
	Remit to: ONTARIO, CA					<u>FYTD:</u>	\$5,500.69
	CINTAS CORPORATION	10363	09/09/2013	150152448	UNIFORM RNTL SVC-VEHICLE MAINT		\$1,106.14
	Į.			150155968	UNIFORM RNTL SVC-ST. SIGNS/STRIPING		
Ð				150155967	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
3				150152452	UNIFORM RNTL SVC-DRAIN MAINT		
Z				150145353	UNIFORM RNTL SVC-TRAFFIC SIGNAL		



CHECKS UNDER \$25,000

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<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount
CINTAS CORPORATION	10363	09/09/2013	150152451	UNIFORM RNTL SVC-ST SWEEPING	\$1,106.14
			150131264	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150138350	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150148895	UNIFORM RNTL SVC-CFD #1	
			150134800	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150134799	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150131265	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150152446	UNIFORM RNTL SVC-ST. SIGNS/STRIPING	
ກ			150148890	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
2			150127746	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150127745	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150148888	UNIFORM RNTL SVC-PARK MAINT.	
			150152447	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150138351	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150152456	UNIFORM RNTL SVC-GOLF COURSE	
			150141833	UNIFORM RNTL SVC-ST SIGNS/STRIPING	
			150145355	UNIFORM RNTL SVC-GRAFFITI RMVL	
			150141832	UNIFORM RNTL SVC-TRAFFIC SIGNAL	
			150152454	UNIFORM RNTL SVC-CONCRETE MAINT	
			150145356	UNIFORM RNTL SVC-VEHICLE MAINT	
			150148891	UNIFORM RNTL SVC-ST. SIGNS/STRIPING	
			150152453	UNIFORM RNTL SVC-ST MAINT	
			150145359	UNIFORM RNTL SVC-ST SWEEPING	
			150145360	UNIFORM RNTL SVC-DRAIN MAINT	

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Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Рау	ment Amount
CINTAS CORPORATION	10363	09/09/2013	150145361	UNIFORM RNTL SVC-ST MAINT		\$1,106.14
			150145362	UNIFORM RNTL SVC-CONCRETE MAINT		
			150148892	UNIFORM RNTL SVC-GRAFFITI RMVL		
			150145351	UNIFORM RNTL SVC-PARK MAINT		
			150155965	UNIFORM RNTL SVC-PARK MAINT.		
			150152445	UNIFORM RNTL SVC-TRAFFIC SIGNAL		
			150152450	UNIFORM RNTL SVC-CFD #1		
			150148893	UNIFORM RNTL SVC-VEHICLE MAINT		
μ			150148896	UNIFORM RNTL SVC-ST SWEEPING		
ю Сл -			150152443	UNIFORM RNTL SVC-PARK MAINT.		
			150148897	UNIFORM RNTL SVC-DRAIN MAINT		
			150148898	UNIFORM RNTL SVC-ST TREE MAINT		
			150148899	UNIFORM RNTL SVC-CONCRETE MAINT		
			150145358	UNIFORM RNTL SVC-CFD #1		
			150148901	UNIFORM RNTL SVC-GOLF COURSE		
			150155972	UNIFORM RNTL SVC-CFD #1		
			150145354	UNIFORM RNTL SVC-ST SIGNS/STRIPING		
			150155978	UNIFORM RNTL SVC-GOLF COURSE		
Remit to: ONTARIO, CA					<u>FYTD:</u>	\$5,500.69
CINTAS CORPORATION	10397	09/16/2013	150145352	UNIFORM RNTL SVC-PURCHASING		\$25.18
CINTAS CORPORATION			150127744	UNIFORM RNTL SVC-PURCHASING		
3			150138349	UNIFORM RNTL SVC-PURCHASING		
			150134798	UNIFORM RNTL SVC-PURCHASING		
Z o.						
A. 4						Page 27 of 92

MORENO VALLEY		City of Morene Payment Re For Period 9/1/2013 thre			
CHECKS UNDER \$25,000					
Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	
	40007	00/46/2042	450444004		

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Description **Payment Amount** \$25.18 **CINTAS CORPORATION** 10397 09/16/2013 150141831 UNIFORM RNTL SVC-PURCHASING 150131263 UNIFORM RNTL SVC-PURCHASING Remit to: ONTARIO, CA \$5,500.69 FYTD: **CINTAS CORPORATION** 10477 09/30/2013 \$788.35 150163100 UNIFORM RENTAL SVC.-GOLF COURSE 150159534 **UNIFORM RENTAL SVC.-ST. SWEEPING** 150159531 UNIFORM RENTAL SVC.-VEHICLE MAINT. 150159530 UNIFORM RENTAL SVC.-GRAFFITI RMVL 150166680 UNIFORM RENTAL SVC.-GOLF COURSE 150166679 **UNIFORM RENTAL SVC.-FACILITIES** 150166667 UNIFORM RENTAL SVC.-PARK MAINT. 150159536 UNIFORM RENTAL SVC.-ST. MAINT. 150163094 UNIFORM RENTAL SVC.-CFD #1 150163087 UNIFORM RENTAL SVC.-PARK MAINT. 150159533 UNIFORM RENTAL SVC.-CFD #1 150166674 UNIFORM RENTAL SVC.-CFD #1 150159537 UNIFORM RENTAL SVC.-CONCRETE MAINT. 150159526 UNIFORM RENTAL SVC.-PARK MAINT. 150163091 UNIFORM RENTAL SVC.-GRAFFITI RMVL 150163092 UNIFORM RENTAL SVC.-VEHICLE MAINT. 150163095 **UNIFORM RENTAL SVC.-ST. SWEEPING** 150163096 UNIFORM RENTAL SVC.-DRAIN MAINT. 150163097 UNIFORM RENTAL SVC.-ST. MAINT.

UNIFORM RENTAL SVC.-CONCRETE MAINT.

150163098



	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	yment Amount
	CINTAS CORPORATION	10477	09/30/2013	150159528	UNIFORM RENTAL SVCTRAFFIC SIGNAL		\$788.35
				150159529	UNIFORM RENTAL SVCST. SIGNS/STRIPING		
				150163089	UNIFORM RENTAL SVCTRAFFIC SIGNAL		
				150163090	UNIFORM RENTAL SVCST. SIGNS/STRIPING		
				150166669	UNIFORM RENTAL SVCTRAFFIC SIGNAL		
				150166670	UNIFORM RENTAL SVCST. SIGNS/STRIPING		
-67-				150159535	UNIFORM RENTAL SVCDRAIN MAINT.		
				150148889	UNIFORM RENTAL SVCPURCHASING		
ხ				150163099	UNIFORM RENTAL SVCFACILITIES		
7-				150159538	UNIFORM RENTAL SVCFACILITIES		
				150155977	UNIFORM RENTAL SVCFACILITIES		
				150159527	UNIFORM RENTAL SVCPURCHASING		
				150155966	UNIFORM RENTAL SVCPURCHASING		
				150152444	UNIFORM RENTAL SVCPURCHASING		
				150159539	UNIFORM RENTAL SVCGOLF COURSE		
	Remit to: ONTARIO, CA					<u>FYTD:</u>	\$5,500.69
	CITY OF MORENO VALLEY VEBA TRUST	10364	09/09/2013	2014-00000066	4020 - EXEC VEBA*		\$9,357.20
	Remit to: MORENO VALLEY, CA					FYTD:	\$67,059.32
Iter	TRUST	10435	09/23/2013	2014-00000102	4020 - EXEC VEBA*		\$8,114.47
3						<u>FYTD:</u>	\$67,059.32
NO.	COMMUNITY HEALTH CHARITIES	218560	09/09/2013	2014-00000067	8725 - CH CHARITY		\$94.00
Α.4							Page 29 of 92



-	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pav	yment Amount
	Remit to: COSTA MESA, CA					FYTD:	\$741.00
	COMMUNITY HEALTH CHARITIES	218663	09/23/2013	2014-00000085	8725 - CH CHARITY		\$94.00
	Remit to: COSTA MESA, CA					<u>FYTD:</u>	\$741.00
	COMMUNITY NOW	218664	09/23/2013	1000	NEIGHBORHOODS/NEXTDOOR.COM CONSULTANTS		\$1,000.00
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$7,600.00
	CONTINUING EDUCATION OF THE BAR	218750	09/30/2013	10184165	BOOKS FOR THE LAW LIBRARY		\$183.15
-68-				10181715	BOOKS, PUBLICATIONS & AUDIOVISUAL-LAW LIBRARY		
	Remit to: OAKLAND, CA					<u>FYTD:</u>	\$732.95
	COOK, PAM	218537	09/03/2013	R13-065082	AS REFUND-S/N DEPOSIT		\$75.00
	Remit to: WILDOMAR, CA					<u>FYTD:</u>	\$75.00
	CORNERSTONE RECORDS MANAGEMENT, LLC	218661	09/23/2013	0211416	OFF-SITE STORAGE OF CITY RECORDS		\$3,000.75
	,			0209790	OFF-SITE STORAGE OF CITY RECORDS		
	Remit to: KING OF PRUSSIA, PA					FYTD:	\$5,757.02
	COSTCO	218614	09/16/2013	19885	SNACK SUPPLIES FOR SKATE PARK		\$429.41
	Remit to: MORENO VALLEY, CA					FYTD:	\$7,726.65
	COUNTRY SQUIRE ESTATES	218476	09/03/2013	AUGUST 2013	REFUND-UUT FOR EXEMPT RESIDENTS		\$87.85
	Remit to: ONTARIO, CA					<u>FYTD:</u>	\$349.44
	COUNTRY SQUIRE ESTATES	218751	09/30/2013	SEPT 2013	REFUND-UUT FOR EXEMPT RESIDENTS		\$103.34



Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount
Remit to: ONTARIO, CA				<u>FYTD:</u>	\$349.44
COUNTY OF RIVERSIDE - RMAP	218665	09/23/2013	9990170000-1307	VPN CONNECTION FOR CODE ENFORCEMENT STAFF	\$22.22
Remit to: RIVERSIDE, CA				<u>FYTD:</u>	\$197,504.25
COUNTY OF RIVERSIDE SHERIFF	218703	09/23/2013	SH0000022228	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 7/19/13	\$24,101.77
			SH0000022219	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-7/01/13	
)			SH0000022220	LAW ENFORCEMENT SVCS/GRANT #PT1303-TRAFFIC ENF OPERATION-7/10/13	
			SH0000022221	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF 7/11/13	
			SH0000022222	LAW ENFORCEMENT SVCS/GRANT #PT1303-MTRCYCLE SAFETY ENF7/12/13	
			SH0000022223	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI SATURATION PATROL-7/13/13	
			SH0000022224	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF 7/16/13	
			SH0000022225	LAW ENFORCEMENT SVCS/GRANT #PT1303-DUI STAKEOUT OPER7/17/13	
			SH0000022227	LAW ENFORCEMENT SVCS/GRANT #SC13272-DUI CHECKPOINT 7/05/13	
_			SH0000022229	LAW ENFORCEMENT SVCS/GRANT #AL1387-"AVOID THE 30"- 7/07/13	
			SH0000022226	LAW ENFORCEMENT SVCS/GRANT #PT1303-DISTR. DRIVING ENF 7/22/13	
Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$10,585,101.96
COX COMMUNICATIONS, INC	218818	09/30/2013	5592	INFORMATION SEARCH WARRANT SVCS	\$40.00
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-	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	yment Amount
	Remit to: ATLANTA, GA					<u>FYTD:</u>	\$40.00
	CRANDALL, BOB	218718	09/23/2013	R13-066059	AS REFUND-TRAP DEPOSIT		\$50.00
	Remit to: MORENO VALLEY, CA					FYTD:	\$50.00
	CRIME SCENE STERI-CLEAN, LLC	10436	09/23/2013	31853	BIO HAZARD REMOVAL SERVICE-7/24/13		\$750.00
	Remit to: RANCHO CUCAMONGA	, CA				FYTD:	\$3,000.00
	CRUZ, ROSA	218590	09/09/2013	1069681	REFUND FOR TOWNGATE DEPOSIT		\$200.00
-70	Remit to: PERRIS, CA					FYTD:	\$200.00
Ļ	D.R. HORTON	218719	09/23/2013	PA07-0078/335884	REFUND-MAINTENANCE AGREEMENT & CC&RS DEPOSIT		\$1,919.50
	Remit to: CORONA, CA					<u>FYTD:</u>	\$1,919.50
	DALE, KATHLEEN	10290	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$1,274.92
	DATA TICKET, INC.	10398	09/16/2013	48427MS	MAINT & SUPPORT-PARKING CITATION SOFTWARE-JUL13		\$94.50
	Remit to: NEWPORT BEACH, CA					<u>FYTD:</u>	\$96,629.79
	DATA TICKET, INC.	10437	09/23/2013	48489	ADMIN CITATION PROCESSING-B&S-JUL13		\$1,237.54
				48489TPC	THIRD PARTY COLLECTIONS-B&S-JUL13		
	Remit to: NEWPORT BEACH, CA					<u>FYTD:</u>	\$96,629.79
	DATA TICKET, INC.	10478	09/30/2013	49038	ADMIN CITATION PROCESSING-A/S-AUG13		\$726.48
				48294TPC	THIRD PARTY COLLECTIONS-A/S-JUL13		
				49038TPC	THIRD PARTY COLLECTIONS-A/S-AUG13		



Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	yment Amount
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u>	\$96,629.79
DATA TICKET, INC.	10497	09/30/2013	49041	ADMIN CITATION PROCESSING-PD-AUG13		\$592.20
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u>	\$96,629.79
DATAQUICK CORPORATE HEADQUARTERS	218819	09/30/2013	B1-2196360	ONLINE SOFTWARE SUBSCRIPTION-POP UNIT-AUG13		\$130.50
Remit to: LOS ANGELES, CA					<u>FYTD:</u>	\$522.00
DAWSON, MICHELLE	218580	09/09/2013	9/18-9/20/13	TRAVEL PER DIEM-LCC 2013 ANNUAL CONF. & EXPO		\$152.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$192.50
DAWSON, MICHELLE	218784	09/30/2013	9/18/13 REIMB.	REIMBURSEMENT FOR TAX SERVICE DURING LCC CONFER TRIP	ENCE	\$40.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$192.50
DE JESUS, ALDOUSCON	218804	09/30/2013	R13-066080	AS REFUND-DIFF FROM 3YR LIC TO 1YR LIC		\$18.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$18.00
DE LA CRUZ, MICHAEL	218805	09/30/2013	13249031	GRANTED APPEAL ON CITATION 13249031 BY PD		\$31.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$31.00
DEBINAIRE COMPANY	218752	09/30/2013	710807	BOILER MAINTENANCE-CITY HALL		\$565.00
Ξ			710867	BOILER MAINTENANCE-CRC		
			710820	BOILER MAINTENANCE-PSB		
3			710870	BOILER MAINTENANCE-ANIMAL SHELTER		
Remit to: CORONA, CA					FYTD:	\$705.00



CHECKS UNDER \$25,000

City of Moreno Valley Payment Register

For Period 9/1/2013 through 9/30/2013

í N Check/EFT Payment Inv Number Vendor Name Invoice Description **Payment Amount** Number Date 10259 09/03/2013 BE000615233 EMPLOYEE DENTAL INSURANCE \$10,350.69 DELTA DENTAL OF CALIFORNIA \$40,266.72 Remit to: SAN FRANCISCO, CA FYTD: **DELTACARE USA** 218528 09/03/2013 BE000616169 EMPLOYEE DENTAL INSURANCE \$5,302.79 Remit to: LOS ANGELES, CA FYTD: \$20,813.76 10399 09/16/2013 1201 PLAN REVIEW SVCS 7/16-7/31/13-FIRE PREV. **DENNIS GRUBB & ASSOCIATES,** \$10,190.00 LLC Remit to: MIRA LOMA, CA FYTD: \$49,050.00 72 **DENNIS GRUBB & ASSOCIATES**, 10438 09/23/2013 1204 PLAN REVIEW SVCS 8/1-8/15/13-FIRE PREV. \$7,515.00 LLC Remit to: MIRA LOMA, CA FYTD: \$49,050.00 \$115.00 DEPARTMENT OF CONSUMER 218477 09/03/2013 **CERT NO. TR 2303** RENEWAL-PROF. ENGINEER CERTIFICATE OF LICENSE/H. **AFFAIRS** KASHEFIPOUR Remit to: SACRAMENTO, CA FYTD: \$230.00 DEPARTMENT OF 218753 09/30/2013 ACCT. AR0064858 HEALTH PERMIT FOR VALLEY SKATE PARK SNACK BAR - FAC. # \$208.00 **ENVIRONMENTAL HEALTH** FA0029805 Remit to: RIVERSIDE, CA FYTD: \$910.58 **DEPUY, RENEE** 218640 09/16/2013 12274351 **DUPLICATE PAYMENT FOR CITATION 12274351** \$31.00 Remit to: MORENO VALLEY, CA FYTD: \$31.00 09/16/2013 15909 DIGITAL TELECOMMUNICATIONS 10400 AVST VOICEMAIL SYSTEM ANNUAL MAINTENANCE \$10,850.00 CORP. Remit to: VAN NUYS, CA FYTD: \$10,850.00



For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount	
	DLS LANDSCAPE, INC	10260	09/03/2013	14099	LANDSCAPE MAINT-TEMPORARY EXT-AUG '13-CFD #1		\$12,390.00
				14100	LANDSCAPE MAINT-TEMPORARY EXT-AUG '13-ZONE A		
	Remit to: REDLANDS, CA					FYTD:	\$49,560.00
	DLS LANDSCAPE, INC	10439	09/23/2013	14206	LANDSCAPE MAINT-ZONE A-SEPT13		\$12,390.00
				14205	MOWING CONTRACT FOR CFD#1-SEPT13		
	Remit to: REDLANDS, CA					<u>FYTD:</u>	\$49,560.00
	DMC DESIGN GROUP, INC	10401	09/16/2013	2013-115	DESIGN SERVICES - HEACOCK ST. SOUTH EXTENSION		\$19,910.86
-73-				2013-097	DESIGN SERVICES - SIP		
ì	Remit to: CORONA, CA					FYTD:	\$76,828.76
	DORY, ALLEEN F.	218506	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$146.32
	Remit to: HEMET, CA					FYTD:	\$585.28
	DURAN, BLANCA	218529	09/03/2013	AUG-2013	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES		\$108.00
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$321.00
	DURAN, BLANCA	218785	09/30/2013	SEP-2013	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES		\$108.00
	Remit to: MORENO VALLEY, CA					FYTD:	\$321.00
Ite	DUVAL, ROBERTA	218530	09/03/2013	AUG-2013	INSTRUCTOR SERVICES-CPR CLASS		\$515.20
Ä	Remit to: SUN CITY, CA					<u>FYTD:</u>	\$803.20
No.	DUVAL, ROBERTA	218786	09/30/2013	SEP-2013	INSTRUCTOR SERVICES-CPR CLASS		\$288.00
- A.4							Page 35 of 92



CHECKS UNDER \$25,000

E.R. BLOCK PLUMBING &

HEATING, INC.

D.4

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City of Moreno Valley **Payment Register** For Period 9/1/2013 through 9/30/2013

10479

09/30/2013 113089

112890

Check/EFT Payment Vendor Name Inv Number Invoice Description **Payment Amount** Number Date Remit to: SUN CITY, CA FYTD: \$803.20 **E.R. BLOCK PLUMBING &** 10261 09/03/2013 112892 **REPLACED BACKFLOW-T19363-ZONE D** \$4,213.80 HEATING, INC. 112893 **REPLACED BACKFLOW-ZONE M** 112810 BACKFLOW DEVICE REPAIR-COMMUNITY PARK 112888 INSTALLED BACKFLOW-RANCHO VERDE STAGING-CFD #1 112811 BACKFLOW DEVICE TESTS-VRS LOCATIONS-PARKS 112818 BACKFLOW DEVICE TEST-VRS LOCATIONS-SDA 112891 **REPLACED BACKFLOW-ZONE E-16** Remit to: RIVERSIDE, CA FYTD: \$7,657.48 **E.R. BLOCK PLUMBING &** 10366 09/09/2013 113090 BACKFLOW DEVICE TEST-LIBRARY \$60.00 HEATING, INC. 113087 BACKFLOW DEVICE TEST-CITY YARD Remit to: RIVERSIDE, CA FYTD: \$7,657.48 **E.R. BLOCK PLUMBING &** 10402 09/16/2013 113084 \$460.00 BACKFLOW DEVICE TESTS-VARIOUS LOCATIONS-CSD/SDA HEATING, INC. \$7,657.48 Remit to: RIVERSIDE, CA FYTD: 09/23/2013 112978 E.R. BLOCK PLUMBING & 10440 BACKFLOW DEVICE TEST-CFD #1 \$140.00 HEATING, INC. Remit to: RIVERSIDE, CA FYTD: \$7,657.48

BACKFLOW DEVICE TEST-FS#99

BACKFLOW DEVICE TEST-FS#2

\$860.00



For Period 9/1/2013 through 9/30/2013

<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>P</u>	ayment Amount
E.R. BLOCK PLUMBING & HEATING, INC.	10479	09/30/2013	112883	BACKFLOW DEVICE TEST-FS#58		\$860.00
			113088	BACKFLOW DEVICE TEST-FS#2		
			112154	BACKFLOW DEVICE TESTING-VARIOUS LOCATIONS-SDA		
			112817	BACKFLOW DEVICE TEST-FS#65		
			112100	BACKFLOW DEVICE TEST-FS#99		
			112083	BACKFLOW DEVICE TEST-FS#6		
			112082	BACKFLOW DEVICE TEST-FS#91		
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$7,657.48
EASTERN MUNICIPAL WATER DISTRICT	218754	09/30/2013	AUG-13 9/30/13	WATER CHARGES		\$12,295.80
Remit to: PERRIS, CA					<u>FYTD:</u>	\$771,706.89
EDGELANE MOBILE PARK	10403	09/16/2013	AUGUST 2013	REFUND-UUT FOR EXEMPT RESIDENTS		\$16.41
Remit to: LOS ANGELES, CA					<u>FYTD:</u>	\$47.84
EDWARDS, JASMINE	218806	09/30/2013	R13-065774&775	AS REFUND-RET ADOPT, VACS, LIC, CHIP		\$82.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$82.00
EGGERSTEN, ANNE	218507	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$255.43
Remit to: RANCHO MIRAGE, CA					<u>FYTD:</u>	\$1,021.72
EMERGENT BATTERY TECHNOLOGIES, INC.	10441	09/23/2013	19639	BATTERY BACKUP SYSTEM-SLA 12-75		\$5,616.00
Remit to: ANAHEIM, CA					<u>FYTD:</u>	\$5,616.00
						Page 37 of



For Period 9/1/2013 through 9/30/2013

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	P	ayment Amount
ENCO UTILITY SERVICES MORENO VALLEY LLC	10481	09/30/2013	40-290A-04	FEES FOR SERVICES - NASON/CACTUS TO FIR		\$1,282.99
Remit to: ANAHEIM, CA					<u>FYTD:</u>	\$843,891.06
ESGIL CORPORATION	10442	09/23/2013	07133520	PLAN CHECK SVCS-JUL13		\$2,038.90
Remit to: SAN DIEGO, CA					<u>FYTD:</u>	\$3,820.10
EVANS ENGRAVING & AWARDS	10443	09/23/2013	83013-26	NAMEPLATES FOR 3 EXECUTIVES		\$45.36
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$197.36
EVELYN, BRANDON	218720	09/23/2013	EVELYN 1074796	REFUND FOR TOWNGATE DEPOSIT		\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$200.00
EVERITT, DAVID	218508	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: HEMET, CA					<u>FYTD:</u>	\$1,593.65
EXCEL LANDSCAPE, INC	10262	09/03/2013	77498 77505	LANDSCAPE MAINT-ZONE E-7-JUL13 LANDSCAPE MAINT-NPDES/WQB-JUL13		\$9,017.17
Remit to: CORONA, CA				у х на н	<u>FYTD:</u>	\$28,427.60
EXCEL LANDSCAPE, INC	10404	09/16/2013	77758 77752	LANDSCAPE MAINT-WQB/NPDES-AUG13 LANDSCAPE MAINT-E-7-AUG13		\$9,017.17
Remit to: CORONA, CA					<u>FYTD:</u>	\$28,427.60
FAIR HOUSING COUNCIL OF RIV CO, INC.	10368	09/09/2013	12 JUN-13 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM		\$2,719.66
			JUN-13 (LT)	LANDLORD TENANT MEDIATION-CDBG		



	<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	yment Amount
	Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$22,582.17
	FANOUS, SALIBA	218538	09/03/2013	2014-282	DUPLICATE		\$31.00
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$31.00
	FEENSTRA, JOHN	10291	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$361.25
	Remit to: REDLANDS, CA					FYTD:	\$1,445.00
Ι.	FIDELITY NATIONAL TITLE COMPANY ESCROW	10469	09/18/2013	W130902	PROPERTY TITLE TRANSFER FEES-26066 ROJO TIERRA		\$663.55
77-	Remit to: IRVINE, CA					FYTD:	\$1,324.35
	FIDELITY NATIONAL TITLE COMPANY ESCROW	10470	09/18/2013	W130903	PROPERTY TITLE TRANSFER FEES-25604 SAN LUPE AVE		\$660.80
	Remit to: IRVINE, CA					<u>FYTD:</u>	\$1,324.35
	FIRST CHOICE SERVICES	10263	09/03/2013	529404	EMPLOYEE PAID COFFEE SVC-CITY HALL		\$462.14
				529407	EMPLOYEE PAID COFFEE SVC-CITY HALL		
				529394	EMPLOYEE PAID COFFEE SVC-CRC		
				529406	EMPLOYEE PAID COFFEE SVC-CITY HALL		
	Remit to: ONTARIO, CA					FYTD:	\$2,828.23
_	FIRST CHOICE SERVICES	10370	09/09/2013	527914	EMPLOYEE PAID COFFEE SVC-CITY HALL		\$169.72
Te	Remit to: ONTARIO, CA					<u>FYTD:</u>	\$2,828.23
3	FIRST CHOICE SERVICES	10406	09/16/2013	530900	EMPLOYEE PAID COFFEE SVC-CH/CITY COUNCIL		\$1,092.10
Z				530899	EMPLOYEE PAID COFFEE SVC-CH/COUNCIL CHAMBERS		



For Period 9/1/2013 through 9/30/2013

CHECKS	UNDER	\$25,000

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Par	yment Amount
FIRST CHOICE SERVICES	10406	09/16/2013	530897	EMPLOYEE PAID COFFEE SVC-CH/CITY MGR		\$1,092.10
			530898	EMPLOYEE PAID COFFEE SVC-CH/PUBLIC WORKS		
			530896	EMPLOYEE PAID COFFEE SVC-CH/CEDD		
			530887	EMPLOYEE PAID COFFEE SVC-CITY YARD		
Remit to: ONTARIO, CA					<u>FYTD:</u>	\$2,828.23
FITNESS 19 CA 155 11C	218667	09/23/2013	2014-00000086	8730 - GYM MEMBERSHIP*		\$204.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$814.00
∽ FLEMING, DENISE	218591	09/09/2013	1069905	REFUND FOR SPECIAL EVENT DEPOSIT		\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$75.00
FLOREZ, ROBERT	218787	09/30/2013	9/17/13	MILEAGE REIMBURSEMENT		\$54.01
Remit to: SUN CITY, CA					<u>FYTD:</u>	\$54.01
FOMAN, LAVAUGHN	218641	09/16/2013	1071441	REFUND DUE TO LACK OF REGISTRATION		\$47.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$47.00
FORMOSA RENTALS	218642	09/16/2013	P13-015	REFUND-PLANNING FEES/WITHDRAWAL OF APPLICATION		\$333.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$333.20
FOSTER, NANCY A.	10292	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: GRASS VALLEY, CA					<u>FYTD:</u>	\$1,274.92
FOSTER, ZACHARY F.	10293	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: GRASS VALLEY, CA					FYTD:	\$1,274.92



For Period 9/1/2013 through 9/30/2013

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	iyment Amount
FRANCHISE TAX BOARD	218561	09/09/2013	2014-00000068	1015 - GARNISHMENT - CREDITOR %*		\$337.42
Remit to: SACRAMENTO, CA					<u>FYTD:</u>	\$2,824.72
FRANCHISE TAX BOARD	218668	09/23/2013	2014-00000087	1015 - GARNISHMENT - CREDITOR %		\$290.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u>	\$2,824.72
FRANKLIN, L. C.	218629	09/16/2013	8/14-8/29/13	MILEAGE REIMBURSEMENT		\$150.86
Remit to: PERRIS, CA					<u>FYTD:</u>	\$699.48
FRAZEE INDUSTRIES, INC	218479	09/03/2013	9530501132020 9530501143660	GRAFFITI REMOVAL PRODUCTS GRAFFITI REMOVAL PRODUCTS		\$1,410.09
Remit to: LOS ANGELES, CA					<u>FYTD:</u>	\$4,516.17
FRAZEE INDUSTRIES, INC	218669	09/23/2013	9530501150980	GRAFFITI REMOVAL PRODUCTS		\$889.66
Remit to: LOS ANGELES, CA					<u>FYTD:</u>	\$4,516.17
FRED'S GLASS & MIRROR, INC.	218756	09/30/2013	183123	REPAIRS OF BROKEN WINDOWS-MFPCC		\$439.74
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$772.31
FURRY ANGELS FOUNDATION RESCUE	218721	09/23/2013	R13-065604	AS REFUND-S/N & RABIES DEPOSITS		\$95.00
Remit to: RANCHO MIRAGE, CA					FYTD:	\$95.00
G/M BUSINESS INTERIORS, INC.	218757	09/30/2013	0095148-IN 0095246-IN	CITY HALL 2ND FLR PROJ-DRAFTING 8 TABLES CONFERENCE ROOM FURNITURE-CITY HALL 2ND FLR		\$13,093.27
					FYTD:	\$79,756.18



CHECKS UNDER \$25,000

City of Moreno Valley Payment Register

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Check/EFT Payment Vendor Name Inv Number **Invoice Description Payment Amount** Number Date GALANG, ROSE 218722 09/23/2013 R13-064434 \$20.00 AS REFUND-RABIES DEPOSIT Remit to: MORENO VALLEY, CA FYTD: \$20.00 GARATE, ILIANA 218539 09/03/2013 R13-064729 AS REFUND-ADOPT, VACS, CHIP \$67.00 Remit to: PERRIS, CA FYTD: \$67.00 10294 09/03/2013 130901 RETIREE MED JULY '13, PD SEPT '13 \$318.73 GARCIA, MANUEL Remit to: CORONA, CA FYTD: \$1,274.92 GARMAR CARPET 218723 09/23/2013 YR2013/BL#20059 **REFUND OF OVERPAYMENT FOR BL#20059** \$205.38 80 Remit to: MORENO VALLEY, CA FYTD: \$205.38 GAYNOR, JAMES A. 218643 09/16/2013 213864-8/13/12 CHECK REISSUANCE/REFUND-CITATION OVERPAYMENT \$436.00 Remit to: BERKELEY, CA FYTD: \$436.00 **GENERAL SECURITY SERVICES,** 10264 09/03/2013 174413 SECURITY SVCS-LIBRARY 7/2 & 7/6/13 \$1,921.34 INC. SECURITY SVCS-CITY HALL 7/29-8/1/13 174681 174600 SECURITY SVCS-LIBRARY 7/26-7/27/13 174477 SECURITY SVCS-LIBRARY 7/12-7/13/13 174793 SECURITY SVCS-CITY HALL 8/13-8/15/13 174683 SECURITY SVCS-LIBRARY 8/2-8/3/13 174737 SECURITY SVCS-CITY HALL 8/5-8/9/13 174739 SECURITY SVCS-LIBRARY 8/9-8/10/13 Remit to: WILMINGTON, CA FYTD: \$17,954.12



For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	iyment Amount
	GENERAL SECURITY SERVICES, INC.	10371	09/09/2013	174598	SECURITY SVCS-ELECTRIC UTILITY 7/22-7/25/13		\$851.37
				174794	SECURITY SVCS-LIBRARY 8/16-8/17/13		
				174846	SECURITY SVCS-CITY HALL 8/19-8/23/13		
	Remit to: WILMINGTON, CA					<u>FYTD:</u>	\$17,954.12
	GENERAL SECURITY SERVICES, INC.	10407	09/16/2013	174847	SECURITY SVCS-CRC 8/19-8/22/13		\$939.58
				174932	SECURITY SVCS-CITY HALL 8/26-8/29/13		
-81-				174934	SECURITY SVCS-LIBRARY 8/28-8/31/13		
				174312	SECURITY SVCS-TOWNGATE-6/27/13		
	Remit to: WILMINGTON, CA					<u>FYTD:</u>	\$17,954.12
	GENERAL SECURITY SERVICES, INC.	10482	09/30/2013	174985	SECURITY SVCS-TOWNGATE-8/31/13		\$774.67
				174996	SECURITY SVCS-CITY HALL 9/3-9/5/13		
				175047	SECURITY SVCS-CITY HALL 7/15-7/18/13		
				175046	SECURITY SVCS-CITY HALL 2ND FLR-7/20/13		
	Remit to: WILMINGTON, CA					<u>FYTD:</u>	\$17,954.12
	GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	10372	09/09/2013	220755-002	LEGAL SERVICES-BOND SAFEGUARD-JUL13		\$97.90
a	Remit to: LOS ANGELES, CA					<u>FYTD:</u>	\$33,540.81
em	GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	10444	09/23/2013	220755-003	LEGAL SERVICES - SR-60/MB PH I		\$2,648.99
No.	1			220755-004	LEGAL SERVICES - MORRISON PARK FS		
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For Period 9/1/2013 through 9/30/2013

4	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	iyment Amount
	Remit to: LOS ANGELES, CA					FYTD:	\$33,540.81
	GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	10483	09/30/2013	221100-002	LEGAL SERVICES-BOND SAFEGUARD-AUG13		\$946.79
				221100-001	LEGAL SERVICES-AEI-CASC (DAY ST)-AUG13		
				220755-001	LEGAL SERVICES - DAY ST. (AEI-CASC)		
	Remit to: LOS ANGELES, CA					FYTD:	\$33,540.81
	GLOBAL POWER GROUP, INC.	10265	09/03/2013	29310	RELEASE OF RETENTIONS PAYABLE		\$17,885.92
-82	Remit to: LAKESIDE, CA					<u>FYTD:</u>	\$27,799.17
Ÿ	GOLDMAN, JAN	218540	09/03/2013	R12-056201	AS REFUND-RABIES & S/N DEPOSITS		\$95.00
	Remit to: TOLUCA LAKE, CA					FYTD:	\$95.00
	GONZALES, DOMILENA R.	10295	09/03/2013	130901	RETIREE MED JULY-AUG '13, PD SEPT '13		\$637.46
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$1,274.92
	GONZALEZ, GENE	218724	09/23/2013	R13-065693	AS REFUND-DIFF BETWEEN 3YR AND 1YR LICENSE		\$18.00
	Remit to: MORENO VALLEY, CA					FYTD:	\$18.00
	GONZALEZ, GINA	218788	09/30/2013	10/6-10/9/13	TRAVEL PER DIEM-MISAC 2013 CONFERENCE		\$248.50
	Remit to: PERRIS, CA					FYTD:	\$248.50
	GOOD HOPE BAPTIST CHURCH	218592	09/09/2013	1069668	REFUND FOR EVENT CONTRACT #23274		\$850.00
	Remit to: MEAD VALLEY, CA					<u>FYTD:</u>	\$850.00
	GOOD HOPE MISSIONARY BAPTIST CHURCH	218725	09/23/2013	SPONSORSHIP	TABLE SPONSORSHIP FOR MOUNTAIN MOVERS BANQUET 9/28/13		\$280.00



<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	ayment Amount
Remit to: PERRIS, CA					FYTD:	\$280.00
GOZDECKI, DAN	10408	09/16/2013	SEP-2013 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS		\$702.00
			SEP-2013 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS		
Remit to: MORENO VALLEY, CA					FYTD:	\$2,916.00
GRAVES & KING, LLP	218581	09/09/2013	1307-0009459	LEGAL SERVICES-MV1329-JUL13		\$3,400.10
Remit to: RIVERSIDE, CA					FYTD:	\$17,617.39
GRIFFIN, MARLENE C	10296	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$255.43
မှာ Remit to: GREEN VALLEY, AZ					FYTD:	\$1,021.72
GUCCIONE, CHRISTIANA	218593	09/09/2013	R13-065141	AS REFUND-ADOPT, VACS, CHIP		\$67.00
Remit to: PERRIS, CA					<u>FYTD:</u>	\$67.00
GUILLAN, REBECCA S.	10297	09/03/2013	130901	RETIREE MED AUG '13, PD SEPT '13		\$297.39
Remit to: ADVANCE, NC					FYTD:	\$1,189.56
GUIMONT, WILLIAM	218704	09/23/2013	REIMB. 9/16/13	REIMBURSEMENT FOR FUEL PURCHASE FOR PD MOTORCYCLE	E	\$21.82
Remit to: MORENO VALLEY, CA					FYTD:	\$21.82
GUTIERREZ, ROBERT	10298	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: LA VERNE, CA					FYTD:	\$1,274.92
HABITAT FOR HUMANITY RIVERSIDE	10383	09/09/2013	09212013	REGIS-HABITAT RIV 25 YEARS CELEBRATION		\$130.00
Remit to: RIVERSIDE, CA					FYTD:	\$85,983.52



CHECKS UNDER \$25,000

City of Moreno Valley Payment Register

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Check/EFT Payment Inv Number Vendor Name **Invoice Description Payment Amount** Number Date HAKALA, MARIA 09/16/2013 13216205 \$31.00 218644 **CITATION GRANTED BY PD FOR 13216205** Remit to: MORENO VALLEY, CA \$31.00 FYTD: HAMLIN, WILLIAM R. 10299 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$318.73 Remit to: BEAUMONT, CA FYTD: \$1,274.92 218705 REIMB. 9/17/13 \$27.02 HAMRICK, JAMES 09/23/2013 REIMBURSEMENT FOR FUEL PURCHASE FOR PD MOTORCYCLE \$27.02 Remit to: MORENO VALLEY, CA FYTD: HANES. MARTIN D. 10300 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$318.73 84 4 Remit to: MORENO VALLEY, CA FYTD: \$1,274.92 HANIGAN BUSINESS FORMS 218670 09/23/2013 250045 **BUILDING PERMIT FORMS** \$938.74 Remit to: RIVERSIDE, CA FYTD: \$1,526.80 HANSEN, ROBERT L. 218509 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$318.73 Remit to: MORENO VALLEY, CA FYTD: \$637.46 HARDING, JOHN 218510 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$318.73 Remit to: BANNING, CA FYTD: \$1,274.92 218789 09/30/2013 10/5-10/8/13 \$450.30 HARGIS, STEVE TRAVEL PER DIEM & MILEAGE-LOGOS 2013 CUSTOMER CONFERENCE Remit to: TEMECULA, CA FYTD: \$450.30 HARTMANN, RICK 218511 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$318.73 Remit to: SAN DIMAS, CA FYTD: \$1.274.92



For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pav	yment Amount
	HASKELL, BRIAN/CASSIDI	218541	09/03/2013	R13-064853	AS REFUND-ADOPT, VACS, CHIP, LIC		\$82.00
	Remit to: MORENO VALLEY, CA				FY	TD:	\$82.00
	HATFIELD, CHARLES	10301	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$210.74
	Remit to: LAS VEGAS, NV				<u>FY</u>	TD:	\$1,058.94
	HATTER, TENISE	218645	09/16/2013	1070780	REFUND FOR PICNIC SHELTER		\$29.40
	Remit to: MORENO VALLEY, CA				FY	TD:	\$29.40
-85-	HATZL-PATTERSON, NINA MICHELE	218790	09/30/2013	TRAVEL REIMB.	REIMBURSEMENT OF AIRPORT PARKING/BAGGAGE EXPENSES- 3CMA CONF.		\$92.00
	Remit to: RIVERSIDE, CA				<u>FY</u>	TD:	\$340.50
	HDL/HINDERLITER DE LLAMAS & ASSOCIATES	218616	09/16/2013	0021165-IN	SALES TAX AUDIT SERVICES		\$13,170.32
	Remit to: DIAMOND BAR, CA				FY	TD:	\$13,170.32
	HDR ENGINEERING, INC.	218671	09/23/2013	103207-В	CONSULTING SERVICES - LINE F		\$712.61
	Remit to: IRVINE, CA				FY	TD:	\$7,634.51
	HEALD, DENA	218791	09/30/2013	10/5-10/8/13	TRAVEL PER DIEM/AIRPORT PARKING/SHUTTLE FEES-LOGOS CUSTOMER CONF		\$299.00
	Remit to: CORONA, CA				FY	TD:	\$299.00
Ite	HEFFLEY, ROSS W.	10302	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
B	Remit to: HEMET, CA				FY	TD:	\$1,274.92
No.	HEFNER, RICKY	218542	09/03/2013	R13-064631	AS REFUND-S/N DEPOSIT		\$75.00
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-	<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	yment Amount
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$75.00
	HERNANDEZ, VANESSA	218741	09/23/2013	1074128	REFUND FOR CLASS		\$314.00
	Remit to: MORENO VALLEY, CA					FYTD:	\$314.00
	HERRERA, HUGO	218543	09/03/2013	R13-065298	AS REFUND-ADOPT,VACS, CHIP		\$50.00
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$50.00
	HERRICK, ROBERT D.	218512	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
-86	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$1,274.92
ų,	HLP, INC.	10266	09/03/2013	8697	WEB LICENSE FEE-JUL13		\$31.15
	Remit to: LITTLETON, CO					<u>FYTD:</u>	\$17,744.95
	HLP, INC.	10484	09/30/2013	8779	WEB LICENSE FEE-AUG13		\$25.90
	Remit to: LITTLETON, CO					<u>FYTD:</u>	\$17,744.95
	HOLT, ANITRA N	218513	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
	Remit to: CLERMONT, FL					<u>FYTD:</u>	\$1,274.92
	HOUSER, EDITH E.	218514	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$1,274.92
	HUA, JENNY,	218630	09/16/2013	AUG-2013	INSTRUCTOR SERVICES-DRAWING FOR KIDS CLASS		\$231.00
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$924.00
	HUA, JENNY,	218792	09/30/2013	SEP-2013	INSTRUCTOR SERVICES-DRAWING FOR KIDS CLASS		\$147.00



	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount	
	Remit to: MORENO VALLEY, CA					FYTD:	\$924.00
	HUISH, TYLER	218594	09/09/2013	1066341	REFUND DAMAGE CONTRACT 24444		\$100.00
	Remit to: MORENO VALLEY, CA					FYTD:	\$100.00
	ICMA RETIREMENT CORP	10350	09/06/2013	2014-00000074	8030 - DEF COMP 457 - ICMA		\$9,784.43
	Remit to: BALTIMORE, MD					FYTD:	\$68,371.01
ģ	ICMA RETIREMENT CORP	10428	09/20/2013	2014-00000092	8030 - DEF COMP 457 - ICMA		\$9,784.43
	Remit to: BALTIMORE, MD					FYTD:	\$68,371.01
7-	IES COMMERCIAL, INC	10485	09/30/2013	101487R 101174	REMOVAL OF S2 SYSTEM READERS FROM ANNEX 4 INSTALL S2 ACCESS CONTROL BLADE AND CARD READER		\$1,731.60
	Remit to: TEMPE, AZ					<u>FYTD:</u>	\$10,162.01
	IL SORRENTO MOBILE PARK	218481	09/03/2013	JULY 2013	REFUND-UUT FOR EXEMPT RESIDENTS		\$104.20
	Remit to: MORENO VALLEY, CA					FYTD:	\$292.34
	ING USA ANNUITY & LIFE INSURANCE CO.	218672	09/23/2013	2014-00000088	8792 - ING - EMPLOYEE *		\$325.00
	Remit to: DES MOINES, IA					FYTD:	\$1,300.00
a	INLAND EMPIRE PROPERTY SERVICE, INC	10374	09/09/2013	3151	WEED ABATEMENT SVCS-CITY OWNED LAND-APN 482-161- 021,022,023,024		\$2,094.00
Ö	•			3152	WEED ABATEMENT SVCS-CITY OWNED LAND-APN 482-020-0)64	
em				3155	WEED ABATEMENT SVCS-CITY OWNED LAND-APN 485-032-0)13	
N 0.				3154	WEED ABATEMENT SVCS-CITY OWNED LAND/APN 481-250-0 003	002,	
A.4	•						Page 49 of 92



For Period 9/1/2013 through 9/30/2013

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Ē	Payment Amount
INLAND EMPIRE PROPERTY SERVICE, INC	10374	09/09/2013	3153	WEED ABATEMENT SVCS-CITY OWNED LAND-APN 481-270-058		\$2,094.00
Remit to: MORENO VALLEY, CA				<u>F)</u>	′ <u>TD:</u>	\$52,580.18
INLAND EMPIRE PROPERTY SERVICE, INC	10409	09/16/2013	2013-1010	HAZARD ABATEMENT SVCS-7/18/13		\$1,529.73
			2013-1009	HAZARD ABATEMENT SVCS-6/10/13		
Remit to: MORENO VALLEY, CA				<u>E)</u>	<u>'TD:</u>	\$52,580.18
INLAND PETROLEUM	10410	09/16/2013	338960	UNLEADED FUEL TANK REPAIR-FS#91		\$140.00
Remit to: BLOOMINGTON, CA				<u>F)</u>	′TD:	\$140.00
INSIDE PLANTS, INC.	218758	09/30/2013	48131	INDOOR PLANT MAINT-SEPT13		\$327.00
Remit to: CORONA, CA				EY	′TD:	\$981.00
J D H CONTRACTING	10267	09/03/2013	071013-01	INSTALL SENIOR CTR OVERHANG-TAN SHADE CLOTH		\$5,035.00
			073113-01 080813-01	BEAM REPAIR AT CITY HALL INSTALL PLYWOOD-COUNCIL CHAMBER'S WALL		
Remit to: RIVERSIDE, CA					TD:	\$32,708.97
J D H CONTRACTING	10375	09/09/2013	082313-01	INSTALLATION OF LAMINATE & TRIM-CH MAIN STAIRWAY		\$1,913.00
Remit to: RIVERSIDE, CA				<u>F</u> Y	/TD:	\$32,708.97
J D H CONTRACTING	10446	09/23/2013	082113-01	BROADCAST EQUIPMENT UPGRADE		\$5,299.97
Remit to: RIVERSIDE, CA				<u>F\</u>	′TD:	\$32,708.97
JACK HENRY & ASSOCIATES	218655	09/16/2013	1510375	PROFIT STARS CHARGES-JUL13		\$290.00



Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	yment Amount
Remit to: MONETT, MO					<u>FYTD:</u>	\$1,384.85
JACK HENRY & ASSOCIATES	218759	09/30/2013	1533287	PROFIT STARS CHARGES-AUG13		\$438.60
Remit to: MONETT, MO					<u>FYTD:</u>	\$1,384.85
JANNEY & JANNEY ATTORNEY SVCS, INC.	218562	09/09/2013	00130833036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-SEPT13		\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$495.00
JOHNSON, ELLEN	218515	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$956.19
JONES, SUSAN	10303	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$1,274.92
JORRY KEITH	218706	09/23/2013	JUL-2013	INSTRUCTOR SERVICES-COMIC BOOK CREATION CLASS		\$72.00
Remit to: FONTANA, CA					<u>FYTD:</u>	\$144.00
JORRY KEITH	218760	09/30/2013	SEP-2013	INSTRUCTOR SERVICES-COMIC BOOK CREATION CLASS		\$72.00
Remit to: FONTANA, CA					<u>FYTD:</u>	\$144.00
JUANCHE, FRANCISCO	218807	09/30/2013	R13-066043	AS REFUND-S/N AND RABIES DEPOSITS		\$95.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u>	\$95.00
JUNE, MICHAEL	218654	09/16/2013	40085	REIMBURSEMENT-SUPPLIES PURCHASED FOR PD VOLUNTEE	RS	\$189.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$189.00



CHECKS UNDER \$25,000

City of Moreno Valley Payment Register

For Period 9/1/2013 through 9/30/2013

í N Check/EFT Payment Inv Number Vendor Name Invoice Description **Payment Amount** Number Date **KENT, AARON** 09/23/2013 9/23-9/27/13 \$250.00 218707 TRAVEL PER DIEM-CNOA NARCOTIC SPECIALIZED UNIT SUPV. TRAINING Remit to: MORENO VALLEY, CA FYTD: \$250.00 \$756.40 **KEPLER, JANELLE** 10411 09/16/2013 SEP-2013 a INSTRUCTOR SERVICES-HIP HOP JAZZ CLASS SEP-2013 **INSTRUCTOR SERVICES-CHEERLEADING 101 CLASS** Remit to: RIVERSIDE, CA FYTD: \$2,050.00 **KEYSER MARSTON ASSOCIATES,** 218761 09/30/2013 0026448 PRO FORMA ANALYSIS-HEMLOCK APTS-AUG13 \$2,108.13 INC. -90 Remit to: SAN FRANCISCO, CA FYTD: \$9,834.39 **KIEFER, KARYN** 218631 09/16/2013 9/18-9/20/13 TRAVEL PER DIEM-ICSC WESTERN DIVISION CONFERENCE \$177.50 Remit to: MORENO VALLEY, CA FYTD: \$177.50 KING, PATRICIA A. 218516 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$210.74 Remit to: LAS VEGAS, NV FYTD: \$842.96 KOLB, CHARLES E. 10304 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$318.73 Remit to: MORENO VALLEY, CA FYTD: \$1,274.92 KOLLAR, KYLE 10305 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$318.73 Remit to: MORENO VALLEY, CA \$1,274.92 FYTD: KYLE, GARY M. 10306 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$318.73 Remit to: PRESCOTT VALLEY, AZ FYTD: \$1,274.92



For Period 9/1/2013 through 9/30/2013

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	ayment Amount
LA FOLLETTE, JOHNSON, DE HAAS, FESLER & AMES	218563	09/09/2013	275118	LEGAL SERVICES-ESCOBAR CASE-JUL13		\$126.00
Remit to: LOS ANGELES, CA					FYTD:	\$20,199.40
LA FOLLETTE, JOHNSON, DE HAAS, FESLER & AMES	218762	09/30/2013	275871	LEGAL SERVICES-RIC 10007186-AUG13		\$13,548.10
Remit to: LOS ANGELES, CA					FYTD:	\$20,199.40
LAFATA, JOSEPHINE	10307	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: MORENO VALLEY, CA					FYTD:	\$1,274.92
LAW, ANTONIETTE	218595	09/09/2013	1063647	REFUND SHLETER RESERVATION INOPERABLE EQUIPMENT		\$80.00
Remit to: MORENO VALLEY, CA					FYTD:	\$80.00
LAWYERS TITLE INC	218673	09/23/2013	00668502	TITLE REPORT - ANNUAL ADA		\$400.00
Remit to: NEWPORT BEACH, CA					FYTD:	\$2,400.00
LAWYERS TITLE INC	218763	09/30/2013	00672750 00672621	TITLE REPORTS - HEACOCK ST EXTENSION TITLE REPORTS - HEACOCK ST EXTENSION		\$2,000.00
Remit to: NEWPORT BEACH, CA					FYTD:	\$2,400.00
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV 1	218617	09/16/2013	09202013	LOCC DIVISION MEETING		\$125.00
Remit to: MIRA LOMA, CA					FYTD:	\$605.00
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV 1	218674	09/23/2013	1391	LOCC DIVISION MEETING FOR 1/4/13 HELD AT THE CRC		\$480.00
					FYTD:	\$605.00



For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	ayment Amount
	LEIGHTON CONSULTING, INC.	10412	09/16/2013	12608	GEOTECHNICAL SERVICES - LINE F & CACTUS/NASON		\$10,513.08
				12609	GEOTECHNICAL SERVICES - LINE F & CACTUS/NASON		
	Remit to: IRVINE, CA					FYTD:	\$20,162.94
	LEIGHTON CONSULTING, INC.	10447	09/23/2013	12783	GEOTECHNICAL SERVICES - LINE F		\$9,649.86
	Remit to: IRVINE, CA					FYTD:	\$20,162.94
	LEIVAS, INC. DBA. LEIVAS LIGHTING	10413	09/16/2013	236236	LANDSCAPE LIGHTING MAINT-E3 ADDL WORK-7/16>8/6/13		\$4,165.15
'n				236228	LANDSCAPE LIGHTING MAINT-JUL13		
.92-				236235	LANDSCAPE LIGHTING MAINT-E1 ADDL WORK-7/16>8/6/13		
				236242	LANDSCAPE LIGHTING MAINT-AUG13		
	Remit to: RIVERSIDE, CA					FYTD:	\$5,939.10
	LESLIE, JEREMY	218582	09/09/2013	SPRING 2013	TUITION REIMBURSEMENT		\$545.00
	Remit to: RIVERSIDE, CA					FYTD:	\$545.00
	LESTER, HOWARD	218808	09/30/2013	R13-066155	AS REFUND-RETURN UNLIC FEE/DOG LICENSED		\$15.00
	Remit to: MORENO VALLEY, CA					FYTD:	\$15.00
	LEWIS, CAROLYN S.	10308	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
	Remit to: MIDLAND, TX					FYTD:	\$1,274.92
	LEXISNEXIS PRACTICE MGMT.	10414	09/16/2013	1308082034	LEGAL RESEARCH TOOLS-CITY ATTY-AUG13		\$1,180.00
	Remit to: LOS ANGELES, CA					FYTD:	\$3,540.00



For Period 9/1/2013 through 9/30/2013

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	<u>yment Amount</u>
LIEBERT, CASSIDY, WHITMORE	218675	09/23/2013	10-03-13	WORKSHOP-SUPERVISORY SKILLS FOR THE 1ST LINE SUPRVSOR/MGR		\$175.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u>	\$12,233.10
LIEBERT, CASSIDY, WHITMORE	218764	09/30/2013	168620	LEGAL SERVICES/MO140-00012		\$605.50
Remit to: LOS ANGELES, CA					FYTD:	\$12,233.10
LIENHARD, DORI A.	218793	09/30/2013	10/5-10/8/13	TRAVEL PER DIEM & MILEAGE-LOGOS 2013 CUSTOMER CONFERENCE		\$531.18
Remit to: RANCHO MIRAGE, CA					<u>FYTD:</u>	\$531.18
LINDO, HERMINA G.	10309	09/03/2013	130901	RETIREE MED JUNE-JULY '13 (TRI & MED), PD SEPT '13		\$464.48
Remit to: TITUSVILLE, FL					<u>FYTD:</u>	\$1,033.86
LONGDYKE, DENNIS	10310	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: BEAUMONT, CA					<u>FYTD:</u>	\$1,274.92
LOPEZ, YARA	218646	09/16/2013	1071858	REFUND DUE TO LACK OF REGISTRATION		\$109.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$109.00
LOVE, JANETTE	218726	09/23/2013	R13-065745	AS REFUND-TRAP DEPOSIT		\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$50.00
LUMLEY, ROBERT C.	10311	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$1,274.92
MALCOLM SMITH MOTORCYCLES, INC.	10499	09/30/2013	100084629	MAINT & REPAIRS-TRAFFIC MOTORCYCLES		\$805.15
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Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	P	ayment Amount
MALCOLM SMITH MOTORCYCLES, INC.	10499	09/30/2013	100084694	MAINT & REPAIRS-TRAFFIC MOTORCYCLES		\$805.15
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$5,973.47
MARCH JOINT POWERS AUTHORITY	218765	09/30/2013	0028548	GAS CHARGES-BLDG 938-JUL13		\$6.35
			0028827	GAS CHARGES-BLDG 823-AUG13		
			0028831	GAS CHARGES-BLDG 938-AUG13		
			0028544	GAS CHARGES-BLDG 823-JUL13		
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$112,502.65
MARINA LANDSCAPE, INC	10415	09/16/2013	8216081300	LANDSCAPE MAINT-ZONE E/1 & E/1A-AUG13		\$5,733.34
Remit to: ANAHEIM, CA					<u>FYTD:</u>	\$17,200.02
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	10376	09/09/2013	60675	LANDSCAPE MAINT-DSG/2 ADDL WORK-JUL13		\$2,394.54
Remit to: IRWINDALE, CA					<u>FYTD:</u>	\$65,734.30
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	10416	09/16/2013	60813	LANDSCAPE MAINT-DSG/2 BASE-AUG13		\$20,228.77
			60919	LANDSCAPE MAINT-E-2 BASE-AUG13		
Remit to: IRWINDALE, CA					<u>FYTD:</u>	\$65,734.30
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	10486	09/30/2013	61072	LANDSCAPE MAINT-DSG/2 ADDL WORK-AUG13		\$2,316.15
			61073	LANDSCAPE MAINT-E-2 ADDL WORK-AUG13		
Remit to: IRWINDALE, CA					FYTD:	\$65,734.30



For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	yment Amount
	MATHIS, NOLAN	10312	09/03/2013	130901	RETIREE MED JULY '13, PD SEPT '13		\$298.20
	Remit to: JACKSON, KY					FYTD:	\$1,192.80
	MAXINOSKI, SUE A.	10313	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
	Remit to: AVINGER, TX					<u>FYTD:</u>	\$1,274.92
	MCCAIN TRAFFIC SUPPLY	218677	09/23/2013	INV0166971	ETHERNET CONVERTER-ITS DEPLOYMENT PHASE 1A		\$1,198.81
	Remit to: VISTA, CA					<u>FYTD:</u>	\$49,566.75
-95	MEEKS, DANIEL	10377	09/09/2013	082213 / 082513	SPORTS OFFICIATING SERVICES-SOFTBALL		\$120.00
បុ	Remit to: PERRIS, CA					<u>FYTD:</u>	\$840.00
	MENGISTU, YESHIALEM	218632	09/16/2013	8/14-8/30/13	MILEAGE REIMBURSEMENT		\$93.79
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$504.55
	MERCHANTS LANDSCAPE SERVICES INC	10378	09/09/2013	40809	LANDSCAPE MAINT-E3 ADDL WORK-AUG13		\$364.26
	Remit to: Santa Ana, CA					<u>FYTD:</u>	\$78,494.74
	MERCHANTS LANDSCAPE SERVICES INC	10417	09/16/2013	40820	LANDSCAPE MAINT-ZONE E3 & E3A BASE-AUG13		\$20,439.79
				40819	LANDSCAPE MAINT-ZONE E8,E14,E15 & E12-AUG13		
				40988	LANDSCAPE MAINT-E3 ADDL WORK-AUG13		
Te				40986	LANDSCAPE MAINT-ZONE E3 ADDL WORK-AUG13		
	Remit to: Santa Ana, CA					<u>FYTD:</u>	\$78,494.74
NO.	MESSIN, LOUIS	10314	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73



-	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Par	yment Amount
	Remit to: BULLHEAD CITY, AZ					FYTD:	\$1,274.92
	METZ, RANDALL	218794	09/30/2013	SUMMER 2013	TUITION REIMBURSEMENT		\$1,500.00
	Remit to: ARCADIA, CA					<u>FYTD:</u>	\$1,748.50
	MEYERETT, JEREMY	218742	09/23/2013	MV3130703059	REFUND-CITATION OVERPAYMENT		\$57.50
	Remit to: JURUPA VALLEY, CA					FYTD:	\$57.50
	MILES, ROBERT	10315	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$146.32
-96	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$585.28
Ţ	MINARD, MARK E.	10316	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
	Remit to: REDLANDS, CA					FYTD:	\$1,274.92
	MITCHELL, KATHLEEN	218727	09/23/2013	1059320	DEPOSIT REFUND CONTRACT 13200 SR CTR		\$225.00
	Remit to: MIRA LOMA, CA					<u>FYTD:</u>	\$225.00
	MOLINA , OLGA	218743	09/23/2013	MV2120606028	REFUND-CITATION OVERPAYMENT		\$115.00
	Remit to: CHULA VISTA, CA					<u>FYTD:</u>	\$115.00
	MOLINA, JESSE L.	218583	09/09/2013	9/18-9/20/13	TRAVEL PER DIEM-LCC 2013 ANNUAL CONF. & EXPO		\$152.50
	Remit to: MORENO VALLEY, CA					FYTD:	\$152.50
	MOLLICA, MIKE	10317	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$401.42
	Remit to: DUNNELLON, FL					FYTD:	\$1,605.68
	MONTGOMERY PLUMBING INC	218482	09/03/2013	072713	PLUMBING REPAIRS-ANIMAL SHELTER		\$1,446.00



For Period 9/1/2013 through 9/30/2013

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	yment Amount
MONTGOMERY PLUMBING INC	218482	09/03/2013	072413	PLUMBING REPAIRS-PSB		\$1,446.00
Remit to: MORENO VALLEY, CA					FYTD:	\$3,616.00
MONTGOMERY PLUMBING INC	218766	09/30/2013	081413	PLUMBING REPAIRS-ANIMAL SHELTER		\$1,250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$3,616.00
MOOSEPOINT TECHNOLOGY, INC.	218483	09/03/2013	MVHOST13141	GIS INTERNET SITE HOSTING SVCS-7/1-9/30/13		\$1,560.00
			MVME0813	GEOSMART.NET ENTERPRISE EDITION MAINTENANCE-8/1- 10/31/13		
Remit to: SONOMA, CA					FYTD:	\$1,560.00
MORA, PATRICIA A.	10318	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: MORENO VALLEY, CA					FYTD:	\$1,274.92
MORENO VALLEY BOWL	218633	09/16/2013	JUL-2013	INSTRUCTOR SERVICES-BOWLING CLASS & LEAGUE		\$640.00
Remit to: MORENO VALLEY, CA					FYTD:	\$640.00
MORENO VALLEY CHAMBER OF COMMERCE	218708	09/23/2013	3883	WAKE-UP MEETING ATTENDANCE - 08/28/13		\$105.00
Remit to: MORENO VALLEY, CA					FYTD:	\$2,306.07
MORENO VALLEY CITY EMPLOYEES ASSOC.	10351	09/06/2013	2014-00000075	8710 - MVCEA EMPLOYEE DUES		\$1,380.00
Remit to: MORENO VALLEY, CA					FYTD:	\$9,584.50
MORENO VALLEY CITY EMPLOYEES ASSOC.	10429	09/20/2013	2014-00000093	8710 - MVCEA EMPLOYEE DUES		\$1,396.50
Remit to: MORENO VALLEY, CA					FYTD:	\$9,584.50
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Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	P	Payment Amount
MORENO VALLEY CULTURAL ARTS FOUNDATION	218634	09/16/2013	900	GRANT FUNDS SUPPORT FOR COMMUNITY REC PROGRAMS FY13/14		\$5,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$5,000.00
MORENO VALLEY MASTER CHORALE	10384	09/09/2013	100	GRANT FUNDS TO SUPPORT ACTIVITIES/PERFORMANCES		\$5,000.00
Remit to: MORENO VALLEY, CA					FYTD:	\$5,000.00
MORENO VALLEY RANCH-WEST VILLAGE HOMEOWNERS ASSO.	218564	09/09/2013	08132013	HOA DUES FOR NSP 3 PROPERTY-26066 ROJO TIERRA		\$231.40
Remit to: ALISO VIEJO, CA					FYTD:	\$291.65
MORENO VALLEY UTILITY	218767	09/30/2013	7013411-01/AUG13	ELECTRICITY-UTILITY FIELD OFFICE		\$232.83
Remit to: HEMET, CA					FYTD:	\$279,132.66
MORGAN, LISA A.	10319	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: MENTONE, CA					FYTD:	\$1,274.92
MORKOS, MARIO	218544	09/03/2013	1068324	REFUND FOR TOWNGATE		\$200.00
Remit to: MORENO VALLEY, CA					FYTD:	\$200.00
MOTOPORT USA	218820	09/30/2013	140846	NEW MOTOR REPLACEMENT UNIFORMS-TRAFFIC		\$1,197.07
Remit to: SAN MARCOS, CA					FYTD:	\$7,873.47
MR. CLEAN MAINTENANCE SYSTEMS	10500	09/30/2013	10318a	PRESSURE WASHING AT CRC-8/19/13 TICKET 15132		\$6,255.20
			10298a	GYMNASIUM COATING SERVICE-8/14/13 TICKET 15099		
Remit to: COLTON, CA					FYTD:	\$6,455.20



For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>P</u>	ayment Amount
	MUSICSTAR	218531	09/03/2013	JUL-2013	INSTRUCTOR SERVICES-MOVIEWORKZ STOP MOTION ANIMATION CLASS		\$1,072.80
				AUG-2013	INSTRUCTOR SERVICES-GUITAR & PIANO CLASSES		
66-	Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$1,749.00
	MUSSER, DAVID	218795	09/30/2013	SEP-2013	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASS		\$630.00
				AUG-2013	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASS		
	Remit to: MENIFEE, CA					FYTD:	\$966.00
	NATIONWIDE RETIREMENT SOLUTIONS CP	10354	09/06/2013	2014-00000078	8020 - DEF COMP PST - NATIONWIDE		\$3,044.03
•	Remit to: COLUMBUS, OH					FYTD:	\$273,086.63
	NATIONWIDE RETIREMENT SOLUTIONS CP	10430	09/20/2013	2014-00000094	8020 - DEF COMP PST - NATIONWIDE		\$2,408.86
	Remit to: COLUMBUS, OH					FYTD:	\$273,086.63
	NAVARRETTE, RALPH	10320	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$146.32
	Remit to: RANCHO CUCAMONGA	<i>,</i> CA				FYTD:	\$585.28
	NELSON, ROBERT	10321	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$255.43
	Remit to: ONTARIO, CA					FYTD:	\$1,021.72
a	NELSON, RUTH L.	10322	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$173.37
	Remit to: PERRIS, CA					<u>FYTD:</u>	\$693.48
	NEUSTAEDTER, CRAIG S	218517	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73



-	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	ayment Amount
	Remit to: IRVINE, CA					FYTD:	\$1,274.92
	NEW HORIZON MOBILE HOME PARK	10448	09/23/2013	AUGUST 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS		\$16.86
	Remit to: LOS ANGELES, CA					FYTD:	\$58.54
	NEW IMAGE COMMERCIAL FLOORING	218484	09/03/2013	13456	CITY HALL 2ND FL PROJMATERIALS/INSTALL STRINGERS IN STAIRCASES	2	\$2,740.98
				13443	PURCHASE OF CERAMIC TILE FOR CITY HALL 1ST & 2ND FLOOF	4	
<u>-</u> '	Remit to: SAN BERNARDINO, CA					<u>FYTD:</u>	\$73,294.88
00-	NEXUS IS, INC.	10449	09/23/2013	SVC0065658	TELEPHONE SYSTEM ANNUAL MAINTENANCE & SUPPORT		\$11,043.00
	Remit to: VALENCIA, CA					<u>FYTD:</u>	\$11,043.00
	NGUYEN, QUANG	10450	09/23/2013	JUL-AUG 2013	MILEAGE REIMBURSEMENT		\$121.48
	Remit to: AZUSA, CA					<u>FYTD:</u>	\$252.00
	NICHOLSON, DONALD	218545	09/03/2013	002173	MV LIBRARY LOST ITEM REFUND - DANGEROUS GROUND CD		\$117.25
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$117.25
	NIEBURGER, JUDITH A.	218518	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$401.42
	Remit to: MORENO VALLEY, CA					FYTD:	\$1,605.68
	NORWOOD , MAGGIE	218809	09/30/2013	R13-063684	AS REFUND-S/N AND RABIES DEPOSITS		\$95.00
	Remit to: NEWPORT BEACH, CA					FYTD:	\$95.00
	OPEN ARMS RESCUE	218728	09/23/2013	R13065152/061059	AS REFUND-S/N DEPOSIT ON 2 DOGS		\$150.00



Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	yment Amount
Remit to: IMPERIAL BEACH , CA					<u>FYTD:</u>	\$150.00
ORROCK, POPKA, FORTINO & BRISLIN	10418	09/16/2013	90-039M STMT 1	LEGAL DEFENSE COSTS - M. MOSLEY CASE		\$2,378.00
			90-037M STMT 3	LEGAL DEFENSE COSTS - O. RODRIGUEZ CASE		
			90-038M STMT 2	LEGAL DEFENSE COSTS - N. THOMPSON CASE		
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$6,776.00
OUTLEY, WILLIE	218729	09/23/2013	CIT #00122988	REFUND GRANTED BY FIRE DEPT		\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$100.00
OVERLAND PACIFIC & CUTLER, INC.	10419	09/16/2013	1307146	CONSULTING SERVICES, ROW		\$2,520.00
Remit to: LONG BEACH, CA					<u>FYTD:</u>	\$9,020.00
PACIFIC PRODUCTS & SERVICES, INC	218619	09/16/2013	16724	3/8" STEEL DRIVE RIVETS		\$1,296.00
Remit to: HIGHLAND, CA					<u>FYTD:</u>	\$1,296.00
PACIFIC TELEMANAGEMENT SERVICES	10268	09/03/2013	554934a	STATION PAY PHONE SERVICES		\$187.92
			534365a	STATION PAY PHONE SERVICES		
			544714a	STATION PAY PHONE SERVICES		
Remit to: SAN RAMON, CA					<u>FYTD:</u>	\$1,284.12
PACIFIC TELEMANAGEMENT SERVICES	10453	09/23/2013	565026	PAY PHONE SERVICES		\$313.20
			565026a	STATION PAY PHONE SERVICES		
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	<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	yment Amount
	Remit to: SAN RAMON, CA				FYTE	<u>D:</u>	\$1,284.12
	PAINTING BY ZEB BODE	10454	09/23/2013	131504	POWER WASH/SAND/PAINT IRON FENCING/2 GATES-CITY HALL PARKING LOT		\$6,575.00
				132208	REPAINTING OF RED CURBING AND STENCIL NO PARKING SIGNAGE		
				131709	SAND, PRIME & PAINT PROPANE TANK AT FIRE ST. #6 - WO#13- 0796		
	Remit to: NORCO, CA				FYTI	<u>D:</u>	\$26,529.50
-102-	PALAU, SHANNA	218635	09/16/2013	9/18-9/19/13	TRAVEL PER DIEM & MILEAGE-ICSC WESTERN DIVISION CONFERENCE		\$210.46
	Remit to: MORENO VALLEY, CA				FYTI	<u>D:</u>	\$551.96
	PALAU, SHANNA	218796	09/30/2013	TRAVEL REIMB.	REIMBURSEMENT OF AIRPORT PARKING/BAGGAGE EXPENSES- 3CMA CONF.		\$93.00
	Remit to: MORENO VALLEY, CA				FYTE	<u>D:</u>	\$551.96
	PARDO, YADIRA	218647	09/16/2013	1070727	REFUND PICNIC SHELTER		\$29.60
	Remit to: MORENO VALLEY, CA				<u>FYTI</u>	<u>D:</u>	\$29.60
	PATTERSON, ALFREY	218519	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$146.32
	Remit to: MORENO VALLEY, CA				FYTI	<u>D:</u>	\$585.28
	PEREZ, JULIA	218730	09/23/2013	R13-064000	AS REFUND-S/N AND RABIES DEPOSITS		\$95.00
	Remit to: MORENO VALLEY, CA				FYTL	<u>D:</u>	\$95.00
	PERRIS VALLEY PRINTING CO.	218680	09/23/2013	010854	PRINTING OF VEHICLE PARKING WARNINGS		\$723.06



	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	ļ	Payment Amount
	Remit to: MENIFEE, CA					<u>FYTD:</u>	\$723.06
	PERRY, NORMA	10323	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
	Remit to: LOCKEFORD, CA					<u>FYTD:</u>	\$1,274.92
	PERS LONG TERM CARE PROGRAM	218565	09/09/2013	2014-00000069	4720 - PERS LONG TERM CARE		\$458.63
	Remit to: PASADENA, CA					FYTD:	\$3,669.04
-103-	PERS LONG TERM CARE PROGRAM	218681	09/23/2013	2014-00000089	4720 - PERS LONG TERM CARE		\$458.63
ယု	Remit to: PASADENA, CA					<u>FYTD:</u>	\$3,669.04
	PERS RETIREMENT	10390	09/13/2013	P130816a	PERS RETIREMENT - CLASSIC		\$6,854.53
	Remit to: SACRAMENTO, CA					<u>FYTD:</u>	\$1,711,782.28
	PERS RETIREMENT	10391	09/13/2013	P130816b	PERS RETIREMENT - PEPRA		\$5,426.65
	Remit to: SACRAMENTO, CA					<u>FYTD:</u>	\$1,711,782.28
	PERS RETIREMENT	10511	09/27/2013	P130830a	PERS RETIREMENT - CLASSIC		\$4,417.35
	Remit to: SACRAMENTO, CA					<u>FYTD:</u>	\$1,711,782.28
	PERS RETIREMENT	10512	09/27/2013	P130830b	PERS RETIREMENT - PEPRA		\$4,802.57
Ite	Remit to: SACRAMENTO, CA					<u>FYTD:</u>	\$1,711,782.28
em	PERSON, STACY	218546	09/03/2013	R13-063683	AS REFUND-S/N DEPOSIT		\$75.00
Z	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$75.00



CHECKS UNDER \$25,000

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Check/EFT Payment Inv Number Vendor Name **Invoice Description Payment Amount** Number Date POSEY, TARA 09/09/2013 1066744 \$28.00 218596 **REFUND PEEWEE BASKETBALL CLINIC** Remit to: MORENO VALLEY, CA \$28.00 FYTD: POUNDS, NANCY 10324 09/03/2013 130901 RETIREE MED AUG '13, PD SEPT '13 \$318.73 Remit to: BOISE, ID FYTD: \$1,274.92 PRICE, GEORGE E. 10325 09/03/2013 130901 \$318.73 **RETIREE MEDICAL SEPTEMBER '13** Remit to: MORENO VALLEY, CA FYTD: \$1,274.92 -104-PROJECT ENERGY SAVERS 218682 09/23/2013 13-143 CUSTOMIZED WARM WEATHER TIP BOOKS FOR SUMMER \$1,859.84 **GIVEAWAY-MVU** Remit to: WASHINGTON, DC FYTD: \$1,859.84 PSOMAS 218683 09/23/2013 90927 CONSULTING SERVICES, SURVEY - LINE F \$1,790.03 FYTD: Remit to: SANTA ANA, CA \$56,596.62 **PSOMAS** 218768 09/30/2013 90507 CONSULTING SERVICES, SURVEY - DELPHINIUM AVE SIDEWALK \$9,933.96 IMP FYTD: Remit to: SANTA ANA, CA \$56,596.62 PULLIAM, TRENT D. 10326 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$318.73 Remit to: MISSION VIEJO, CA FYTD: \$1,274.92 QUALITY CODE PUBLISHING, LLC 10269 09/03/2013 2013-278 SUPPLEMENT SERVICE TO THE MV MUNICIPAL CODE \$4,173.32 Remit to: SEATTLE, WA FYTD: \$4,173.32 **QUICK CRETE** 218620 09/16/2013 0096124-IN CONCRETE PLANTERS FOR CONFERENCE & REC. CENTER \$8,748.00



	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	yment Amount
	Remit to: NORCO, CA					FYTD:	\$11,646.72
	RAIMI & ASSOCIATES, INC	10455	09/23/2013	13-706	HIGHWAY 60 CORRIDOR STUDY (PA13-0003)		\$1,692.50
				13-689	HIGHWAY 60 CORRIDOR STUDY (PA13-0003)		
	Remit to: BERKELEY, CA					FYTD:	\$8,140.33
	RAMERIZ, NORMA	218731	09/23/2013	1060110	DEPOSIT REFUND FOR EVENT CONTRACT #24065		\$250.00
	Remit to: PERRIS, CA					FYTD:	\$250.00
<u>-</u>	RAY-RAMIREZ, DARCY L.	218520	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
0 ₅ -	Remit to: RIVERSIDE, CA					FYTD:	\$1,274.92
	REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	10420	09/16/2013	11057590	LINENS RENTAL FOR CRC BANQUET ROOM		\$38.00
				11062650	LINENS RENTAL FOR CRC BANQUET ROOM		
	Remit to: LOS ANGELES, CA					FYTD:	\$809.88
	RIGHTWAY SITE SERVICES, INC.	218486	09/03/2013	728364	PORTABLE TOILETS ON WHEELS/SERVICE FOR M&O DIV.		\$850.73
				727109	PORTABLE RESTROOM/SVC-COTTONWOOD GOLF COURSE		
				727110	PORTABLE RESTROOMS/SVC-EQUESTRIAN CENTER		
				728144	SVC/CLEANING OF PUSHED OVER PORTABLE RESTROOM- EQUESTRIAN CENTER		
=	I			727111	PORTABLE RESTROOMS/SVC-MARCH MIDDLE SCHOOL		
	Remit to: LAKE ELSINORE, CA					FYTD:	\$2,775.43
3	RIGHTWAY SITE SERVICES, INC.	218566	09/09/2013	728298	PORTABLE RESTROOMS/SVC-EQUESTRIAN CENTER		\$395.30
No.				728297	PORTABLE RESTROOM/SVC-COTTONWOOD GOLF COURSE		
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Check/EFT Payment Inv Number Vendor Name Invoice Description **Payment Amount** Number Date 09/09/2013 728299 PORTABLE RESTROOMS/SVC-MARCH MIDDLE SCHOOL \$395.30 **RIGHTWAY SITE SERVICES, INC.** 218566 Remit to: LAKE ELSINORE, CA \$2,775.43 FYTD: **RIVERA, LILIAN** 218597 09/09/2013 1064483 **REFUND RENTAL DEPOSIT CONTRACT #24342** \$300.00 Remit to: MORENO VALLEY, CA FYTD: \$300.00 **RIVERS, JAMES** 218810 \$40.00 09/30/2013 R13-065918 AS REFUND-1YR LIC UNALT \$40.00 Remit to: MORENO VALLEY, CA FYTD: **RIVERSIDE COUNTY** 218769 09/30/2013 HS000004185 RABIES TESTING @ PUBLIC HEALTH LAB-AUG13 \$50.00 -106-DEPARTMENT OF HEALTH FYTD: \$1.121.00 Remit to: RIVERSIDE, CA **RIVERSIDE COUNTY FIRE** 218598 09/09/2013 1069952 **REFUND FOR TOWNGATE DEPOSIT** \$200.00 DEPARTMENT, ATTN: DIANE SINCLAIR Remit to: PERRIS, CA FYTD: \$200.00 \$459.14 **RIVERSIDE COUNTY SHERIFF CIVIL** 218567 09/09/2013 1015 - GARNISHMENT - CREDITOR %* 2014-00000070 **DIVISION-WEST** Remit to: RIVERSIDE, CA FYTD: \$1.310.67 \$149.20 **RIVERSIDE COUNTY SHERIFF CIVIL** 218684 09/23/2013 2014-00000090 1015 - GARNISHMENT - CREDITOR % **DIVISION-WEST** Remit to: RIVERSIDE, CA \$1,310.67 FYTD: **RLZ ENGINEERING** 10271 09/03/2013 813 CONSULTING SERVICES, PROJECT MANAGEMENT \$11,400.00 Remit to: CORONA, CA FYTD: \$32,962.50



For Period 9/1/2013 through 9/30/2013

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	yment Amount
ROCHA, SARA L.	10327	09/03/2013	130901	RETIREE MED JUNE-AUG '13 & SEPT-NOV '13 MEDI, PD SEPT '13		\$814.20
Remit to: QUEEN CREEK, AZ				FYT	<u>D:</u>	\$814.20
ROGERS, EUGENE	10328	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: PEBBLE BEACH, CA				<u>FYT</u>	<u>D:</u>	\$1,274.92
ROSLYN APARTMENTS	218732	09/23/2013	YR/2013-BL#05782	REFUND OVERPAYMENT ON GROSS RECEIPTS		\$157.00
Remit to: EUGENE, OR				<u>FYT</u>	<u>D:</u>	\$157.00
KOSS, DAVID T.	10329	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
P7- Remit to: MORENO VALLEY, CA				<u>FYT</u>	<u>D:</u>	\$1,274.92
ROSSON, LOUIS A.	10330	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$173.37
Remit to: PERRIS, CA				<u>FYT</u>	<u>D:</u>	\$982.98
ROTO-ROOTER PLUMBERS	10421	09/16/2013	IE245082	PLUMBING REPAIRS-CFD#1		\$383.00
Remit to: RANCHO CUCAMONG	A, CA			<u>FYT</u>	<u>D:</u>	\$651.75
RUSSO, JOHN	10331	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$146.32
Remit to: RANCHO MIRAGE, CA				<u>FYT</u>	<u>D:</u>	\$585.28
SACRISTAN, LILIANA	218733	09/23/2013	SACRISTAN 107479	REFUND FOR TOWNGATE DEPOSIT		\$200.00
Remit to: MORENO VALLEY, CA				<u>FYT</u>	<u>D:</u>	\$200.00
SALAIZ, STEVE	218532	09/03/2013	AUG-2013	INSTRUCTOR SERVICES-TAE KWON DO CLASS		\$39.00
Remit to: MIRA LOMA, CA				FYT	<u>D:</u>	\$207.00



CHECKS UNDER \$25,000

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For Period 9/1/2013 through 9/30/2013

Check/EFT Payment Inv Number Vendor Name Invoice Description **Payment Amount** Number Date SALAIZ, STEVE 09/23/2013 SEP-2013 \$69.00 218709 INSTRUCTOR SERVICES-TAE KWON DO CLASS Remit to: MIRA LOMA, CA \$207.00 FYTD: SANDEFUR, JILL 218811 09/30/2013 R13-066041 AS REFUND-RET ADOPT, VACS, CHIP, RAB DEP \$87.00 Remit to: BEAUMONT, CA FYTD: \$87.00 SANDOVAL, ROSA 218599 \$75.00 09/09/2013 R13-064818 AS REFUND-ADOPT, VACS, RAB DEP, CHIP, LIC Remit to: MORENO VALLEY, CA FYTD: \$75.00 -108-SAVALA. KATHY 218797 09/30/2013 EGC 2013 PETTY CASH FOR EMPLOYEE GIVING CAMPAIGN ACTIVITY \$200.00 Remit to: MORENO VALLEY, CA FYTD: \$200.00 SCAG/SOUTHERN CALIF ASSO OF 218487 09/03/2013 FY 2013-14 ANNUAL DUES ASSESSMENT FOR FISCAL YEAR 2013-14 \$17,689.00 GOVTS Remit to: LOS ANGELES, CA FYTD: \$17,689.00 SCHIEFELBEIN, LORI C. 218521 09/03/2013 130901 RETIREE MED AUG '13, PD SEPT '13 \$318.73 Remit to: BULLHEAD CITY, AZ FYTD: \$5,876.36 \$1,273.94 SCHIEFELBEIN, LORI C. 218798 09/30/2013 09172013 REFUND OF MEDICAL PREMIUMS DEDUCTED FROM FINAL CHECK Remit to: BULLHEAD CITY, AZ FYTD: \$5,876.36 SCHUMAN, MICHAEL 218553 09/03/2013 130901 **RETIREE MEDICAL SEPTEMBER '13** \$318.73 Remit to: GARDNERVILLE, NV FYTD: \$1,274.92 **SCMAF - INLAND VALLEY** 218488 09/03/2013 2013-7 YOUTH BASKETBALL ENTRY FEES \$525.00 Remit to: EL MONTE, CA FYTD: \$525.00



For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	yment Amount
	SCOTT FAZEKAS & ASSOCIATES, INC	218685	09/23/2013	16884	PLAN CHECK SERVICES FOR BLDG. & SAFETY DEPT.		\$2,090.00
	Remit to: IRVINE, CA					<u>FYTD:</u>	\$19,678.73
	SCOTT, PHYLIS	218600	09/09/2013	1065551	REFUND SCHEDULE CONFLICT		\$44.00
	Remit to: PERRIS, CA					<u>FYTD:</u>	\$44.00
	SEQUEL CONTRACTORS, INC.	10272	09/03/2013	442-RET	RELEASE OF RETENTIONS PAYABLE		\$14,401.90
	Remit to: SANTA FE SPRINGS, CA					<u>FYTD:</u>	\$14,401.90
-109-	SHANKS, CHONDRA	218734	09/23/2013	R13-063999	AS REFUND-RABIES DEPOSIT		\$20.00
1	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$20.00
	SHARRETT, SHARON K.	10332	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$173.37
	Remit to: ONTARIO, CA					<u>FYTD:</u>	\$693.48
	SHELDON, STUART H.	10333	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
	Remit to: MURRIETA, CA					<u>FYTD:</u>	\$1,274.92
	SHELL OIL CO.	218687	09/23/2013	065124489309	FUEL PURCHASES-PD MOTORCYCLES		\$1,666.42
	Remit to: COLUMBUS, OH					<u>FYTD:</u>	\$5,128.51
_	SIAMAS, VICKI	218735	09/23/2013	R13-065846	AS REFUND-RABIES DEPOSIT		\$20.00
Te	Remit to: HIDDEN HILLS, CA					<u>FYTD:</u>	\$20.00
m NO.	SIBERIAN HUSKY REFERRAL OF CA RESCUE	218736	09/23/2013	R13-064960	AS REFUND-SPAY/NEUTER DEPOSIT		\$75.00
Α.4							Page 71 of 92

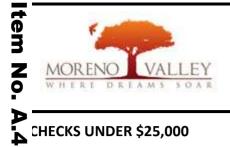


For Period 9/1/2013 through 9/30/2013

-	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	<u>yment Amount</u>
	Remit to: DANVILLE, CA					FYTD:	\$75.00
	SIEMENS, AMY	218601	09/09/2013	R13-064833	AS REFUND-SPAY/NEUTER DEPOSIT		\$75.00
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$75.00
	SILKY TERRIER CHARITABLE TRUST RESCUE	218602	09/09/2013	R13-065329	AS REFUND-SPAY/NEUTER DEPOSIT		\$75.00
	Remit to: MONROVIA, CA					FYTD:	\$75.00
<u>'</u>	SIMMONS, SCOTT	218799	09/30/2013	10/6-10/9/13	TRAVEL PER DIEM & MILEAGE-MISAC 2013 CONFERENCE		\$305.00
-1 	Remit to: CORONA, CA					FYTD:	\$305.00
	SIMPSON, WENDI	218547	09/03/2013	R12-050021	AS REFUND-RABIES DEPOSIT		\$20.00
	Remit to: SAN JACINTO, CA					FYTD:	\$20.00
	SINGER & COFFIN, APC	10457	09/23/2013	4064	LEGAL SERVICES - SR-60/MB PH II		\$7,396.86
	Remit to: IRVINE, CA					FYTD:	\$29,604.85
	SKECHERS	218648	09/16/2013	7013669-01	SOLAR INCENTIVE REBATE		\$6,316.36
	Remit to: MANHATTAN BEACH, CA	Ą				FYTD:	\$6,316.36
	SKY PUBLISHING	218489	09/03/2013	13_5_138	FULL PAGE MAGAZINE AD-HOUSEHOLD HAZARDOUS WASTE EVENT		\$2,325.00
				13_5_137	1/2 PAGE MAGAZINE AD-BOTTLES & CANS RECYCLING		
	Remit to: MORENO VALLEY, CA					FYTD:	\$16,938.00
	SKY TRAILS MOBILE VILLAGE	10458	09/23/2013	AUGUST 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS		\$75.26



	<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>P</u>	ayment Amount
	Remit to: LOS ANGELES, CA					<u>FYTD:</u>	\$260.45
	SLAGERMAN, SUSAN A.	10334	09/03/2013	130901	RETIREE MED AUG '13, PD SEPT '13		\$318.73
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$956.19
	SMITH, BRITTANY	218649	09/16/2013	1070682	REFUND FOR TIME FOR TOTS SCHEDULE CONFLICT		\$314.00
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$314.00
	SMITH, ERNEST FRANK	218522	09/03/2013	130901	RETIREE MED JAN-JUNE '13, PD SEPT '13		\$1,912.38
<u>د</u> د	Remit to: FONTANA, CA					<u>FYTD:</u>	\$1,912.38
÷	SMITH, MARIA A.	10335	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$1,274.92
	SOCO GROUP, INC	10459	09/23/2013	608947	FUEL FOR CITY VEHICLES & EQUIPMENT		\$14,123.20
				608627	FUEL FOR CITY VEHICLES & EQUIPMENT		
	Remit to: PERRIS, CA					FYTD:	\$132,857.93
	SOSA, HUGO	10422	09/16/2013	AUG-2013	INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS		\$447.00
	Remit to: ELK GROVE, CA					<u>FYTD:</u>	\$1,764.00
	SOSA, HUGO	10460	09/23/2013	SEP-2013	INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS		\$330.00
₹	Remit to: ELK GROVE, CA					FYTD:	\$1,764.00
em	SOUTH COAST AIR QUALITY MGMT DISTRICT	218490	09/03/2013	2633101	ANNUAL OPERATING FEE FOR GENERATOR AT FIRE ST. #99		\$646.55
No.				2632267	ANNUAL OPERATING FEE FOR FUEL DISPENSING SYSTEM AT ST. #65	FIRE	
Δ.4	1						Page 73 of 92



For Period 9/1/2013 through 9/30/2013

-	<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>P</u>	ayment Amount
	SOUTH COAST AIR QUALITY MGMT DISTRICT	218490	09/03/2013	2633401	EMISSIONS FEES-FIRE STATION #65		\$646.55
				2634155	EMISSIONS FEES-FIRE STATION #99		
	Remit to: DIAMOND BAR, CA					FYTD:	\$4,357.96
	SOUTH COAST AIR QUALITY MGMT DISTRICT	218584	09/09/2013	080913	ADMINISTRATIVE CHANGE FEE - EOC GENERATOR		\$725.03
	Remit to: DIAMOND BAR, CA					FYTD:	\$4,357.96
<u>'</u>	SOUTH COAST AIR QUALITY MGMT DISTRICT	218770	09/30/2013	2637081	EMISSIONS FEES-FIRE STATION #48		\$211.61
12-				2635866	ANNUAL OPERATING FEE FOR FUEL DISPENSING SYSTEM AT I ST. #48	FIRE	
	Remit to: DIAMOND BAR, CA					<u>FYTD:</u>	\$4,357.96
	SOUTHERN CALIFORNIA EDISON 1	218491	09/03/2013	AUG-13 9/3/13	ELECTRICITY		\$9,064.59
				JUL-13 9/3/13	ELECTRICITY		
	Remit to: ROSEMEAD, CA					<u>FYTD:</u>	\$942,846.27
	SOUTHERN CALIFORNIA EDISON 1	218568	09/09/2013	AUG-13 9/9/13	ELECTRICITY		\$8,783.78
	Remit to: ROSEMEAD, CA					<u>FYTD:</u>	\$942,846.27
	SOUTHERN CALIFORNIA EDISON 1	218569	09/09/2013	587-9520 ADJ	ELECTRICITY-FERC CHRGS-BILLING ADJ FRM 1/1/13-8/1/13		\$129.29
	Remit to: RIALTO, CA					<u>FYTD:</u>	\$942,846.27
	SOUTHERN CALIFORNIA EDISON 1	218656	09/16/2013	721-3449 AUG-13 707-6081 AUG-13	IFA CHARGES-SUBSTATION ELECTRICITY		\$14,940.02



Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>P</u>	ayment Amount
Remit to: ROSEMEAD, CA					FYTD:	\$942,846.27
SOUTHERN CALIFORNIA EDISON 1	218771	09/30/2013	SEPT-13 9/30/13	ELECTRICITY		\$2,297.56
			AUG-13 9/30/13	ELECTRICITY		
Remit to: ROSEMEAD, CA					<u>FYTD:</u>	\$942,846.27
SOUTHERN CALIFORNIA EDISON 1	218772	09/30/2013	7500333571	RELIABILITY SERVICE-DLAP_SCE_SEES_HV		\$69.36
Remit to: ROSEMEAD, CA					<u>FYTD:</u>	\$942,846.27
SOUTHERN CALIFORNIA GAS CO.	218689	09/23/2013	AUG-2013	GAS CHARGES		\$2,828.65
Remit to: MONTEREY PARK, CA					<u>FYTD:</u>	\$11,875.03
SPARKLETTS	218493	09/03/2013	7387294 080713	BOTTLED WATER/SVC-COTTONWOOD GOLF COURSE		\$5.00
Remit to: DALLAS, TX					FYTD:	\$235.84
SPECK, GARY B.	10336	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$1,274.92
SPENCER, MARTHA	10337	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$146.32
Remit to: MORENO VALLEY, CA					FYTD:	\$585.28
SPRINT	10423	09/16/2013	634235346-036	CELLULAR PHONE SERVICE FOR PD SET		\$363.56
Remit to: CAROL STREAM, IL					<u>FYTD:</u>	\$1,790.47
ST. CHRISTOPHER CATHOLIC CHURCH	218650	09/16/2013	09052013	REFUND-DEPOSIT BALANCE FOR FINGERPRINGTING		\$135.00
Remit to: MORENO VALLEY, CA					FYTD:	\$135.00
						Page 75 of 9



For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	ayment Amount
	ST. PATRICK CATHOLIC CHURCH	218651	09/16/2013	09052013	REFUND-DEPOSIT BALANCE FOR FINGERPRINGTING		\$465.00
	Remit to: MORENO VALLEY, CA					FYTD:	\$465.00
	STA STUDENT TRANSPORTATION OF AMERICA	218494	09/03/2013	5433381	BUS SERVICE FOR "A CHILD'S PLACE" FIELD TRIP		\$1,594.80
				5433382	BUS SERVICE FOR VALLEY KIDS CAMP FIELD TRIP		
	Remit to: GOLETA, CA					<u>FYTD:</u>	\$8,237.49
ı	STA STUDENT TRANSPORTATION OF AMERICA	218623	09/16/2013	5433419	BUS SERVICE FOR VALLEY KIDS CAMP FIELD TRIP 7/31/13		\$3,258.35
114-				5433385	BUS SERVICE FOR VALLEY KIDS CAMP FIELD TRIP 7/17/13		
+				5433405	BUS SERVICE FOR VALLEY KIDS CAMP FIELD TRIP 7/24/13		
				5433425	BUS SERVICE FOR VALLEY KIDS CAMP FIELD TRIP 8/7/13		
	Remit to: GOLETA, CA					FYTD:	\$8,237.49
	STANDARD INSURANCE CO	10379	09/09/2013	P130901a	LIFE & DISABILITY INSURANCE		\$17,100.13
	Remit to: PORTLAND, OR					<u>FYTD:</u>	\$104,601.70
	STANDARD INSURANCE CO	218533	09/03/2013	130901	SUPPLEMENTAL INSURANCE		\$1,850.62
	Remit to: PORTLAND, OR					FYTD:	\$104,601.70
	STANLEY CONVERGENT SECURITY SOLUTNS, INC	10380	09/09/2013	10468016	ALARM SYSTEM MONITORING SERVICES-CITY YARD/TRANSP. TRAILER		\$1,483.02
				10463444	ALARM SYSTEM MONITORING SERVICES-EOC		
				10472592	ALARM SYSTEM MONITORING SERVICES-FIRE ST #99		
				10492559	ALARM SYSTEM MONITORING SERVICES-ANIMAL SHELTER		
				10495911	ALARM SYSTEM MONITORING SERVICES-SENIOR CTR.		



Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	yment Amount
Remit to: PALATINE, IL					<u>FYTD:</u>	\$15,673.99
STATE BOARD OF EQUALIZ	ZATION 10472	09/24/2013	083113	SALES & USE TAX FOR 8/1-8/31/13		\$3,425.00
Remit to: SACRAMENTO,	CA				<u>FYTD:</u>	\$7,873.00
STATE DISBURSEMENT UN	IIT 10353	09/06/2013	2014-00000077	1005 - GARNISHMENT - CHILD SUPPORT*		\$2,085.63
Remit to: WEST SACRAM	ENTO, CA				<u>FYTD:</u>	\$14,766.79
STATE DISBURSEMENT UN	IIT 10431	09/20/2013	2014-00000098	1005 - GARNISHMENT - CHILD SUPPORT*		\$1,882.76
က် Remit to: WEST SACRAM	ENTO, CA				<u>FYTD:</u>	\$14,766.79
STATE OF CALIFORNIA DEF JUSTICE	PT. OF 218690	09/23/2013	988787	LIVE SCAN FINGERPRINTING APPS FOR PD		\$1,553.00
Remit to: SACRAMENTO,	CA				<u>FYTD:</u>	\$9,925.00
STATE OF CALIFORNIA DEI JUSTICE	PT. OF 218773	09/30/2013	993138	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD		\$1,890.00
			987108	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD		
Remit to: SACRAMENTO,	CA				<u>FYTD:</u>	\$9,925.00
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	10424	09/16/2013	42596	TRANSCRIPTION SERVICES FOR PD		\$4,382.88
, 			42581	TRANSCRIPTION SERVICES FOR PD		
Remit to: CORONA, CA					<u>FYTD:</u>	\$8,933.44
B STEWART, CLIFFORD	10338	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$210.74
Remit to: GLENDALE, AZ					<u>FYTD:</u>	\$842.96



For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount	
	STEWART, RICHARD A.	218585	09/09/2013	9/18-9/20/13	TRAVEL PER DIEM, LODGING, & CAR RENTAL-LCC ANNUAL CONF. & EXPO	\$354.60	
	Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$430.35	
	STK ARCHITECTURE, INC.	10461	09/23/2013	19917	DESIGN SERVICES - FIRE STATION NO.6 STORAGE	\$1,184.00	
	Remit to: TEMECULA, CA				<u>FYTD:</u>	\$4,530.25	
	STORLIE-SICKLES, ELIZABETH	10339	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13	\$318.73	
	Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$1,593.65	
-116-	STREICH, TERRY L.	10340	09/03/2013	130901	RETIREE MED MAR-AUG '13 UHCS/DEN & VSP JULY-AUG '13, PD SEPT '13	\$1,475.90	
				130901 a	RETIREE MED JAN-JULY '13 MED, PD SEPT '13		
	Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$1,475.90	
	STRICKLER ASSOCIATION, THE	10275	09/03/2013	5200	CONSULTANT SERVICES-LONG RANGE PROPERTY MGMT PLAN, ETC.	\$2,325.00	
	Remit to: SAN BERNARDINO, CA				<u>FYTD:</u>	\$7,181.25	_
	STRICKLER ASSOCIATION, THE	10462	09/23/2013	5400	CONSULTANT SERVICES-LONG RANGE PROPERTY MGMT PLAN, ETC.	\$618.75	
	Remit to: SAN BERNARDINO, CA				<u>FYTD:</u>	\$7,181.25	_
	STRICKLER, JOHN W.	10341	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13	\$318.73	
	Remit to: SAN BERNARDINO, CA				<u>FYTD:</u>	\$1,274.92	
	SUNNYMEAD ACE HARDWARE	218624	09/16/2013	51113 51300	MISC. SUPPLIES FOR PD MISC. SUPPLIES FOR FIRE ST. #99	\$88.36	



For Period 9/1/2013 through 9/30/2013

	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	yment Amount
	SUNNYMEAD ACE HARDWARE	218624	09/16/2013	52999	MISC. SUPPLIES FOR FIRE STATION		\$88.36
	Remit to: MORENO VALLEY, CA					FYTD:	\$639.28
	SUNNYMEAD VETERINARY CLINIC	218570	09/09/2013	248216	VETERINARY SERVICES FOR MV ANIMAL SHELTER		\$215.00
	Remit to: MORENO VALLEY, CA					FYTD:	\$215.00
	SYSTEMS SOURCE, INC.	218691	09/23/2013	175183	FURNITURE COMPONENTS FOR CITY HALL 2ND FLOOR RENOVATION PROJECT		\$23,567.06
	Remit to: IRVINE, CA					FYTD:	\$24,912.36
-117	TAX COMPLIANCE SERVICES	218774	09/30/2013	2013-2014 STMT 2	UUT AUDIT & CONSULTING SERVICES		\$5,000.00
I	Remit to: THOUSAND OAKS, CA					FYTD:	\$20,000.00
	TEH, RUDY	218603	09/09/2013	1070130	REFUND ON TENNIS CLASS, LACK OF REGISTRATION		\$102.00
	Remit to: PERRIS, CA					FYTD:	\$102.00
	TEICHERT, RICHARD	218800	09/30/2013	10/5-10/8/13	TRAVEL PER DIEM-LOGOS 2013 CUSTOMER CONFERENCE		\$248.50
	Remit to: RIVERSIDE, CA					FYTD:	\$248.50
	TERELL, JOHN C.	218636	09/16/2013	9/18-9/20/13	TRAVEL PER DIEM-ICSC WESTERN DIVISION CONFERENCE		\$177.50
	Remit to: REDLANDS, CA					FYTD:	\$177.50
_	THERMAL-COOL INC.	218495	09/03/2013	31728	SERVICE FOR A/C UNIT AT SUNNYMEAD SNACK BAR		\$95.00
Ite	Remit to: RIVERSIDE, CA					FYTD:	\$17,154.42
3	THOMPSON COBURN LLP	10276	09/03/2013	2544003	LEGAL SERVICES FOR MVU RE: NERC COMPLIANCE		\$354.61
No.				2544148	LEGAL SERVICES FOR MVU RE: RELIABILITY STANDARDS COMPLIANCE		
A .4							Page 79 of 92



-	<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Ē	Payment Amount
	Remit to: WASHINGTON, DC					FYTD:	\$1,700.59
	TIME WARNER CABLE	218692	09/23/2013	031518001 9/1/13	CABLE TV SERVICE FOR COTTONWOOD GOLF COURSE		\$61.89
	Remit to: PITTSBURGH, PA					FYTD:	\$185.69
	TIME WARNER CABLE 2	218693	09/23/2013	9/5/13 STMT	CABLE/BROADBAND SVC-FS #58 TRAINING ROOM -ACCT #8448400551506863		\$200.73
	Remit to: CITY OF INDUSTRY, CA					FYTD:	\$598.37
'- -	TMAD TAYLOR & GAINES ENGINEERS	218775	09/30/2013	00083057	POST CONCEPTUAL DESIGN SERVICES - CIVIC CENTER EXTERI	OR	\$10,166.35
<u>~</u>				00083052	DESIGN SERVICES - EOC GENERATOR		
	Remit to: PASADENA, CA					FYTD:	\$10,859.58
	TODD A. FREALY, CHAPTER 7 TRUSTEE FOR THE ESTATE	218548	09/03/2013	PM 23843	REFUND OF CONSTRUCTION SECURITY DEPOSIT		\$24,450.00
	Remit to: RIVERSIDE, CA					FYTD:	\$24,450.00
	TOVAR, CHRISTINE	218604	09/09/2013	1070379	REFUND ON PICNIC SHELTER AND ELECTRICITY		\$115.00
	Remit to: MORENO VALLEY, CA					FYTD:	\$115.00
	TR DESIGN GROUP, INC.	10487	09/30/2013	1711	DESIGN SERVICES - TRANSPORTATION MGMT CTR		\$3,066.21
				1758	DESIGN SERVICES - TRANSPORTATION MGMT. CTR.		
				1756	DESIGN SERVICES - TRANSPORTATION MGMT. CTR.		
	Remit to: RIVERSIDE, CA					FYTD:	\$3,066.21
	TRICHE, TARA	218637	09/16/2013	SEP-2013	INSTRUCTOR SERVICES-DANCE CLASSES		\$2,216.30



For Period 9/1/2013 through 9/30/2013

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Paym</u>	<u>ent Amount</u>
Remit to: MORENO VALLEY, CA				<u>FYTD</u>	<u>:</u>	\$5,990.30
TRUGREEN LANDCARE	10463	09/23/2013	7554434	ZONE M WORK-REMOVE OLD CEMENT PAD/INSTALL BACKFLOW CASE, ETC.		\$17,805.06
			7573462	LANDSCAPE MAINTZONE DSG-1		
			7573466	LANDSCAPE MAINTZONE S		
			7573465	LANDSCAPE MAINTZONE E-4 & E-4A		
			7573463	LANDSCAPE MAINTZONE E-16		
Remit to: RIVERSIDE, CA				FYTD	<u>:</u>	\$97,535.74
TURNER, KATHY	218652	09/16/2013	1071344	REFUND FOR GED CLASS LACK OF REGISTRATION		\$112.00
Remit to: MORENO VALLEY, CA				FYTD	<u>:</u>	\$112.00
TW TELECOM	218694	09/23/2013	05734923	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS		\$3,072.82
			05734923a	INTERNET & DATA SERVICES		
Remit to: DENVER, CO				FYTD	<u>.</u>	\$12,532.32
U.S. HEALTHWORKS MEDICAL GROUP	218776	09/30/2013	2332104-CA	EMPLOYMENT DOT EXAM		\$422.66
			2339751-CA	EMPLOYMENT DOT EXAM		
			122121559 8/08	HEALTH INSURANCE CLAIM-EMPLOYEE INJURY TREATMENT		
			2353364-CA	EMPLOYMENT DOT EXAM		
			130071319 7/25	HEALTH INSURANCE CLAIM-EMPLOYEE INJURY TREATMENT		
Remit to: LOS ANGELES, CA				FYTD	<u>:</u>	\$727.16
UC REGENTS - GOVT'L & COMMUNITY RELATION	218638	09/16/2013	09252013	CITIZENS UNIV COMMITTEE ANNUAL FALL KICKOFF		\$25.00
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City of Moreno Valley **Payment Register** Deried 0/1/2012 through 0/20/201

For Period 9/1/2013 through 9/30/2013

Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	<u>Inv Number</u>	Invoice Description	<u>Pa</u>	ayment Amount
Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$25.00
UNDERGROUND SERVICE ALERT	10488	09/30/2013	720130442 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE		\$525.00
			720130442 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			720130442 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			720130442 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE		
Remit to: CORONA, CA					FYTD:	\$1,399.50
UNDERGROUND SERVICE ALERT	10489	09/30/2013	820130445 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE		\$544.50
			820130445 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			820130445 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE		
			820130445 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE		
Remit to: CORONA, CA					<u>FYTD:</u>	\$1,399.50
UNION BANK OF CALIFORNIA 1	218496	09/03/2013	820838	INVESTMENT SAFEKEEPING SERVICES		\$291.67
Remit to: SAN DIEGO, CA					<u>FYTD:</u>	\$1,166.68
UNION BANK OF CALIFORNIA 1	218777	09/30/2013	826244	INVESTMENT SAFEKEEPING SERVICES		\$291.67
Remit to: SAN DIEGO, CA					<u>FYTD:</u>	\$1,166.68
UNITED ROTARY BRUSH CORP	10277	09/03/2013	276537	STREET SWEEPER BROOM KITS/RECONDITIONING		\$814.28
			276615	STREET SWEEPER BROOM KITS/RECONDITIONING		
Remit to: POMONA, CA					<u>FYTD:</u>	\$15,091.38
UNITED ROTARY BRUSH CORP	10464	09/23/2013	276837	STREET SWEEPER BROOM KITS/RECONDITIONING		\$1,948.40
			276886	STREET SWEEPER BROOM KITS/RECONDITIONING		



	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount	
	Remit to: POMONA, CA					FYTD:	\$15,091.38
	UNITED SITE SERVICES OF CA, INC.	10278	09/03/2013	114-1454853	FENCE RENTAL AT ANIMAL SHELTER		\$106.65
	Remit to: PHOENIX, AZ					FYTD:	\$426.60
	UNITED SITE SERVICES OF CA, INC.	10490	09/30/2013	114-1516787	FENCE RENTAL AT ANIMAL SHELTER		\$106.65
	Remit to: PHOENIX, AZ					<u>FYTD:</u>	\$426.60
	UNITED STATES TREASURY - 4	218571	09/09/2013	2014-00000071	1001 - GARNISHMENT - IRS TAX LEVY		\$50.38
- <u>1</u> 2	Remit to: FRESNO, CA					FYTD:	\$395.09
<u> </u>	UNITED STATES TREASURY - 5	218572	09/09/2013	2014-00000072	1001 - GARNISHMENT - IRS TAX LEVY		\$130.24
	Remit to: CINCINNATI, OH					<u>FYTD:</u>	\$1,554.47
	UNITED WAY OF INLAND VALLEYS	218573	09/09/2013	2014-00000073	8720 - UNITED WAY		\$261.00
	Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$2,073.00
	UNITED WAY OF INLAND VALLEYS	218695	09/23/2013	2014-00000091	8720 - UNITED WAY		\$261.00
	Remit to: RIVERSIDE, CA					<u>FYTD:</u>	\$2,073.00
	UNIVAR USA, INC	218497	09/03/2013	RV570988	FERTILIZER/AG CHEMICALS FOR COTTONWOOD GOLF COURS	E	\$299.58
	Remit to: LOS ANGELES, CA					<u>FYTD:</u>	\$545.96
Ite		218778	09/30/2013	RV571217	AG CHEMICALS FOR CITY PARKS		\$246.38
B						<u>FYTD:</u>	\$545.96
Z		10465	09/23/2013	W6218870I	PAGER SERVICE		\$34.66
0.							
A.4							Page 83 of 92



Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Ī	Payment Amount	
Remit to: SPRINGFIELD, VA					FYTD:	\$103.98	
VACATE PEST ELIMINATION COMPANY	10279	09/03/2013	43067	RODENT CONTROL-AQUEDUCT		\$180.00	
			42739	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION			
			42737	RODENT CONTROL-AQUEDUCT			
			43069	RODENT CONTROL-ELECTRIC UTILITY SUBSTATION			
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$4,620.00	
L VACATE PEST ELIMINATION	10491	09/30/2013	43410	GOPHER & RODENT CONTROL-AQUEDUCT		\$180.00	
22-			43727	GOPHER & RODENT CONTROL-ELECTRIC UTILITY SUBSTATION			
			43724	GOPHER & RODENT CONTROL-AQUEDUCT			
			43412	GOPHER & RODENT CONTROL-ELECTRIC UTILITY SUBSTATION			
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$4,620.00	
VALLEY JEWERLY AND LOAN INC	218812	09/30/2013	13191002	DUPLICATE PAYMENT 13191002		\$31.00	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$31.00	
VASQUEZ, CAROL	218523	09/03/2013	130901	RETIREE MED JULY '13, PD SEPT '13		\$318.73	
Remit to: RIALTO, CA					FYTD:	\$1,274.92	
VERDUGO, JAMES	218801	09/30/2013	9/10-9/12/13	REIMBURSE PER DIEM & MILEAGE FOR CALBO CTI ACCESS WORKSHOP		\$290.76	
Remit to: MORENO VALLEY, CA					FYTD:	\$290.76	
VERIZON	218696	09/23/2013	EQN6913105-13240	BACKBONE COMMUNICATION CHARGES		\$1,748.82	



	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount	
	Remit to: TRENTON, NJ					<u>FYTD:</u>	\$5,237.71
	VERIZON CALIFORNIA	218697	09/23/2013	951-UH2-7052-SEP	PHONE CHARGES-ERC		\$634.36
	Remit to: DALLAS, TX					<u>FYTD:</u>	\$2,922.88
	VETTER, BOB	218605	09/09/2013	R13-065493	AS REFUND-SPAY/NEUTER AND RABIES DEPOSITS		\$95.00
	Remit to: PERRIS, CA					<u>FYTD:</u>	\$95.00
느	VICTOR MEDICAL CO	218498	09/03/2013	3361568	ANIMAL MEDICAL SUPPLIES/VACCINES		\$4,719.26
				3348560	ANIMAL MEDICAL SUPPLIES/VACCINES		
-123-				3349859	ANIMAL MEDICAL SUPPLIES/VACCINES		
	Remit to: LAKE FOREST, CA					<u>FYTD:</u>	\$7,557.83
	VICTOR MEDICAL CO	218574	09/09/2013	3366820	ANIMAL MEDICAL SUPPLIES/VACCINES		\$1,100.63
	Remit to: LAKE FOREST, CA					FYTD:	\$7,557.83
	VICTOR MEDICAL CO	218779	09/30/2013	3377706	ANIMAL MEDICAL SUPPLIES/VACCINES		\$1,737.94
	Remit to: LAKE FOREST, CA					FYTD:	\$7,557.83
	VIEVU	10466	09/23/2013	6775	MAINT./REPAIR TO WEARABLE VIDEO CAMERA		\$143.00
	Remit to: SEATTLE, WA					FYTD:	\$336.00
Ξ	VIGIL, ERNEST	10342	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
iem	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$1,274.92
3 Z	VINCENT, CLARENCE	218524	09/03/2013	130901	RETIREE MED AUG '13, PD SEPT '13		\$318.73



	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Pa	yment Amount
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$956.19
	VISION SERVICE PLAN	10280	09/03/2013	130901	EMPLOYEE VISION INSURANCE		\$3,815.75
	Remit to: SAN FRANCISCO, CA					<u>FYTD:</u>	\$14,896.22
	VISTA PAINT CORPORATION	218606	09/09/2013	2013-910254-00 2013-923868-00 2013-923840-00 2013-938798-00	TRAFFIC PAINT SUPPLIES TRAFFIC PAINT TRAFFIC PAINT TRAFFIC PAINT SUPPLIES		\$14,684.15
-124-	Remit to: FULLERTON, CA					<u>FYTD:</u>	\$37,783.75
ì	VOYAGER FLEET SYSTEM, INC.	10467	09/23/2013	869211615334	CNG FUEL PURCHASES		\$1,132.99
	Remit to: HOUSTON, TX					<u>FYTD:</u>	\$5,566.48
	VULCAN MATERIALS CO, INC.	218499	09/03/2013	70045472 70026751 70026752 70031641 70031642 70040473 70040474 70045473 70045473 70045474 70048987 70051713 70042304	ASPHALTIC MATERIALS ASPHALTIC MATERIALS		\$1,466.63



Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	<u>Pa</u>	Payment Amount	
Remit to: LOS ANGELES, CA					<u>FYTD:</u>	\$10,342.57	
VULCAN MATERIALS CO, INC.	218698	09/23/2013	70055184	ASPHALTIC MATERIALS		\$1,143.66	
			70057675	ASPHALTIC MATERIALS			
			70059642	ASPHALTIC MATERIALS			
			70062724	ASPHALTIC MATERIALS			
			70067123	ASPHALTIC MATERIALS			
			70067124	ASPHALTIC MATERIALS			
			70055183	ASPHALTIC MATERIALS			
Remit to: LOS ANGELES, CA					<u>FYTD:</u>	\$10,342.57	
WAGGONER JR., GLENN C.	10343	09/03/2013	130901	RETIREE MED JULY '13, PD SEPT '13		\$318.73	
Remit to: RIVERSIDE, CA					FYTD:	\$1,274.92	
WAGNER, GARY D.	10344	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$1,274.92	
WAGNER, MARIANNE K	10345	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73	
Remit to: MORENO VALLEY, CA					FYTD:	\$1,274.92	
WAGY, CARYLON	218525	09/03/2013	130901	RETIREE MED JULY '13 MED & DENTAL, PD SEPT '13		\$142.38	
Remit to: MORENO VALLEY, CA					FYTD:	\$674.42	
WALKER, DERON	218549	09/03/2013	R13-064268	AS REFUND-RABIES DEPOSIT		\$20.00	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$20.00	
WATANABE, STACY	218550	09/03/2013	R13-062397	AS REFUND-S/N DEPOSIT		\$75.00	
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-	Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description		ayment Amount
	Remit to: BANNING, CA				FYT	<u>D:</u>	\$75.00
	WATTS, LUCKY	218653	09/16/2013	1071395	REFUND TO LACK OF REISTRATION		\$88.00
	Remit to: MORENO VALLEY, CA				<u>FYT</u>	<u>D:</u>	\$88.00
	WAXIE SANITARY SUPPLY	218699	09/23/2013	74124181	JANITORIAL SUPPLIES FOR CONF. & REC. CENTER		\$1,417.47
	Remit to: SAN DIEGO, CA				<u>FYT</u>	<u>D:</u>	\$1,417.47
	WELLS FARGO CORPORATE TRUST	218780	09/30/2013	988908	TRUSTEE FEE - MORENO VALLEY CFD AUTO MALL 8/11/13-9/2/13		\$200.00
-126-	Remit to: MINNEAPOLIS, MN				FYT	<u>D:</u>	\$1,247,441.60
ဂု	WEST PAYMENT CENTER	218781	09/30/2013	827555058	AUTO TRACK SERVICES FOR PD INVESTIGATIONS		\$1,421.92
				827953042	AUTO TRACK SERVICES FOR PD INVESTIGATIONS		
	Remit to: CAROL STREAM, IL				<u>FYT</u>	<u>D:</u>	\$4,834.29
	WEST PAYMENT CENTER	218782	09/30/2013	828009991	LEGAL LIBRARY PUBLICATIONS UPDATES		\$190.08
	Remit to: CAROL STREAM, IL				<u>FYT</u>	<u>D:</u>	\$4,834.29
	WESTECH COLLEGE	218813	09/30/2013	13171236	REFUND DUPLICATE PAYMENT		\$39.33
	Remit to: ONTARIO, CA				<u>FYT</u>	<u>D:</u>	\$39.33
	WESTERN MUNICIPAL WATER DISTRICT	218700	09/23/2013	23821-018258/AG3	WATER CHARGES-MFPCC BLDG 938		\$5,390.47
				23821-018257/AG3	WATER CHARGES-MFPCC LANDSCAPE		
				24753-018620/AG3	WATER CHARGES-MARB BALLFIELDS		
				24753-018620/JL3	WATER CHARGES-MARB BALLFIELDS		
				23866-018292/AG3	WATER CHARGES-SKATE PARK		



<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount	
Remit to: ARTESIA, CA					FYTD:	\$10,970.86
WHALEN, TERRY	218744	09/23/2013	MV3130710039	REFUND-CITATION OVERPAYMENT		\$32.50
Remit to: MORENO VALLEY, CA					FYTD:	\$32.50
WIBERG, CHRISTOPHER	218526	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
Remit to: ANAHEIM, CA					FYTD:	\$1,274.92
WIELIN, RONALD A.	10346	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
S Remit to: BANNING, CA					FYTD:	\$1,274.92
WIGGINS, CELESTE	218816	09/30/2013	10/6-10/8/13	TRAVEL PER DIEM/AIRPORT PARKING/SHUTTLE FEES-LOGOS CUSTOMER CONF		\$263.50
Remit to: MORENO VALLEY, CA					FYTD:	\$263.50
WILLDAN FINANCIAL SERVICES	10493	09/30/2013	010-22006	CSD ZONE B BENEFIT ANALYSIS SERVICES		\$1,320.00
Remit to: TEMECULA, CA					<u>FYTD:</u>	\$2,475.00
WILLIAM, RICHIE	218814	09/30/2013	13179300	DUPLICATE PAYMENT FOR CITATION 13179300		\$39.33
Remit to: MORENO VALLEY, CA					FYTD:	\$39.33
WILLIAMS, JANE L.	10347	09/03/2013	130901	RETIREE MED JULY '13, PD SEPT '13		\$137.04
Remit to: GRAND FORKS, ND					FYTD:	\$549.32
WILLIS, ROBERT H	218575	09/09/2013	082213 / 082513	SPORTS OFFICIATING SERVICES-SOFTBALL		\$120.00
Remit to: PERRIS, CA					<u>FYTD:</u>	\$1,280.00
WILSON-BEILKE, DENESE	218527	09/03/2013	130901	RETIREE MEDICAL SEPTEMBER '13		\$318.73
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Vendor Name	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount	
Remit to: GLENDORA, CA					FYTD:	\$2,231.11
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	218500	09/03/2013	6516	FY 13/14 SOLID WASTE COOPERATION DUES		\$8,782.71
Remit to: RIVERSIDE, CA					FYTD:	\$1,356,681.18
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	218501	09/03/2013	6504	FY 13/14 CLEAN CITIES COALITION DUES		\$15,000.00
Remit to: RIVERSIDE, CA					FYTD:	\$1,356,681.18
WURM'S JANITORIAL SERVICES, INC.	10281	09/03/2013	22366	JANITORIAL SERVICES-EMP RESOURCE CTR FOR JULY		\$1,915.62
			22446	JANITORIAL SERVICES-EMP RESOURCE CTR FOR AUGUST		
			22456	SPECIAL CLEANINGS FOR EVENT RENTALS AT CRC		
Remit to: CORONA, CA					FYTD:	\$79,545.80
WURM'S JANITORIAL SERVICES, INC.	10382	09/09/2013	22458	SPECIAL CLEANINGS FOR EVENT RENTALS AT TOWNGATE CO CTR.	MM.	\$600.00
Remit to: CORONA, CA					FYTD:	\$79,545.80
WURM'S JANITORIAL SERVICES, INC.	10494	09/30/2013	22480	CITY HALL 2ND FLOOR-PANELS CLEANING		\$3,105.31
			22539	JANITORIAL SERVICES-EMP RESOURCE CTR.		
			22481	CITY HALL 2ND FLOOR-SPECIAL CLEANING/186 CHAIRS- EXTRACTION/VAC.		
			22485	CITY HALL 2ND FLOOR-SPECIAL CLEANING OF CITY ATTY/HR AREAS		
Remit to: CORONA, CA					FYTD:	\$79,545.80



For Period 9/1/2013 through 9/30/2013

	<u>Vendor Name</u>	<u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Par	yment Amount
	XEROX CAPITAL SERVICES, LLC	218702	09/23/2013	069915894	COPIER LEASE FOR PARKS DEPT.		\$3,445.23
				069412458	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.		
				069915893	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.		
				069412459	COPIER LEASE FOR PARKS DEPT.		
				069915892	COPIER RENTAL/MAINT.FOR PD		
	Remit to: PASADENA, CA					FYTD:	\$9,399.07
	XEROX CAPITAL SERVICES, LLC	218783	09/30/2013	069915895	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.		\$1,084.67
<u>'</u>				069915896	COPIER LEASE FOR GRAPHICS DEPT.		
129-	Remit to: PASADENA, CA					<u>FYTD:</u>	\$9,399.07
	YAMASHITA, JULIA J.	10348	09/03/2013	130901	RETIREE MED JULY '13, PD SEPT '13		\$146.90
	Remit to: LAGUNA WOODS, CA					FYTD:	\$440.70
	YOUNG, ROBERT	218815	09/30/2013	R13-065806	AS REFUND-REF DIFF FROM 3YR LIC TO 1YR LIC		\$18.00
	Remit to: MORENO VALLEY, CA					<u>FYTD:</u>	\$18.00
	ZIMMERMAN, TONYA	218551	09/03/2013	R13-064973	AS REFUND-DIFF ON 3 YR LIC TO 1 YR		\$18.00
	Remit to: MORENO VALLEY, CA					FYTD:	\$18.00
	ZYGUTIZ, LILLIAN	218552	09/03/2013	R13-064473	AS REFUND-S/N DEPOSIT		\$75.00
=	Remit to: RIVERSIDE, CA					FYTD:	\$75.00

MORENO VAI	and hear hear in		Pa	ity of Moreno Valley Ayment Register 9/1/2013 through 9/30/2013	
CHECKS UNDER \$25,0	0 00 <u>Check/EFT</u> <u>Number</u>	<u>Payment</u> <u>Date</u>	Inv Number	Invoice Description	Payment Amount
TOTAL CHECKS UNDER	₹\$25,000				\$1,028,532.01
GRAND TOTAL					\$15,282,931.30



APPROVALS	6
BUDGET OFFICER	me
CITY ATTORNEY	8MB
CITY MANAGER	Q

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: November 12, 2013

TITLE:RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER
ENDED SEPTEMBER 30, 2013

RECOMMENDED ACTION

Recommendation:

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

<u>SUMMARY</u>

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended September 30, 2013. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

DISCUSSION

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolio for local agencies. The City's Investment Policy, adopted on July 9, 2013 is in full compliance with the requirements of both of the above-mentioned Code Sections.

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended September 30, 2013. This is the first quarterly report submitted for the 2013-14 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has used Chandler Asset Management as its professional portfolio manager since 2010. Chandler uses an active investment management approach. Utilizing an active approach, securities purchased by Chandler on the City's behalf are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.43 years.

The investments managed by Chandler Asset Management totaled \$141,116,654 at par and achieved a Yield to Maturity (YTM) for September 2013 of 1.25%. This compares to a YTM in June 2013 of 1.25% and a YTM in September 2012 of 1.32% In addition, the City maintained \$7,060,042 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .26%.

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

FISCAL IMPACT

Current market rates continue to hover at or near all-time lows and based on comments by the Federal Reserve Board we do not expect this to change in the near future. This interest rate environment directly impacts the ability of the portfolio to generate income. The budget for fiscal year 2013-14 projected General Fund investment earnings totaling \$2.1 million. Year to date through September 2013 these revenues have totaled \$550,000 which is in line with the projections which were included in the FY 2013-14 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.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment 1 - Treasurer's Cash and Investments Report – September 2013 Attachment 2 – Chandler Asset Management Bond Market Review – October 2013

Prepared By: Brooke McKinney Treasury Operations Division Manager Department Head Approval: Richard Teichert Chief Financial Officer This page intentionally left blank.

Attachment 1

CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

September 2013

				Average	Average	Average
General Portfolio	Cost Value	Market Value	Par Value	Maturity	Yield to Maturity	Duration
Bank Accounts	2,234,965	2,236,233	2,234,965			
State of California LAIF Pool	7,060,042	7,061,971	7,060,042	0.66	0.26%	
Investments	143,256,520	142,755,443	141,116,654	2.43	1.25%	2.26
Total General Portfolio	152,551,527	152,053,647	150,411,661	Years		Years

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	1,104,321
Principal & Interest Accounts	825,905
Debt Service Reserve Funds	6,079,490
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	6,983
Total Bond Proceeds	8,016,699
	Market Value as of
Deferred Compensation Funds	Sept 30, 2013
Nationwide	11,224,447
ICMA	4,978,310
Total Deferred Compensation Funds	16,202,757
Total Investment Portfolio	176,273,103

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.

2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.

3. The market value for LAIF is provided by the State Treasurer.

4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.

5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

Richard Teichert City Treasurer



Portfolio Summary

PORTFOLIO CHARAC	TERISTICS	ACC	OUNT SUMMARY		TOP ISSUERS	
Average Duration Average Coupon Average Purchase YTM Average Market YTM Average S&P/Moody Rating Average Final Maturity Average Life	2.26 1.63 % 1.25 % 0.73 % AA/Aa1 2.43 yrs 2.30 yrs	Market Value Accrued Interest Total Market Value Income Earned Cont/WD Par Book Value Cost Value	Beg. Values as of 8/31/13 159,823,392 618,658 160,442,051 160,892 158,668,278 159,291,058 160,802,460	End Values as of 9/30/13 152,053,647 510,723 152,564,370 160,383 150,411,661 150,991,096 152,551,527	Issuer Government of United States Federal National Mortgage Assoc Federal Home Loan Mortgage Corp Federal Home Loan Bank Federal Farm Credit Bank Local Agency Investment Fund JP Morgan Chase & Co General Electric Co	% Portfolio 18.4 % 10.8 % 9.0 % 8.6 % 4.6 % 2.8 % 2.1 % 67.3 %
SECTOR ALLOCAT Money Market Fund Fil Commercial Paper (3.7 %) Cash (1.5 %) Agency (39.3 %)	US Corporate (27.1 %) US Treasury (18.4 %) ABS (5.3 %)	30% 25% 20% 15% 9.9%	P %		CREDIT QUALITY (S&P) AAA (5.3 %)



City of Moreno Valley Treasurer's Cash and Investments Report

Holdings Report

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
ABS									
47787RAC4	John Deere Owner Trust 2012-B A3 0.53% Due 7/15/2016	1,625,000.00	08/28/2012 0.53 %	1,624,949.79 1,624,963.72	99.99 0.54 %	1,624,821.25 382.78	1.07 % (142.47)	Aaa NR	2.79 1.09
89231NAC7	Toyota Auto Receivable 2012-B A3 0.46% Due 7/15/2016	1,620,000.00	09/18/2012 0.46 %	1,619,845.94 1,619,898.53	99.84 0.61 %	1,617,343.20 331.20	1.06 % (2,555.33)	Aaa AAA	2.79 1.07
43814CAC3	Honda Auto Receivables 2013-1 A3 0.48% Due 11/21/2016	2,525,000.00	01/16/2013 0.48 %	2,524,867.44 2,524,898.95	99.95 0.52 %	2,523,611.25 336.67	1.65 % (1,287.70)	NR AAA	3.15 1.42
161571FL3	Chase CHAIT Pool #2012-A5 0.59% Due 8/15/2017	1,680,000.00	03/19/2013 0.59 %	1,680,000.00 1,680,000.00	99.96 0.61 %	1,679,395.20 440.53	1.10 % (604.80)	NR AAA	3.88 1.85
477879AC4	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	640,000.00	08/27/2013 0.91 %	639,912.77 639,914.40	100.22 0.77 %	641,388.80 417.60	0.42 % 1,474.40	Aaa NR	3.88 2.04
Total ABS		8,090,000.00	0.55 %	8,089,575.94 8,089,675.60	0.58 %	8,086,559.70 1,908.78	5.30 % (3,115.90)	Aaa AAA	3.21 1.42
AGENCY									
31331JQA4	FFCB Note 1.9% Due 6/2/2014	2,850,000.00	06/08/2010 1.96 %	2,843,074.50 2,848,833.80	101.19 0.13 %	2,883,926.40 17,899.58	1.90 % 35,092.60	Aaa AA+	0.67 0.67
°f^6FPLV7	FNMA Callable Note 1X 3/24/2011 1.57% Due 9/24/2014	2,025,000.00	09/26/2011 0.65 %	2,080,181.25 2,043,090.56	101.38 0.16 %	2,053,005.75 618.19	1.35 % 9,915.19	Aaa AA+	0.98 0.98
$\frac{3}{3}$ EADW5	FFCB Note 0.55% Due 8/17/2015	3,450,000.00	04/27/2012 0.60 %	3,444,862.95 3,447,077.34	100.12 0.49 %	3,453,970.95 2,319.17	2.27 % 6,893.61	Aaa AA+	1.88 1.87
313370JB5	FHLB Note 1.75% Due 9/11/2015	1,200,000.00	08/04/2011 1.15 %	1,228,608.00 1,213,559.20	102.55 0.44 %	1,230,543.60 1,166.67	0.81 % 16,984.40	Aaa AA+	1.95 1.92
3133ECBJ2	FFCB Note 0.43% Due 11/16/2015	3,100,000.00	12/24/2012 0.45 %	3,098,233.00 3,098,699.06	99.93 0.46 %	3,097,817.60 4,998.75	2.03 % (881.46)	Aaa AA+	2.13 2.11
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,003,400.16	104.12 0.49 %	2,082,358.00 12,925.00	1.37 % 78,957.84	Aaa AA+	2.23 2.17
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	1,765,000.00	08/24/2011 1.22 %	1,825,645.40 1,797,536.97	103.44 0.58 %	1,825,714.24 2,255.28	1.20 % 28,177.27	Aaa AA+	2.44 2.38
313372YS7	FHLB Note 2.45% Due 3/30/2016	2,150,000.00	07/07/2011 1.87 %	2,206,631.00 2,179,873.10	104.43 0.66 %	2,245,219.20 146.32	1.47 % 65,346.10	Aaa AA+	2.50 2.43
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	925,000.00	06/14/2011 1.86 %	952,744.45 939,886.14	104.80 0.67 %	969,402.77 7,965.28	0.64 % 29,516.63	Aaa AA+	2.66 2.56
313373SZ6	FHLB Note 2.125% Due 6/10/2016	2,775,000.00	Various 1.36 %	2,871,705.50 2,830,346.59	103.85 0.68 %	2,881,893.00 18,182.04	1.90 % 51,546.41	Aaa AA+	2.70 2.61
EACW7	FHLMC Note 2% Due 8/25/2016	2,825,000.00	09/14/2011 1.19 %	2,935,005.50 2,889,504.89	103.62 0.74 %	2,927,202.85 5,650.00	1.92 % 37,697.96	Aaa AA+	2.90 2.82
B GOGY3 Z	FNMA Note 1.25% Due 1/30/2017	3,425,000.00	02/09/2012 1.10 %	3,449,368.88 3,441,366.96	101.12 0.91 %	3,463,404.53 7,254.34	2.27 % 22,037.57	Aaa AA+	3.34 3.25
787M7	FHLB Note 1.05% Due 2/27/2017	1,720,000.00	02/27/2012 1.03 %	1,721,582.40 1,721,078.91	99.75 1.13 %	1,715,658.72 1,705.67	1.13 % (5,420.19)	Aaa AA+	3.41 3.34

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City of Moreno Valley Treasurer's Cash and Investments Report

Holdings Report

3 Z P	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
O NCY									
	FNMA Callable Note 1X 2/27/15 1% Due 2/27/2017	1,500,000.00	04/23/2013 0.48 %	1,514,250.00 1,510,867.21	100.01 0.99 %	1,500,114.00 1,416.67	0.98 % (10,753.21)	Aaa AA+	3.41 1.39
G EADCO	FHLMC Note 1% Due 3/8/2017	3,490,000.00	03/14/2012 1.29 %	3,441,314.50 3,456,436.71	100.31 0.91 %	3,500,832.96 2,229.72	2.30 % 44,396.25	Aaa AA+	3.44 3.37
313378WF4	FHLB Note 1.125% Due 3/10/2017	3,435,000.00	04/24/2012 1.05 %	3,447,228.60 3,443,628.72	100.45 0.99 %	3,450,560.55 2,254.22	2.26 % 6,931.83	Aaa AA+	3.44 3.37
3133782N0	FHLB Note 0.875% Due 3/10/2017	1,310,000.00	03/13/2013 0.70 %	1,318,894.90 1,317,673.07	99.61 0.99 %	1,304,880.52 668.65	0.86 % (12,792.55)	Aaa AA+	3.44 3.38
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	3,300,000.00	05/29/2012 1.06 %	3,330,600.90 3,322,324.44	100.68 1.06 %	3,322,515.90 15,927.08	2.19 % 191.46	Aaa AA+	3.62 3.51
313379VE6	FHLB Note 1.01% Due 6/19/2017	915,000.00	07/26/2012 0.82 %	923,363.10 921,347.16	99.57 1.13 %	911,044.46 2,618.43	0.60 % (10,302.70)	Aaa AA+	3.72 3.63
3137EADH9	FHLMC Note 1% Due 6/29/2017	3,150,000.00	Various 0.85 %	3,171,475.20 3,166,723.65	99.77 1.06 %	3,142,758.16 8,050.00	2.07 % (23,965.49)	Aaa AA+	3.75 3.66
3133EAY28	FFCB Note 0.83% Due 9/21/2017	1,645,000.00	09/18/2012 0.83 %	1,645,000.00 1,645,000.00	98.35 1.26 %	1,617,885.47 379.26	1.06 % (27,114.53)	Aaa AA+	3.98 3.89
3137EADL0	FHLMC Note 1% Due 9/29/2017	1,050,000.00	10/25/2012 0.92 %	1,053,983.70 1,053,238.00	99.15 1.22 %	1,041,076.05 58.33	0.68 % (12,161.95)	Aaa AA+	4.00 3.90
SGORT2	FNMA Note 0.875% Due 12/20/2017	1,850,000.00	02/22/2013 0.93 %	1,845,264.00 1,845,850.95	98.24 1.30 %	1,817,493.65 4,541.49	1.19 % (28,357.30)	Aaa AA+	4.22 4.12
3137EADN6	FHLMC Note 0.75% Due 1/12/2018	1,500,000.00	05/10/2013 0.88 %	1,491,378.00 1,492,091.02	97.44 1.37 %	1,461,654.00 2,468.75	0.96 % (30,437.02)	Aaa AA+	4.29 4.19
3135G0TG8	FNMA Note 0.875% Due 2/8/2018	2,950,000.00	Various 1.33 %	2,889,437.30 2,893,155.95	97.76 1.41 %	2,884,040.95 3,800.17	1.89 % (9,115.00)	Aaa AA+	4.36 4.25
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	3,050,000.00	07/29/2013 1.54 %	2,956,990.25 2,960,327.16	97.15 1.51 %	2,963,212.25 9,637.15	1.95 % 2,885.09	Aaa AA+	4.64 4.51
Total Agency		59,355,000.00	1.14 %	59,694,063.28 59,482,917.72	0.86 %	59,748,186.53 137,136.21	39.25 % 265,268.81	Aaa AA+	3.05 2.93
CASH									
90CASH\$00	Cash Custodial Cash Account	2,234,964.68	Various 0.00 %	2,234,964.68 2,234,964.68	1.00 0.00 %	2,234,964.68	1.46 % 0.00	NR NR	0.00
Total Cash		2,234,964.68	N/A	2,234,964.68 2,234,964.68	0.00 %	2,234,964.68 0.00	1.46 % 0.00	NR NR	0.00 0.00
	DADED								
06538BXF5	Bank of Tokyo Mitsubishi NY Discount CP 0.23% Due 10/15/2013	3,015,000.00	06/12/2013 0.23 %	3,012,611.46 3,014,730.33	99.99 0.23 %	3,014,730.33 0.00	1.98 % 0.00	P-1 A-1	0.04 0.04
06416JZG1	Bank of Nova Scotia Discount CP 0.22% Due 12/16/2013	660,000.00	05/14/2013 0.22 %	659,132.83 659,693.47	99.95 0.22 %	659,693.47 0.00	0.43 % 0.00	P-1 A-1	0.21 0.21



City of Moreno Valley Treasurer's Cash and Investments Report

Holdings Report

As of 9/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
COMMERCIA	L PAPER								
89233HEC4	Toyota Motor Credit Discount CP 0.25% Due 5/12/2014	1,900,000.00	08/28/2013 0.25 %	1,896,609.03 1,897,057.64	99.85 0.25 %	1,897,057.64 0.00	1.24 % 0.00	P-1 A-1+	0.61 0.61
Total Comme	rcial Paper	5,575,000.00	0.24 %	5,568,353.32 5,571,481.44	0.24 %	5,571,481.44 0.00	3.65 % 0.00	P1 A-1	0.26 0.26
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	7,060,042.32	Various 0.25 %	7,060,042.32 7,060,042.32	1.00 0.25 %	7,060,042.32 6,025.80	4.63 % 0.00	NR NR	0.00 0.00
Total LAIF		7,060,042.32	0.25 %	7,060,042.32 7,060,042.32	0.25 %	7,060,042.32 6,025.80	4.63 % 0.00	NR NR	0.00 0.00
MONEY MARI	KET FUND FI								
60934N104	Federated GOVT OBLIG MMF	356,653.82	Various 0.01 %	356,653.82 356,653.82	1.00 0.01 %	356,653.82 0.00	0.23 % 0.00	Aaa AAA	0.00 0.00
Total Money N	Narket Fund Fl	356,653.82	0.01 %	356,653.82 356,653.82	0.01 %	356,653.82 0.00	0.23 % 0.00	Aaa AAA	0.00 0.00
	ATE								
დ 687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,731,306.44	100.83 0.50 %	1,734,306.96 22,790.00	1.15 % 3,000.52	A2 A	0.21 0.21
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 1,884,412.19	102.50 0.35 %	1,896,225.95 35,651.04	1.27 % 11,813.76	A1 A+	0.58 0.57
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,128,510.10	103.44 0.33 %	3,180,795.38 69,546.25	2.13 % 52,285.28	A1 AA+	0.62 0.60
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 883,569.70	105.37 0.46 %	895,639.90 16,858.33	0.60 % 12,070.20	A2 A	1.13 1.09
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,641,893.18	103.49 0.56 %	1,686,867.44 17,590.42	1.12 % 44,974.26	A1 A+	1.19 1.17
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.05 %	2,641,540.25 2,562,821.88	103.22 0.59 %	2,611,562.14 16,557.45	1.72 % 48,740.26	A1 A-	1.29 1.27
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.34 %	2,584,656.00 2,561,190.85	103.57 0.94 %	2,641,024.80 18,607.92	1.74 % 79,833.95	A2 A	1.31 1.27
С 00НВ0	IBM Corp Note 0.55% Due 2/6/2015	695,000.00	02/01/2012 0.72 %	691,601.45 693,471.27	100.13 0.46 %	695,885.43 583.99	0.46 % 2,414.16	Aa3 AA-	1.35 1.34
	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,508,811.39	105.12 0.95 %	2,601,702.68 16,981.25	1.72 % 92,891.29	A1 A+	1.36 1.32
Z ^{70AV0}	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,502,549.24	103.66 0.50 %	2,576,050.40 11,044.44	1.70 % 73,501.16	Aa2 AA	1.37 1.34
• 16AX8	Coca Cola Company Note 0.75% Due 3/13/2015	2,090,000.00	Various 0.80 %	2,086,645.55 2,088,379.11	100.40 0.48 %	2,098,274.32 783.76	1.38 % 9,895.21	Aa3 AA-	1.45 1.44

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City of Moreno Valley Treasurer's Cash and Investments Report

Holdings Report

3 Z p	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
	RATE								
► ^{6JHB4}	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,452,214.00	105.86 0.90 %	2,498,267.68 5,192.00	1.64 % 46,053.68	A1 A	1.45 1.42
び 81DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,614,637.62	106.83 0.64 %	1,655,787.50 3,685.56	1.09 % 41,149.88	A1 AA	1.45 1.42
4005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 761,164.52	106.01 0.60 %	784,454.76 95.07	0.51 % 23,290.24	A2 A	1.50 1.46
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,668,082.55	101.92 0.68 %	2,721,157.20 20,006.46	1.80 % 53,074.65	A2 A	2.04 2.00
8259PAC6	Google Inc Note 2.125% Due 5/19/2016	1,315,000.00	11/15/2012 0.75 %	1,377,186.90 1,361,835.12	103.64 0.73 %	1,362,869.95 10,246.04	0.90 % 1,034.83	Aa2 AA	2.64 2.55
24422ERL5	John Deere Capital Corp Note 2% Due 1/13/2017	1,215,000.00	09/11/2012 1.05 %	1,263,733.65 1,251,966.11	102.34 1.27 %	1,243,393.34 5,265.00	0.82 % (8,572.77)	A2 A	3.29 3.17
74599CB9	Occidental Petroleum Note 1.75% Due 2/15/2017	1,575,000.00	03/08/2013 1.13 %	1,612,532.25 1,607,248.96	100.92 1.47 %	1,589,444.33 3,521.88	1.04 % (17,804.63)	A1 A	3.38 3.26
13017BU2	United Tech Corp Note 1.8% Due 6/1/2017	170,000.00	05/24/2012 1.82 %	169,853.80 169,892.79	101.75 1.31 %	172,969.56 1,020.00	0.11 % 3,076.77	A2 A	3.67 3.53
66764AA8	Chevron Corp. Callable Note Cont 11/5/17 1.104% Due 12/5/2017	1,500,000.00	Various 1.47 %	1,477,072.20 1,477,543.11	98.57 1.46 %	1,478,478.00 5,335.99	0.97 % 934.89	Aa1 AA	4.18 4.05
	Intel Corp Note 1.35% Due 12/15/2017	1,940,000.00	12/12/2012 1.29 %	1,945,790.55 1,944,876.25	98.71 1.67 %	1,914,937.15 7,711.51	1.26 % (29,939.10)	A1 A+	4.21 4.05
31142DF7	Wal-Mart Stores Note 1.125% Due 4/11/2018	1,130,000.00	04/04/2013 1.14 %	1,128,960.40 1,129,058.89	97.77 1.64 %	1,104,752.41 6,003.13	0.73 % (24,306.48)	Aa2 AA	4.53 4.37
37833AJ9	Apple Inc Note 1% Due 5/3/2018	1,900,000.00	05/22/2013 1.25 %	1,877,181.00 1,878,777.44	96.33 1.84 %	1,830,182.60 7,811.11	1.20 % (48,594.84)	Aa1 AA+	4.59 4.44
fotal US Co	rporate	40,015,000.00	1.97 %	41,828,014.05 40,504,212.71	0.84 %	40,975,029.88 302,888.60	27.06 % 470,817.17	A1 A+	1.91 1.86
JS TREASU	IRY								
12828NP1	US Treasury Note 1.75% Due 7/31/2015	3,050,000.00	04/06/2011 1.99 %	3,019,391.07 3,037,026.16	102.64 0.30 %	3,130,657.25 8,992.53	2.06 % 93,631.09	Aaa AA+	1.83 1.81
12828PE4	US Treasury Note 1.25% Due 10/31/2015	3,025,000.00	Various 1.35 %	3,012,297.25 3,018,995.80	101.85 0.36 %	3,081,010.90 15,823.71	2.03 % 62,015.10	Aaa AA+	2.08 2.05
12828PJ3	US Treasury Note 1.375% Due 11/30/2015	2,925,000.00	05/16/2011 1.63 %	2,892,332.07 2,909,415.66	102.14 0.38 %	2,987,612.55 13,516.14	1.97 % 78,196.89	Aaa AA+	2.17 2.13
12828PS3	US Treasury Note 2% Due 1/31/2016	2,855,000.00	05/16/2011 1.70 %	2,893,262.08 2,873,975.14	103.67 0.42 %	2,959,832.74 9,620.11	1.95 % 85,857.60	Aaa AA+	2.34 2.28
12828QA1	US Treasury Note 2.25% Due 3/31/2016	2,835,000.00	Various 1.34 %	2,952,569.46 2,897,358.05	104.46 0.45 %	2,961,466.52 175.24	1.94 % 64,108.47	Aaa AA+	2.50 2.44
12828RU6	US Treasury Note 0.875% Due 11/30/2016	3,200,000.00	12/22/2011 0.89 %	3,198,135.71 3,198,802.71	100.45 0.73 %	3,214,249.60 9,409.84	2.11 % 15,446.89	Aaa AA+	3.17 3.11



City of Moreno Valley Treasurer's Cash and Investments Report

Holdings Report

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Maturity Duration
US TREASUR	Y								
912828SC5	US Treasury Note 0.875% Due 1/31/2017	1,710,000.00	06/20/2012 0.70 %	1,723,298.31 1,719,612.67	100.24 0.80 %	1,714,141.62 2,520.86	1.13 % (5,471.05)	Aaa AA+	3.34 3.28
912828TG5	US Treasury Note 0.5% Due 7/31/2017	3,100,000.00	02/25/2013 0.73 %	3,069,373.67 3,073,486.24	98.12 1.00 %	3,041,633.20 2,611.41	2.00 % (31,853.04)	Aaa AA+	3.84 3.78
912828TS9	US Treasury Note 0.625% Due 9/30/2017	2,875,000.00	Various 0.74 %	2,860,759.64 2,862,129.40	98.29 1.06 %	2,825,811.63 49.37	1.85 % (36,317.77)	Aaa AA+	4.00 3.94
912828UU2	US Treasury Note 0.75% Due 3/31/2018	2,150,000.00	07/29/2013 1.28 %	2,098,440.80 2,100,345.92	97.88 1.24 %	2,104,312.50 44.30	1.38 % 3,966.58	Aaa AA+	4.50 4.41
Total US Trea	sury	27,725,000.00	1.25 %	27,719,860.06 27,691,147.75	0.65 %	28,020,728.51 62,763.51	18.41 % 329,580.76	Aaa AA+	2.90 2.85
TOTAL PORT	FOLIO	150,411,660.82	1.25 %	152,551,527.47 150,991,096.04	0.73 %	152,053,646.88 510,722.90	100.00 % 1,062,550.84	Aa1 AA	2.43 2.26
TOTAL MARK	ET VALUE PLUS ACCRUED					152,564,369.78			



City of Moreno Valley

August 31, 2013

COMPLIANCE WITH INVESTMENT POLICY

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

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest- only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies
Weighted Average Maturity	3 years	Complies

Holdings Report Glossary

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

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

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

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

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

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

Mkt Price - The current fair value market price.

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

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

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

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

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

2 9 ody - The Moody's rating for the security.

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Holdings Report Glossary (continued)

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

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

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

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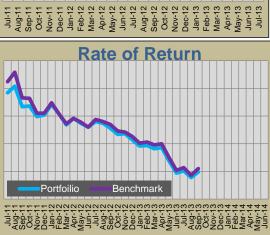
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PORTFOLIO PERFORMANCE TREND

					Portfolio Avg	Rate of	FReturn (3)	¢00
	Total Portfolio			Investment Portfolio	Yield to	Investment	Benchmark 1-5	S
Period	Balance (par)	LAIF Balance	LAIF Rate	Balance (par) (1)	Maturity (2)	Portfolio (4)	Gov+ Corp(5)	ion
Jul-11	209,400,514	33,418,822	0.381%	172,717,280	1.55%	3.42%	3.62%	Millions
ug-11	202,117,750	28,318,822	0.408%	172,811,506	1.60%	3.54%	3.79%	
ep-11	197,594,979	20,108,822	0.378%	173,353,497	1.59%	3.17%	3.33%	9
Dct-11	194,590,683	19,588,953	0.385%	173,851,411	1.56%	3.18%	3.32%	0.01
lov-11	190,445,403	20,338,953	0.401%	169,055,116	1.56%	2.99%	3.05%	
Dec-11	187,711,375	19,388,953	0.382%	164,479,217	1.57%	3.02%	3.05%	
an-12	202,547,757	33,849,881	0.385%	164,854,671	1.43%	3.21%	3.24%	
eb-12	203,784,148	37,499,881	0.389%	165,420,407	1.40%	3.04%	3.04%	
lar-12	199,944,204	32,324,881	0.383%	166,225,691	1.40%	2.84%	2.86%	1
.pr-12	194,648,091	27,254,703	0.367%	166,633,985	1.33%	2.96%	2.96%	
lay-12	194,648,091	27,254,703	0.363%	166,633,985	1.33%	2.87%	2.89%	1
un-12	195,227,859	27,039,703	0.358%	167,407,504	1.31%	2.80%	2.80%	
ul-12	193,175,457	20,190,538	0.363%	167,816,690	1.31%	2.90%	2.94%	
ug-12	185,345,577	26,440,538	0.377%	158,119,543	1.34%	2.87%	2.90%	
ep-12	175,199,657	20,640,538	0.348%	153,005,758	1.32%	2.78%	2.85%	
oct-12	166,024,161	11,543,940	0.340%	153,407,209	1.37%	2.67%	2.73%	-
ov-12	161,523,720	11,958,940	0.324%	148,761,876	1.35%	2.68%	2.71%	1
ec-12	158,187,131	6,808,940	0.326%	149,234,776	1.31%	2.57%	2.63%	1.8%
an-13	167,188,394	15,538,247	0.300%	149,506,732	1.26%	2.46%	2.51%	1.5%
eb-13	169,656,543	14,038,247	0.286%	150,276,255	1.24%	2.47%	2.53%	
lar-13	159,465,892	8,088,247	0.285%	150,735,510	1.28%	2.41%	2.48%	1.3%
pr-13	154,956,060	7,722,451	0.264%	146,196,092	1.27%	2.43%	2.50%	1.0%
ay-13	169,622,945	22,352,451	0.245%	146,524,031	1.19%	2.19%	2.25%	
in-13	160,642,643	11,652,451	0.244%	146,817,918	1.25%	1.97%	2.02%	0.8%
ul-13	157,035,166	8,901,042	0.267%	147,301,329	1.29%	2.01%	2.07%	0.5%
ug-13	158,668,278	14,860,042	0.271%	142,774,990	1.21%	1.89%	1.93%	
ep-13	150,411,661	7,060,042	0.257%	141,116,654	1.25%	1.99%	2.05%	0.3%
ct-13	100/111/001	.,000,012	01207 /0	111/110/001	1.20 //	117770	2.00 /0	0.0%
ov-13						<u> </u>	+	1
ec-13							÷	1
in-14						<u> </u>	<u> </u>	
eb-14						<u> </u>	<u>+</u>	
ar-14						+	+	4.0
pr-14						<u>+</u>	<u>+</u>	
ay-14						+	+	3.5
ın-14						╊ 	+ 	
						·	<u></u>	3.09
es:								
Investme	ent portfolio includ	es the only long t	erm investm	ent pool. Does not incl	ude LAIF and	cash balances.		2.5
				to be heald until matur				
		<u> </u>		ns on investments are		* *	* *	2.0
				easure of return recog				
	ortfolio of securitie	-	0 1110 III	are or retain recogi	internationality	,		1.5%
	of Return for the in							11

(5) The portfolio benchmark is the Bank of America-Merrill Lynch 1 to 5 year Government Index/"A" Rated or better Corp





Investments

LAIF

CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of of Portfolio
<u>Wells Fargo</u>		acilities Disctrict 87-1 (IA		00/00/10	10/01/10		0.010/	0.010/	1 00000	10 0000
special tax funds	22631800	money market fund	WF Govt Fund	09/30/13	10/01/13	1,044,475	0.01%	0.01%	1.00000	13.029%
interest acct	22631801	money market fund	WF Govt Fund	09/30/13	10/01/13	0	0.01%	0.01%	1.00000	0.000%
reserve fund	22631804	money market fund	WF Govt Fund	09/30/13	10/01/13	1,028,716	0.01%	0.01%	1.00000	12.832%
admin exp acct	22631805	money market fund	WF Govt Fund	09/30/13	10/01/13	377	0.01%	0.01%	1.00000	0.005%
debt service acct	22631809	money market fund	WF Govt Fund	09/30/13	10/01/13	536,013	0.01%	0.01%	1.00000	6.686%
special tax funds	22631900	money market fund	WF Govt Fund	09/30/13	10/01/13	99,819	0.01%	0.01%	1.00000	1.245%
interest acct	22631901	money market fund	WF Govt Fund	09/30/13	10/01/13	69,759	0.01%	0.01%	1.00000	0.870%
principal fund	22631902	money market fund	WF Govt Fund	09/30/13	10/01/13	220,000	0.01%	0.01%	1.00000	2.744%
reserve fund	22631904	money market fund	WF Govt Fund	09/30/13	10/01/13	365,351	0.01%	0.01%	1.00000	4.557%
admin exp acct	22631905	money market fund	WF Govt Fund	09/30/13	10/01/13	8	0.01%	0.01%	1.00000	0.000%
						3,364,518				
<u>Wells Fargo</u>	<u>CFD # 5</u>									
Series B Revenue	22333500	money mkt fund	WF Govt Fund	09/30/13	10/01/13	6,572	0.01%	0.01%	1.00000	0.082%
Series A Principal	22333501	money mkt fund	WF Govt Fund	09/30/13	10/01/13	0	0.01%	2.71%	1.00000	0.000%
Series A reserve	22333502	money mkt fund	WF Govt Fund	09/30/13	10/01/13	0	0.01%	0.01%	1.00000	0.000%
Series B reserve	22333503	money mkt fund	WF Govt Fund	09/30/13	10/01/13	543,226	0.01%	0.01%	1.00000	6.776%
					10/01/10	127	0.01%	0.01%	1.00000	0.002%
Series B admin fund	22333504	money mkt fund	WF Govt Fund	09/30/13	10/01/13	12/	0.01 /0	0.01 /0	1.00000	0.002 /
Series B admin fund	22333504	money mkt fund	WF Govt Fund	09/30/13	10/01/13	549,925	0.01 /0	0.0170	100000	0.002 /
Series B admin fund Wells Fargo		money mkt fund pment Agency Tax Alloc		09/30/13	10/01/13	1	0.01 /0	0.0170	100000	0.002 /
		, ,		09/30/13	10/01/13	1	0.01%	0.01%	1.00000	
Wells Fargo	2007 Redevelo	pment Agency Tax Alloc	ration Bonds Sereis <u>A</u>			549,925				0.000%
Wells Fargo debt service fund	2007 Redevelo 22631700	pment Agency Tax Alloc money mkt fund	ation Bonds Sereis <u>A</u> WF Govt Fund	09/30/13	10/01/13	549,925 1	0.01%	0.01%	1.00000	0.000%
Wells Fargo debt service fund	2007 Redevelo 22631700	pment Agency Tax Alloc money mkt fund money mkt fund	ation Bonds Sereis <u>A</u> WF Govt Fund	09/30/13	10/01/13	549,925 1 1	0.01%	0.01%	1.00000	0.000%
Wells Fargo debt service fund interest fund	2007 Redevelo 22631700 22631701	pment Agency Tax Alloc money mkt fund money mkt fund	ation Bonds Sereis <u>A</u> WF Govt Fund	09/30/13	10/01/13	549,925 1 1	0.01%	0.01%	1.00000	0.000%
Wells Fargo debt service fund interest fund Wells Fargo	2007 Redevelo 22631700 22631701 2005 Lease Ret	pment Agency Tax Alloc money mkt fund money mkt fund venue Bond	ration Bonds Sereis <u>A</u> WF Govt Fund WF Govt Fund	09/30/13 09/30/13	10/01/13 10/01/13	549,925 1 2	0.01%	0.01% 0.01%	1.00000 1.00000	0.000%
Wells Fargo debt service fund interest fund Wells Fargo bond fund	2007 Redevelo 22631700 22631701 2005 Lease Rev 18042800	pment Agency Tax Alloc money mkt fund money mkt fund <u>venue Bond</u> money mkt fund	ration Bonds Sereis A WF Govt Fund WF Govt Fund WF Govt Fund	09/30/13 09/30/13 09/30/13	10/01/13 10/01/13 10/01/13	549,925 1 1 2 3	0.01% 0.01% 0.01%	0.01% 0.01%	1.00000 1.00000 1.00000	0.000% 0.000% 0.000% 37.332%
Wells Fargo debt service fund interest fund Wells Fargo bond fund reserve fund	2007 Redevelo 22631700 22631701 2005 Lease Rev 18042800 18042804	pment Agency Tax Alloc money mkt fund money mkt fund venue Bond money mkt fund money mkt fund	tation Bonds Sereis A WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund	09/30/13 09/30/13 09/30/13 09/30/13	10/01/13 10/01/13 10/01/13 10/01/13	549,925 1 2 3 2,992,828	0.01% 0.01% 0.01% 0.01%	0.01% 0.01% 0.01%	1.00000 1.00000 1.00000 1.00000	0.000% 0.000%
Wells Fargo debt service fund interest fund Wells Fargo bond fund reserve fund	2007 Redevelo 22631700 22631701 2005 Lease Rev 18042800 18042804 18042806	pment Agency Tax Alloc money mkt fund money mkt fund venue Bond money mkt fund money mkt fund money mkt fund	tation Bonds Sereis A WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund	09/30/13 09/30/13 09/30/13 09/30/13	10/01/13 10/01/13 10/01/13 10/01/13	549,925 1 2 3 2,992,828 8	0.01% 0.01% 0.01% 0.01%	0.01% 0.01% 0.01%	1.00000 1.00000 1.00000 1.00000	0.000% 0.000% 0.000% 37.332% 0.000%
Wells Fargo debt service fund interest fund Wells Fargo bond fund reserve fund construction fund	2007 Redevelo 22631700 22631701 2005 Lease Rev 18042800 18042804 18042806	pment Agency Tax Alloc money mkt fund money mkt fund venue Bond money mkt fund money mkt fund money mkt fund	tation Bonds Sereis A WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund	09/30/13 09/30/13 09/30/13 09/30/13 09/30/13	10/01/13 10/01/13 10/01/13 10/01/13 10/01/13	549,925 1 2 3 2,992,828 8	0.01% 0.01% 0.01% 0.01%	0.01% 0.01% 0.01%	1.00000 1.00000 1.00000 1.00000	0.000% 0.000% 0.000% 37.332 37.333
Wells Fargo debt service fund interest fund Wells Fargo bond fund reserve fund construction fund Wells Fargo	2007 Redevelo 22631700 22631701 2005 Lease Rev 18042800 18042804 18042806	pment Agency Tax Alloc money mkt fund money mkt fund venue Bond money mkt fund money mkt fund money mkt fund .ease Revenue Bonds - E money mkt fund	ation Bonds Sereis A WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund Ectric Utility	09/30/13 09/30/13 09/30/13 09/30/13 09/30/13	10/01/13 10/01/13 10/01/13 10/01/13 10/01/13 10/01/13	549,925 1 1 2 3 2,992,828 8 2,992,839 4	0.01% 0.01% 0.01% 0.01% 0.01%	0.01% 0.01% 0.01% 0.01% 0.01%	1.00000 1.00000 1.00000 1.00000 1.00000	0.000% 0.000% 37.3325 0.000% 37.3335
Wells Fargo debt service fund interest fund Wells Fargo bond fund reserve fund construction fund Wells Fargo bond fund	2007 Redevelo 22631700 22631701 2005 Lease Rev 18042800 18042804 18042806 2007 Taxable I 22277600	pment Agency Tax Alloc money mkt fund money mkt fund venue Bond money mkt fund money mkt fund money mkt fund	ation Bonds Sereis A WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund ectric Utility WF Govt Fund	09/30/13 09/30/13 09/30/13 09/30/13 09/30/13	10/01/13 10/01/13 10/01/13 10/01/13 10/01/13	549,925 1 2 3 2,992,828 8 2,992,839	0.01% 0.01% 0.01% 0.01% 0.01%	0.01% 0.01% 0.01% 0.01% 0.01%	1.00000 1.00000 1.00000 1.00000 1.00000	0.000% 0.000% 37.3325 0.000% 37.3335
Wells Fargo debt service fund interest fund Wells Fargo bond fund reserve fund construction fund Wells Fargo bond fund construction fund	2007 Redevelo 22631700 22631701 2005 Lease Rev 18042800 18042804 18042806 2007 Taxable I 22277600	pment Agency Tax Alloc money mkt fund money mkt fund venue Bond money mkt fund money mkt fund money mkt fund .ease Revenue Bonds - E money mkt fund money mkt fund	ation Bonds Sereis A WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund ectric Utility WF Govt Fund	09/30/13 09/30/13 09/30/13 09/30/13 09/30/13	10/01/13 10/01/13 10/01/13 10/01/13 10/01/13 10/01/13	549,925 1 1 2 3 2,992,828 8 2,992,839 4 1,104,313	0.01% 0.01% 0.01% 0.01% 0.01%	0.01% 0.01% 0.01% 0.01% 0.01%	1.00000 1.00000 1.00000 1.00000 1.00000	0.000% 0.000% 0.000% 37.332% 0.000%
Wells Fargo debt service fund interest fund Wells Fargo bond fund reserve fund construction fund Wells Fargo bond fund	2007 Redevelo 22631700 22631701 2005 Lease Rev 18042800 18042804 18042804 2007 Taxable I 22277600 22277604	pment Agency Tax Alloc money mkt fund money mkt fund venue Bond money mkt fund money mkt fund money mkt fund .ease Revenue Bonds - E money mkt fund money mkt fund	ation Bonds Sereis A WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund WF Govt Fund dectric Utility WF Govt Fund WF Govt Fund	09/30/13 09/30/13 09/30/13 09/30/13 09/30/13 09/30/13	10/01/13 10/01/13 10/01/13 10/01/13 10/01/13 10/01/13	549,925 1 1 2 3 2,992,828 8 2,992,839 4 1,104,313	0.01% 0.01% 0.01% 0.01% 0.01%	0.01% 0.01% 0.01% 0.01% 0.01%	1.00000 1.00000 1.00000 1.00000 1.00000 1.00000	0.000% 0.000% 37.3325 0.000% 37.3335 0.000% 13.7755
Wells Fargo debt service fund interest fund Wells Fargo bond fund reserve fund construction fund Wells Fargo bond fund construction fund wells Fargo bond fund construction fund Wells Fargo bond fund construction fund Wells Fargo	22631700 22631700 22631701 2005 Lease Rev 18042800 18042804 18042804 2007 Taxable I 22277600 22277604 22277604	pment Agency Tax Alloc money mkt fund money mkt fund venue Bond money mkt fund money mkt fund money mkt fund .ease Revenue Bonds - E money mkt fund money mkt fund money mkt fund	ation Bonds Sereis A WF Govt Fund WF Govt Fund Cash	09/30/13 09/30/13 09/30/13 09/30/13 09/30/13 09/30/13 09/30/13	10/01/13 10/01/13 10/01/13 10/01/13 10/01/13 10/01/13 07/01/10	549,925 1 1 2 3 2,992,828 8 2,992,828 8 2,992,839 4 1,104,313 1,104,317	0.01% 0.01% 0.01% 0.01% 0.01% 0.01%	0.01% 0.01% 0.01% 0.01% 0.01% 0.01%	1.00000 1.00000 1.00000 1.00000 1.00000 1.00000	0.000% 0.000% 37.3325 0.000% 37.3335 0.000%
Wells Fargo debt service fund interest fund Wells Fargo bond fund reserve fund construction fund Wells Fargo bond fund construction fund construction fund revenue fund revenue fund revenue fund	2007 Redevelo 22631700 22631701 2005 Lease Rev 18042800 18042804 18042804 2007 Taxable I 22277600 22277604 22277604 22277604	pment Agency Tax Alloc money mkt fund money mkt fund wenue Bond money mkt fund money mkt fund money mkt fund cease Revenue Bonds - E money mkt fund money mkt fund money mkt fund money mkt fund revenue revenue revenue	ation Bonds Sereis A WF Govt Fund WF Govt Fund	09/30/13 09/30/13 09/30/13 09/30/13 09/30/13 09/30/13 09/30/13	10/01/13 10/01/13 10/01/13 10/01/13 10/01/13 10/01/13 07/01/10 10/01/13	549,925 1 1 2 3 2,992,828 8 2,992,839 4 1,104,313 1,104,317 1	0.01% 0.01% 0.01% 0.01% 0.01% 0.01% 5.29% 0.01%	0.01% 0.01% 0.01% 0.01% 0.01% 0.01% 0.01%	1.00000 1.00000 1.00000 1.00000 1.00000 1.00000 1.00000	0.000% 0.000% 37.3325 0.000% 37.3335 0.000% 13.7755 0.000% 0.000%
Wells Fargo debt service fund interest fund Wells Fargo bond fund reserve fund construction fund Wells Fargo bond fund construction fund wells Fargo revenue fund	22631700 22631700 22631701 2005 Lease Rev 18042800 18042804 18042804 2007 Taxable I 22277600 22277604 22277604 22277604 22277604 22277604	pment Agency Tax Alloc money mkt fund money mkt fund wenue Bond money mkt fund money mkt fund	ation Bonds Sereis A WF Govt Fund WF Govt Fund	09/30/13 09/30/13 09/30/13 09/30/13 09/30/13 09/30/13 09/30/13 06/30/10 09/30/13	10/01/13 10/01/13 10/01/13 10/01/13 10/01/13 10/01/13 07/01/10 10/01/13	549,925 1 1 2 3 2,992,828 8 2,992,828 8 2,992,839 4 1,104,313 1,104,317	0.01% 0.01% 0.01% 0.01% 0.01% 0.01% 5.29% 0.01%	0.01% 0.01% 0.01% 0.01% 0.01% 0.01% 0.01% 0.00% 0.00% 0.01%	1.00000 1.00000 1.00000 1.00000 1.00000 1.00000 1.00000 1.00000 1.00000	0.000% 0.000% 37.3325 0.000% 37.3335 0.000% 13.7755 0.000% 0.000% 0.000%
Wells Fargo debt service fund interest fund Wells Fargo bond fund reserve fund construction fund Wells Fargo bond fund construction fund construction fund revenue fund revenue fund revenue fund revenue fund reverue fund	2007 Redevelo 22631700 22631701 2005 Lease Rev 18042800 18042804 18042804 2007 Taxable I 22277600 22277604 22277604 22277604	pment Agency Tax Alloc money mkt fund money mkt fund wenue Bond money mkt fund money mkt fund money mkt fund cease Revenue Bonds - E money mkt fund money mkt fund money mkt fund money mkt fund revenue revenue revenue	ation Bonds Sereis A WF Govt Fund WF Govt Fund	09/30/13 09/30/13 09/30/13 09/30/13 09/30/13 09/30/13 09/30/13	10/01/13 10/01/13 10/01/13 10/01/13 10/01/13 10/01/13 07/01/10 10/01/13	549,925 1 2 3 2,992,828 8 2,992,839 4 1,104,313 1,104,317 1 5,071	0.01% 0.01% 0.01% 0.01% 0.01% 0.01% 5.29% 0.01%	0.01% 0.01% 0.01% 0.01% 0.01% 0.01% 0.01%	1.00000 1.00000 1.00000 1.00000 1.00000 1.00000 1.00000	0.000% 0.000% 37.3325 0.000% 37.3335 0.000% 13.7755 0.000% 0.000%

<u>Type</u>	Summary of Bond Proceeds with Fiscal Agents				
1	Construction Funds	1,104,321			
2	Principal & Interest Accounts	825,905			
3	Debt Service Reserve Funds	6,079,490			
4	Custody Accounts	0			
5	Arbitrage Rebate Accounts	0			
6	Other Accounts	6,983			
	Total Fiscal Agent Funds Page 12 of 13	8,016,699			
	1 460 12 01 10				

DEFERRED COMPENSATION FUNDS

Nationwide

		Nationwi	lae		
	Market Value as		Market Value as		Market Value as
Fund	of Sept 30, 2013	Fund	of Sept 30, 2013	Fund	of Sept 30, 2013
Liquid Savings	\$1,233,333	Drey SmCap I	0	N B Socially Responsive Fund	38,166
Nationwide Fixed (Part Time Employee)	457,555	American Century Balanced	37	DFA US Micro Cap Port	104,842
Liquid Savings (Part Time Employees)	292,388	Am Century Growth	66,115	Federated Kaufmann Fund	113,508
Certificates of Deposit 1 year	30,107	Am Century Select	123,762	Invesco Mid Cap Core Equity	27,164
Certificates of Deposit 3 years	21,752	JP Morgan Mid Cap Value A	904,487	Nationwide Ret Inc Inst Svc	470
Certificates of Deposit 5 years	78,235	Vanguard Index 500	108,323	Nationwide InvDes Mod Cons Fund SC	36,563
Bond Fund of America	67,543	Vanguard Institutional Index	562,941	Nationwide InvDes Mod Aggr Fund	913,323
Growth Fund of America	107,788	Vanguard Wellington	19,475	Nationwide InvDes Aggr Fund	78,507
Investment Co. of America	36,493	Vanguard Windsor II	66,178	Nationwide InvDes Mod Fd	577,160
Income Fund of America	121,894	Vanguard Total Bond Index	206,571	Nationwide Inv Des Cons	90,993
Brown Cap Mgmt Inc SM Co	63,465	Washington Mutual Inv	82,893	Nationwide Large Cap Growth	54,774
Fidelity Independence	2,218	Templeton Foreign I	0	Nationwide Inter Val Inst Svc	56,568
Fidelity Equity Income	55,407	EuroPacific Growth	334,297	Nationwide US Sm Cap Val Ins Svc	1,425
Fidelity Magellan	256,109	Stable Fund C	2,538,989	Nationwide Dest 2020 Inst Svc	146,733
Fidelity Puritan	95,066	PBHG Growth Fund	0	Nationwide Dest 2025 Inst Svc	182,537
Fidelity Contrafund	268,958	DWS High Income Fund A	93,688	Nationwide Dest 2030 Inst Svc	5,160
Janus Fund	42,985	DWS Eq Divd A	67,978	Nationwide Dest 2045 Inst Svc	7,461
Janus Advisor Forty	55,149	Oppenheimer Global Fund A	326,914	Total Nationwide Deferred	\$11,224,447

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Fund	Market Value as of Sept 30, 2013
Aggressive Oppor.	\$272,337
International	234,005
All Equity Growth	167,972
Growth and Income	262,434
Broad Market	84,075
500 Stock Index	82,659
Equity Income	431,381
Asset Allocation	0
Core Bond	24,535
Cash Management	22,448
Plus Fund	1,033,564
Savings Oriented	0
Conservative Growth	170,615
Traditional Growth	258,796
Long-Term Growth	426,042
Milestone 2010	20,753
Milestone 2015	933
Milestone 2020	54,342
Milestone 2025	29,750
Milestone 2030	0
Milestone 2035	20,917
Milestone 2040	9,154

Fund	Market Value a of Sept 30, 2013
VT Royce Premeir	4,844
VT Ranier Small/Mid Cap Eq	47,453
VT Fidelity Contrafund	173,259
VT Vantagepoint Overseas Equity Index Fund	94,954
VT Fidelity Diversified International	94,753
VT Allianz NFJ Div Value	79,591
Vantage Growth Fund	282,553
VT Fidelity Puritan	7,039
VT Royce Value Plus	3,407
VT TR Price Growth Stock Adv	24,424
VT Nuveen Real Estate Secs	54,373
VT TR Price Small Cap Value	156,041
VT Vantagepoint MS Ret Inc	32,749
VT Vantagepoint Inflation Protected Securities	71,543
VT Oppenheimer Main Street	8,249
VT Vantagepoint Mid/Sm Index	34,960
VT PIMCO Total Return	112,752
VT PIMCO High Yield	63,159
VT Harbor International Admi	25,495
VT Harbour Mid Cap Growth Admin	0
Total ICMA	\$4,978,310

Summary by Plan				
Deferred Compenstation Plan	Market Value as of Sept 30, 2013			
Total Nationwide	\$11,224,447			
Total ICMA	4,978,310			
Total Deferred Compensation Plans	\$16,202,757			

Summary by Investment Type				
To an internet the second	Market Value as			
Investment Type	of Sept 30, 2013			
Savings Deposits and CD's	\$4,574,124			
Mutual Funds	11,628,633			
Total Deferred Compensation Plans	\$16,202,757			

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Bond Market Review

A MONTHLY REVIEW OF FIXED INCOME MARKETS



WHAT'S INSIDE

Market Summary 1 Yield Curve Current Yields

Economic Round-Up 2 Credit Spreads Economic Indicators

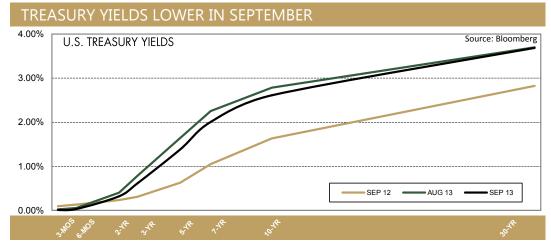
An Investor's Perspective 3 On The Contracting Agency Sector

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

Market Summary

Economic growth remains lackluster. The partial government shutdown coupled with disagreement over the terms of increasing the US debt limit are likely to negatively impact GDP growth in the fourth quarter. We expect the rhetoric around an increase of the debt ceiling to remain elevated with a resolution taking place at the eleventh-hour, consistent with recent negotiations in Washington. Non-farm payrolls are typically released on the first Friday of every month providing a rich source of data about the strength of the economy. Due to the government shutdown data was not released on October 4; market participants had to rely on more seasoned data as well as secondary private data sources to make conclusions about the direction of the economy. Non-farm payrolls had been trending downward, with a three-month moving average of 148,000 in August versus a three-month moving average of 182,000 in June of this year. Additionally, President Obama formally announced Janet Yellen as the nominee to replace Ben Bernanke as Chairperson of the Federal Reserve; the confirmation process will take place in the fourth quarter of 2013.

In September, the markets were surprised when the Federal Reserve did not announce a reduction in its bond buying program (Quantitative Easing) at the September 18 Federal Open Market Committee (FOMC) meeting. Highly stimulative monetary policy remains in place with the Fed Funds rate remaining in the 0.00 to 0.25% range. The Fed continues to buy a total of \$85 billion per month, split between Treasury and Mortgage Backed Securities. The Fed refrained from scaling back Quantitative Easing based on concerns about the strength and sustainability of the recovery; Fed members are looking for more confirming positive data before changing policy. We expect interest rate volatility to remain elevated as the market continues to speculate when the reduction in Quantitative Easing will commence.



Treasury rates declined after the decision by the Federal Reserve not to begin tapering their asset purchase program. Additionally, market expectations regarding the start of the monetary policy tightening cycle were pushed back, helping to drive Treasury rates lower.

TREASURY YIELDS	9/30/2013	8/31/2013	CHANGE
3 Month	0.01	0.02	(0.01)
2 Year	0.32	0.40	(0.08)
3 Year	0.61	0.78	(0.17)
5 Year	1.38	1.64	(0.26)
7 Year	2.01	2.25	(0.24)
10 Year	2.61	2.79	(0.18)
30 Year	3.69	3.70	Item No. A.5
Source: Bloomberg	+9		

Economic Roundup

Consumer Prices

In August, overall CPI inflation rose to 1.5% on a year-overyear basis from 2.0% in July. The year-over-year Core CPI (CPI less food and energy) rose slightly to 1.8% from 1.7%. The core inflation rate is still trending below the Fed's longterm goal of 2.0% and remains below the trigger rate for policy action of 2.5%.

Retail Sales

In August, Retail Sales rose 4.7% on a year-over-year basis. On a month-over-month basis, Retail Sales increased 0.2% in August, which was below the 0.5% consensus forecast; however, the gain in July was revised up to 0.4% from 0.2%. Overall, recent consumer spending trends have been healthy, but not robust.

Labor Markets

The September employment report has been delayed due to the federal government shutdown. The market was expecting payroll growth of about 184,000 in September, following lower than expected growth of 169,000 in August.

Housing Starts

Single-family housing starts rose 7.0% in August to 628,000 from 587,000 in July. Housing permits fell 3.8% in July. Recent housing data has been mixed but mostly favorable.

Credit Spreads Were Little Changed in September

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.12	0.13	(0.01)
2-year A corporate note	0.60	0.64	(0.04)
5-year A corporate note	0.80	0.74	0.06
5-year Agency note	0.33	0.26	0.07

Source: Bloomberg

Data as of 9/30/13

Economic Data Remains Indicative of Slow Growth

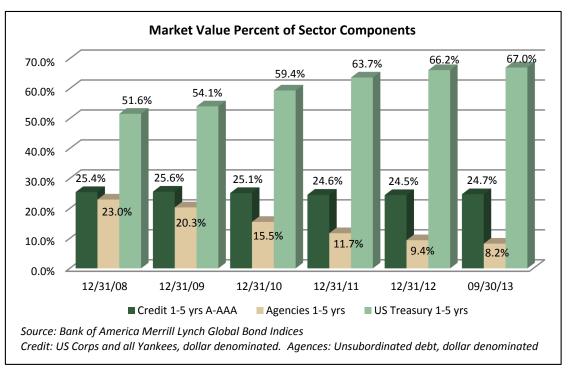
ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(39.1) \$Bln JUL 13	(34.5) \$Bln JUN 13	(43.5) \$Bln JUL 12
GDP	2.5% JUN 13	1.1% MAR 13	1.2% JUN 12
Unemployment Rate	7.3% AUG 13	7.4% JUL 13	8.1% AUG 12
Prime Rate	3.25% SEP 13	3.25% AUG 13	3.25% SEP 12
CRB Index	285.54 SEP 13	291.16 AUG 13	309.30 SEP 12
Oil (West Texas Int.)	\$102.33 SEP 13	\$107.65 AUG 13	\$92.19 SEP 12
Consumer Price Index (y/o/y)	1.5% AUG 13	2.0% JUL 13	1.7% AUG 12
Producer Price Index (y/o/y)	1.4% AUG 13	2.1% JUL 13	1.9% AUG 12
Dollar/EURO	1.35 SEP 13	1.32 AUG 13	1.29 SEP 12

Source: Bloomberg

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Five years since the historic announcement by the US Treasury in September 2008, Fannie Mae and Freddie Mac remain in conservatorship, essentially a division of the US Treasury. The conservatorship status served to shore up investor concerns about the credit worthiness of both Fannie Mae and Freddie Mac, and yields on their respective securities responded in kind. How to ultimately wind down the aforementioned Agencies has been a controversial topic within the United States government since the financial crisis. Many proposals have been put ed to the Agency sector of the market to pick up a modest amount of incremental yield and potential return with a negligible uptick in credit risk. Chandler Asset Management is not beholden to the Agency sector but rather is an advocate of having a diversified portfolio that includes an allocation to the three above mentioned sectors as well as other fixed income assets that meet the tenets of safety, liquidity, and yield. In the past, we have written about the benefits of the Credit sector (see January 2012 article, Investing High Quality Portfolio in a Low Rate Environ-

forth by both the President and Congressional leadership over the past several years, but a clear end-game is not yet evident. The latest bipartisan proposal, titled Housing Finance Reform and Taxpayer Protection Act of 2013, was put forth by Republican Senator Bob Corker and **Democratic Senator Mark** Warner on June 25th of this year, but little progress has been made since. Both Fannie Mae and Freddie Mac remain an integral part of the mortgage market despite the impact the conservatorship status has had on



each. We do not anticipate any legislation gaining enough bipartisan support to wind down the Agencies over an intermediate time horizon (3-5 years).

At Chandler, we focus our investment process around three tenets: safety, liquidity, and yield, in that order. Many of our clients have investment mandates that require them to invest in securities that have a final maturity of less than five years. To illustrate the changing market dynamics, particularly in the Agency sector, we analyzed a time series of three high quality market indices in the 1-to-5 year maturity range to better illustrate how the market has evolved (see chart).

The Agency sector of the market has decreased materially, currently representing only 8.2% of the respective market benchmarks (as of 9/30/13) versus 23.0% on 12/31/08. The Credit component of the benchmark has held relatively stable, while the Treasury portion has increased from 51.6% of the benchmark as of 12/31/08 to 67.0% as of 9/30/13. Historically, investors have gravitatment and September 2012 article, Considerations for Moving Down in Corporate Credit Quality) and still find the overall yield benefit of the credit sector compelling, however, the focus of this article is concentrated on the Agency sector.

The team at Chandler broke down the components of the Agency 1-5 Year universe into two primary components, non-callable (bullet) versus callable issuance (see table on next page). We theorize that due to the insatiable demand for Agency securities coupled with the decreasing amount of supply, the Agency sector is able to issue securities that investors may be mispricing, particularly in the more complicated callable component of the market. The table does not incorporate all Agency issuance available, but rather the focus is only in the index eligible deals (minimum 250m in par). We acknowledge there is substantial issuance that does not meet the minimum index inclusion criteria however in practice we would also argue the smaller deal sizes negatively impact liquidity from an investor's perspective. Item No. A.5

AN INVESTOR'S PERSPECTIVE ON THE CONTRACTING AGENCY SECTOR (CONTINUED)

As of 9/30/13, the bullet component of the Agency universe was 76.1% versus 23.9% for the callable component, the highest amount of callable securities in the universe since 12/31/08, but below the 25.9% as of 12/31/07. Based on the data set provided, callable issuance has been on a modest upswing as we believe Agency issuers find the callable market attractively priced. In our view the Relative Comparison portion of the table provides some valuable insight investors need to be cognizant of. In six of the seven periods cited an OAS (Option Adjusted Spread) advantage is evident in the callable

- 12/31/10 Despite an effective yield advantage of 0.31%, the following year the callable universe underperformed the bullet universe by 0.949%.
- 9/30/13 The effective duration of the callable universe increased to 2.05 versus 1.37 at year end, highlighting the extension risk of the callable universe and implying investors heavily exposed to the callable sector were likely constrained to buy cheaper fixed income assets when the markets re-priced yields wider in the 3rd quarter of 2013.

BofA Merrill Lynch 1-5 Year Agency Indices	12/31/07	12/31/08	12/31/09	12/31/10	12/31/11	12/31/12	09/30/13
GVPB (1-5 bullet)							
#issues	194	298	315	280	262	238	237
Full Market Value	448,277	623,667	740,470	691,745	555,270	495,453	436,912
Effective Yield	3.71	1.59	1.59	0.94	0.61	0.44	0.72
OAS (vs govt)	54	81	19	13	26	7	12
Effective Duration	2.34	2.45	2.37	2.26	2.41	2.63	2.62
% total	74.1%	81.6%	77.6%	79.4%	78.1%	79.1%	76.1%
YTD return	7.814	8.628	2.528	3.536	2.617	1.522	(0.079)
	GVPC (1-5 non bull	et)				
# issues	316	265	350	363	338	315	335
Full Market Value	156,509	140,452	214,194	179,610	155,917	131,165	137,125
Effective Yield	3.84	1.85	1.67	1.25	0.74	0.46	0.83
OAS (vs govt)	64	107	69	23	38	5	15
Effective Duration	1.02	0.51	1.31	1.71	1.31	1.37	2.05
% total	25.9%	18.4%	22.4%	20.6%	21.9%	20.9%	23.9%
YTD return	6.001	4.836	2.136	1.238	1.668	0.845	(0.117)
Relative Comparison							
OAS Advantage (callable vs. bullets)	10	26	50	10	12	(2)	3
Effective Yield Advantage (callable vs. bullets)	0.13	0.26	0.08	0.31	0.13	0.02	0.11
YTD Return Advantage (callable vs. bullets)	(1.813)	(3.792)	(0.392)	(2.298)	(0.949)	(0.677)	(0.038)

Chandler is not advocating that a high quality portfolio have zero exposure to callable securities. In practice the team has had a difficult time identifying securities that are attractively priced relative to the potential extension risk embedded in a callable security and we think the data presented above supports that conclusion. Chandler continues to advocate well diversified portfolios by

Source: Bank of America Merrill Lynch Global Bond Indices

component and in all seven periods the callable component has a higher effective yield versus the bullet universe. Typically, a wider spread and greater yield would over time produce a total return advantage, but based on the index return data this is not the case in all seven periods cited. In all periods, the total return from the bullet universe is greater than the callable universe.

Other data in the table help us confirm that investors need to be especially vigilant in evaluating callable securities so as not to be susceptible to chronic underperformance versus bullet securities. We highlight a few data points of particular interest:

12/31/09 - Despite an OAS advantage of 50 basis points for callable securities the following year, the total return of the callable universe was 2.298% below that of the bullet universe.

sector, credit quality, and structure, and we caution investors about the negative implications due to the changing demand and supply dynamics of the Agency sector.

> William Dennehy II, CFA SVP, Portfolio Manager

Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility -* b__ble to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: 5 I decline due to economic conditions, especially during pt -152- ing interest rates. em No. A.

RISKS AND OTHER IMPORTANT CONSIDERATIONS

This report is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as an indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.



APPROVALS	6
BUDGET OFFICER	me
CITY ATTORNEY	8MB
CITY MANAGER	Q

Report to City Council

- TO: Mayor and City Council
- **FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer
- AGENDA DATE: November 12, 2013
- TITLE:PA09-0012 (PM 36162) PHASE I ACCEPT THE AGREEMENT
AND SECURITY FOR PUBLIC IMPROVEMENTS

RECOMMENDED ACTION

Recommendations:

- 1. Accept the Agreement and Security for Public Improvements for Moreno Knox, LLC.
- 2. Authorize the Mayor to execute the Agreement.
- 3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
- 4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

SUMMARY

This report recommends approval of the agreement by the City of Moreno Valley and Moreno Knox, LLC to construct the required public improvements that are within the project limits on the south side of Grove View Road between Indian Street and Perris Boulevard. The project is funded by Moreno Knox, LLC.

DISCUSSION

On July 12, 2012 the Planning Commission of the City of Moreno Valley approved project PA09-0012 (PM 36162) for the development of a 1,616,133 square foot warehouse distribution building on approximately 80 acres. Subsequent to the plot plan approval, a phasing plan (P13-098) was administratively approved for the construction of the warehouse building in two phases. Phase 1 consists of an 800,000 square foot – building on the eastern portion of the project site and Phase 2 consists of the remainder of the 1.6M square foot facility. The project is located at the south side of Grove View Road between Indian Street and Perris Boulevard. The conditions of approval of the project require the developer to construct public improvements along the project limits of each Phase.

The developer of this project has completed an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The street improvements include, but are not limited to: asphalt, base, curb, gutter, sidewalk, street lights, storm drain, catch basins, striping, signage, water, sewer, and relocation of power poles. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe.

Accompanying the agreement is Faithful Performance bond in the amount of \$1,270,500 and a Material and Labor bond in the amount of \$635,250 issued by Westchester Fire Insurance Company.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

NOTIFICATION

Publication of agenda.

ATTACHMENTS

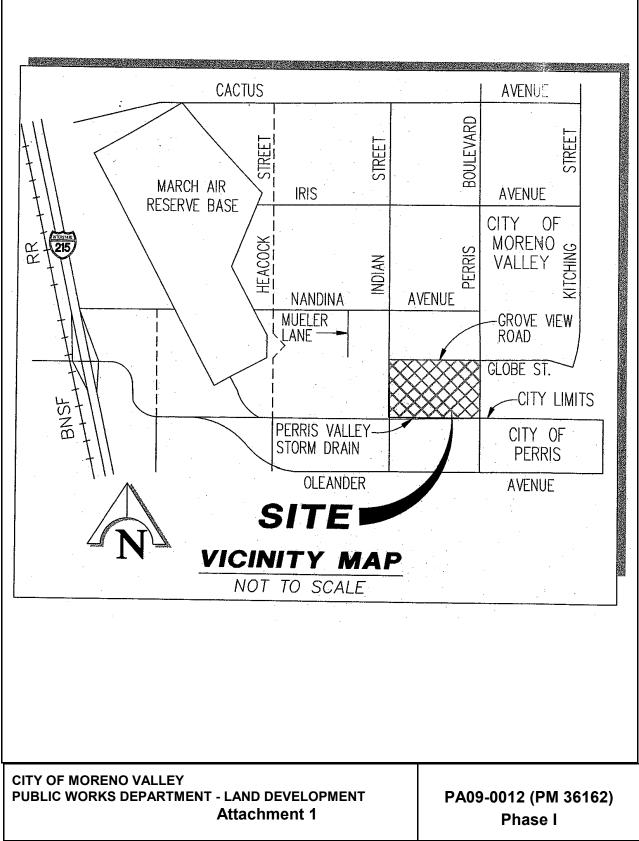
Attachment 1 – Vicinity Map Attachment 2 – Agreement for Public Improvements Attachment 3 – Faithful Performance Bond Attachment 4 – Material and Labor Bond

Item No. A.6

Page 3

Prepared By: Vince Giron Associate Engineer Department Head Approval: Ahmad R. Ansari, P.E. Public Works Director/City Engineer

Concurred By: Mark W. Sambito, P.E. Engineering Division Manager This page intentionally left blank.



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AGREEMENT FOR PUBLIC IMPROVEMENTS FOR PROJECT NO. <u>PA09-0012 (PM 36162) - Phase I</u>

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and <u>Moreno Knox, LLC</u>, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA09-0012 (PM 36162) - Phase I agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of <u>ONE MILLION TWO HUNDRED SEVENTY THOUSAND</u> <u>FIVE HUNDRED AND NO/100</u> Dollars (<u>***\$1,270,500.00***</u>). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of <u>SIX HUNDRED THRITY-FIVE THOUSAND TWO</u> <u>HUNDRED FIFTY AND NO/100</u> Dollars (***\$635,250.00***). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Upon entering the warranty period, the City shall retain ten percent of the original faithful performance security. Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney.

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which

the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to

substitute the form of security in accordance with the City's Municipal Code at any time during the term of this agreement, subject to approval by the City Engineer and City Attorney.

THIRD: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FIFTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

SIXTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SEVENTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

EIGHTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

Item No. A.6

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>City:</u> City Engineer P.O. Box 88005 14177 Frederick Moreno Valley, CA 92552-0805 **Developer:**

Moreno Knox, LLC 18802 Bardeen Avenue Irvine, CA 92612

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City:

Moreno Knox, LLC: Developer UU BY: Signature

PATRICK RUGGELL

Print/Type Name

ANTHORIZED PERGON Title DEREK SCOTT

Print/Type Name

ANTHORIZED PERSON

Title

ATTEST: CITY CLERK

OF THE CITY OF MORENO VALLEY

By:

City Clerk

(SEAL)

CITY OF MORENO VALLEY

By:

Mayor

APPROVED AS TO FORM: CITY ATTORNEY

Date: _____

By:

City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

ltem #5907

County of <u>ORANGE</u> On <u>OCTOBER 23,20</u> B before me, <u>CHR</u> personally appeared <u>PATRICK RU</u>	} 25TINA Sowers, Notary Relic Here Insert Name and Title of the Officer
On OCTUBER 23, 2013 before me, CHR	35TINA Souteks, Notary Relic
On <u>OCTOBER 23, 2013</u> before me, <u>CHA</u> personally appeared <u>PATRICK RU</u>	ISTINA DOUBRS, NOTARY FUBLIC Here Insert Name and Title of the Officer
personally appeared <u>PATRICK RU</u>	
	SSELL, AUTHORIZED PERSON Name(s) of Signer(s)
CHRISTINA A. SOWERS Commission # 2040926 Notary Public - Celifornia Orange County My Comm. Expires Sep 9, 2017	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(tes), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
Place Notary Seal Above	Signature:
	ONAL
and could prevent fraudulent removal a	nd reattachment of this form to another document.
Description of Attached Document	ASPENENT FOR RAIC MPROVEMENTS
<u> </u>	
Document Date: <u>OCTOBER 23, 2013</u>	
Signer(s) Other Than Named Above: <u>1) EREK</u>	SCOTI, AUTHORIZED PERSON
Signer's Name: ATRICY RUCES	Signer's Name:
Corporate Officer - Title(s) A JTLA 200 ba	\sim Signer S Name. \sim
Partner — Limited General Top of thumb her	e Dertner – Limited Defeneral Top of thumb box
□ Attorney in Fact	Attorney in Fact
□ Trustee	
Guardian or Conservator	Guardian or Conservator
☐ Other:	□ Other:
Signer Is Representing:	Signer's Name:

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of DRANGE	}
On October 23, 2013 before me, (HRISTINA SOWERS, NOTARY RUBUC
personally appeared DEREK Sc	Name(s) of Signer(s)
CHRISTINA A. SOWERS Commission # 2040926 Notary Public - California Orange County My Comm. Expires Sep 9, 2017	who proved to me on the basis of satisfactor evidence to be the person(s) whose name(s) is/a subscribed to the within instrument and acknowledge to me that he/she/they executed the same his/her/their authorized capacity(ies), and that the his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoin paragraph is true and correct.
	WITNESS my hand and official seal.
Place Notary Seal Above	Signature: <u>JUHOUM AUX-XUMUU</u> Signature of Notary Public
Though the information below is not required	PTIONAL
Description of Attached Document	oval and reattachment of this form to another document. Λ
A	EY, AGREANENT FOR RUBLIC MPROVEMENTS
Document Date: <u>OTOBER 23, 201</u> Signer(s) Other Than Named Above: PADG	3Number of Pages: UCK RUSSEL, AUTTORIZED PERSON
Capacity(ies) Claimed by Signer(s)	ich iussell, numonized ierson
Signer's Name: DEREK SCOTTA	Signer's Name:
	OGRSCN □ Corporate Officer — Title(s): MBPRINT □ Individual RIGHT THUMBPRIN
Individual Individual Partner — Limited General Top of thu	
Attorney in Fact	□ Attorney in Fact
Guardian or Conservator Other:	Guardian or Conservator Other:
Signer Is Representing:	Signer Is Representing:
 	L

Item No. A.6

ADDITIONAL SIGNATURE PAGE TO AGREEMENT FOR PUBLIC IMPROVEMENTS FOR PROJECT NO. <u>PA09-0012 (PM 36162) – Phase I</u>

MORENO KNOX, LLC A Delaware limited liability company

- By: SRG Moreno Knox, L.P., a California limited partnership Its: Managing Member
 - By: Regis Contractors, Inc., a California corporation
 - Its: General Partner

By:

Name: Derek Scott Title: Vice President / Assistant Secretary

una C. By:

Name: Patrick Russell Title: Vice President

sf-2505480



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	1
	}
County of <u>ORANGE</u>	
On OCTOBER 24, 2013 before me, (HRISTINA SOUTHES NOTARY KUBLIC
personally appeared	
	who proved to me on the basis of satisfactor evidence to be the person(s) whose name(s) is/as
	subscribed to the within instrument and acknowledge
	to me that <u>he/she/they</u> executed the same in <u>his/hev/their</u> authorized capacity(ies), and that b
CHRISTINA A. SOWERS	his/her/their signature(s) on the instrument the
Commission # 2040926 Notary Public - California	person(s), or the entity upon behalf of which th person(s) acted, executed the instrument.
Orange County My Comm. Expires Sep 9, 2017	I certify under PENALTY OF PERJURY under th
	laws of the State of California that the foregoin paragraph is true and correct.
	WITNESS my hand and official seal.
	hrette all along
Place Notary Seal Above	Signature: Signature Signature of Notary Public
Though the information below is not requir	OPTIONAL ed by law, it may prove valuable to persons relying on the document
Description of Attached Document	moval and reattachment of this form to another document.
Title or Type of Document: AGREEMEN	UT FOR RELIC MPROVEMENTS
Document Date: OCTOBER R4, 2	
Signer(s) Other Than Named Above: FA	TRICK RUSSELL, VICE PRESIDENT
Capacity(ies) Claimed by Signer(s)	
Signer's Name: DEKEK SCOTT	Signer's Name:
Corporate Officer - Title(s): VICEREE	ASSTSC Corporate Officer — Title(s):
OFS	HUMBPRINT Individual RIGHT THUMBPRINT SIGNER OF SIGNER
,	humb here Partner - Limited General Top of thumb here
Attorney in Fact	Attorney in Fact
Trustee Guardian or Conservator	□ Trustee □ Guardian or Conservator
Other:	
Cignor io Dopressenting:	
Signer Is Representing:	Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Item #5907

State of California	
State of Gamornia	ļ
County of	∫
On OctoBex 24, 2013 before me, CHKIS	TINA SOURS NOTARY FUBLIC, Here Insert Name and Title of the Officer
personally appeared	U. VICE PRESIDENT
	 Name(s) of Signer(s)
CHRISTINA A. SOWERS Commission # 2040926 Notary Public - California Orange County My Comm. Expires Sep 9, 2017	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/sbe/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	WITNESS'my hand and official seal.
Place Notary Seal Above	Signature:
Though the information below is not required by law, and could prevent fraudulent removal and	NAL
Description of Attached Document	
Title or Type of Document: AGREENED FOR	ABLIC WRONEMENTS
Document Date: OCTOBER 24, 2013	Number of Pages:
Signer(s) Other Than Named Above: DEREK	SCOTT VICERESIDENT-ASSIST. SEC.
Capacity(ies) Claimed by Signer(s)	
Signer's Name: ATR/K RUSSEL	Signer's Name:
Corporate Officer - Title(s): VICERESIDENT	Corporate Officer - Title(s):
Individual RIGHT THUMBPRINT OF SIGNER	□ Individual BIGHT THUMBPRINT OF SIGNER
Partner — Limited General Top of thumb here	Partner — Limited General Top of thumb here
Attorney in Fact	C Attorney in Fact
Trustee	
Guardian or Conservator	Guardian or Conservator
Other:	□ Other:
Signer Is Representing:	Signer Is Representing:
	ـــــــــــــــــــــــــــــــــــــ

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		XHIBIT "A" EER'S ESTIMATE		· · · ·	Sheet 1 of 8
PROJECT:	PA09-0004 / PA09-0012 PM 36162	PUBLIC PAVEMI	ENT SECTIONS	DATE: PREPARED BY:	10/09/13 Vince Giron
TYPE	Sares-Regis / Phase 1		QUANTITY UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Roadway Excavation	Non IUMP		0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C Street 1	0	Thickness (ft.)			•
	0	S.F.	0 Ton 0 C.Y.	80.00 29.00	
Coadway Excavation	0	Thickness (ft.)		29.00	ŭ
"D. Gidss II - Sileet Z	ŭ	S.F.	0 Ton	33.00	0
.C Street 2	Ó	Thickness (ft.)			
	÷. О.	S.F.	0 Ton	80.00	
loadway Excavation	· · · · ·		0 C.Y.	29.00	0
.B. Class II - Street 3		Thickness (ft.)	0 Ton	33.00	0
.C Street 3	0	S.F. Thickness (ft.)	0 100	00.00	
	0	S.F.	0 Ton	80.00	. 0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 4		Thickness (ft.)			-
	0	S.F.	0 Ton	33.00	. 0
A.C Street 4	0	Thickness (ft.) S.F.	0 Ton	80.00	0
	· · · · · · · · · · · · · · · · · · ·	J.I.,	0 101	55.00	v
Street Work - DIF					
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)	• •		. 0
C Strand 4	0 0	S.F. Thickness (ft.)	0 Ton	33.00	U
A.C Street 1	U O	S.F.	0 Ton	80.00	0
Roadway Excavation		•	0 C.Y.	29.00	
A.B. Class II - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C Street 2	0	Thickness (ft.)	0 Ton	80.00	0
Roadway Excavation	0	S.F.	0 C.Y.	29.00	
A.B. Class II - Street 3		Thickness (ft.)			
1.D. 01000 // 010010	0	S.F.	0 Ton	33.00	0
A.C Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00 29.00	
Roadway Excavation		Thickness (ft.)	0 C.Y.	29.00	U U
A.B. Class II - Street 4	O	S.F.	0 Ton	33.00	0
A.C Street 4	Õ	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	• 0
Street Work - TUMF				•	_
Roadway Excavation		Thisles - + + // *	0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.) S.F.	0 Ton	33.00	0
A.C Street 1	0	S.F. Thickness (ft.)	0.101	55.00	v
	ŏ	S.F.	0 Ton	80.00	
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 2		Thickness (ft.)	а т	33 64	. 0
0 01	Û	S.F. Thickness (ff.)	0 Ton	33.00	, U
A.C Street 2	0. 0	Thickness (ft.) S.F.	0 Ton	80.00) O
Roadway Excavation	A 14 1		0 C.Y.	29.00	
A.B. Class II - Street 3	s altra a solo	Thickness (ft.)			
	0	S.F.	0 Ton	33.00) 0
A.C Street 3	Q	Thickness (ft.)	A T	00.00	0
	0	S.F.	0 Ton 0 C.Y.	80.00 29.00	
Roadway Excavation A.B. Class II - Street 4	u	Thickness (ft.)		20.00	. u
1.0. Glass II - Gueel 4	0	S.F.	0 Ton	33.00) 0
A.C Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00 CURTOTAL	
	0	S.F.	0 Ion	SUBTOTAL	

10/15/13 1/86

Item No. A.6

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-167-

10/15/13 VBG

		XHIBIT "A" EER'S ESTIMATE		Sheet 2 of 8
PROJECT:	PA09-0004 / PA09-0012		DATE: PREPARED BY:	10/09/13 Vince Giron
-	PM 36162 Sares-Regis / Phase 1			TOTAL
TYPE		QUANTITY UN	T UNIT PRICE	TOTAL
Offsite Street Wo	rk			
Pavement	•	0 S.F	. 3.25	
Grind & Pave 0.15 A.C. Cap/Overlay		0 Tor	-	
	i on \$150/Ton Type II)	0 S.Y		
Paving Fabric		0 S.Y		
Sawcut		1186 L.F.		
Utility Trench		16 L.F.		
Trench Repaving		3016 S.F		
Redwood Header		0 L.F 0 L.F		
A.C. Berm - 6" A.C. Berm - 8"		0 L.F		
Adjust M.H. to Gra	de			
Adjust Water Valv		0 EA.	400.00	
	e Existing Pavement & Base	2680 SF	3.00	
Remove Existing (Curb & Gutter	714 L.F	. 12.00	8,56
Concrete		0.01	6 50	
P.C.C. Paving - 6"		0 S.F 0 S.F		
P.C.C. Paving - 8" Curb and Gutter -		0 L.F		
Curb and Gutter -		0 LF		
	8" (DIF Street Name)	0 L.F		
	8" (TUMF Street Name)	0 L.F	. 30.00	
Curb Only - 6"	•	0 L.F		
Curb Only - 8"		849 L.F		
Curb Only - 8" (DI		0 L.F		
Curb Only - 8" (TL	JMF Street Name)	0 L.F 0 L.F		
A.C. Curb 6"		0 L.F		
A.C. Curb 8" Cross Gutter and	Spandrel	1525 S.F		
Sidewalk	opanorei	13690 S.F		
Sidewalk (DIF Stre	eet Name)	0 S.F	. 7.00	
Sidewalk (TUMF S		0 S.F		
Median Stamped	Concrete	320 S.F		
Driveway Approac		0 S.F		
Driveway Approac		4980 S.F 2 EA		
Wheelchair Ramp		2 EA 0 S.F		
Alley Approach - 8 1/2 Alley Apron	3 "	0 S.F		
Barricade		0 L.F		
Bus Bay		1 EA	. 15,000.00	15,00
Miscellaneous				
Relocate Power P		0 EA		
	oles (DIF Street Name)	0 EA 0 AC	· ·	
Erosion Control Walls - Masonry: (S' Maximum	0 L.F		
Walls - Retaining:		0 L.F		
Reinforced P.C.C		0 C.1		
			SUBTOTAL	228,63
			00010112	,-
Traffic Improven Traffic Striping/rai	ients (Plan Checked by Trans. sed pavement markers	Eng. Staff/inspected by LDD Staff) 1 L.S	. 350	0 3,50
	IF Street -Perris Blvd)	0 L.S		-
Street Name Sign		1 EA		
Stop Sign		0 EA		
Signs and Posts		0 EA		
	DIF Street -Perris Blvd)	0 EA 0 EA		
Street Sweeping Street Sweeping		0 EA		
Traffic Control	11ho r' 11ho u	0 L.S	 A second state of a second seco	
Traffic Control (DI	F Street Name)	0:1.5		
Traffic Signal PB-		0 EA		
Metal Guard Rail		, Q L.F	90.00)
			SUBTOTAL	.: 4,0
	Work Only (Not Plan Checked	but inspected)		
Undergrounding of		1040 L.F 0 EA		
Cluster Mail Boxe		0 EA 0 EA		
Relocate Mailbox Relocate Cluster		0 EA		
Monuments	IT SHOULD BE S	0 EA		
Relocate Trees		0 EA)
			SUBTOTAL	.: 211,1
			SUBTUTAL	

Item No. A.6

10/15/13 V **B** G

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		EXHIBIT "A"		Sheet 3 of 8
PROJECT:	PA09-0004 / PA09-0012 PM 36162	ENGINEER'S ESTIMATE	DATE: PREPARED BY: ED)	10/09/13 Vince Giron
TYPE	Sares-Regis / Phase 1	QUANTITY UNIT	UNIT PRICE	TOTAL
	kways juivalent (9,500 Lumens) juivalent (22,000 Lumens) juivalent ivalent	0 S.F. 0 S.F. 0 EA. 11 EA. 0 EA. 0 EA. 0 EA.	6.00 6.00 5,000.00 6,000.00 6,000.00 5,000.00 5,000.00	0 0 66,000 0 0 0
		SPECIAL DIST	RICTS SUBTOTAL:	66,000
<i>Moreno Valley Ut</i> Electrical Utility Inf		0 L.S.	50.00 MVU SUBTOTAL:	0 : 0
Water Quality Ba	sin			_
Landscaping Filtration Devices Access Ramp PC Low-Flow Pipe Sy Headwalls Outlets Risers Forebay PCC Toe of slope prote	stem	0 S.F. 0 EA 0 S.F. 0 L.F. 0 EA 0 EA 0 EA 0 S.F. 0 S.F.	6.00 0.00 0.00 0.00 0.00 0.00 0.00 20.00	0 0 0 0
			WQB SUBTOTAL:	: 0
Traffic Signal New Traffic Signal Mod	(Interconnect, Controller, Softwa	1 L.S. 0 L.F.	272,000.00 50,000.00 30.00 FATION SUBTOTAL	50,000 . 0

EVENDIT

•		EXHIBIT "A"			Sheet 4 of 8
PROJECT:	PA09-0004 / PA09-0012	ENGINEER'S ESTIM	AIE	DATE: PREPARED BY:	10/09/13 Vince Giron
1100201	PM 36162	PUBLIC STORM DR	AIN SYSTEM		
TYPE	Sares-Regis / Phase 1	(QUANTITY UNIT	UNIT PRICE	TOTAL
Pipe					
12" Reinforced Conc	rete Pipe		0 L.F.	130.00	0
18" Reinforced Conc	-		0 L.F.	140.00	0
24" Reinforced Conc			16 L.F.	160.00	2,560 0
24" Reinforced Conc 30" Reinforced Conc	rete Pipe (DIF Street Name)		0 L.F. 0 L.F.	160.00 180.00	0
36" Reinforced Conc			0 L.F.	190.00	0
39" Reinforced Conc			0 L.F.	200.00	0
42" Reinforced Conc			0 L.F. 0 L.F.	210.00 250.00	0 0
48" Reinforced Conc 54" Reinforced Conc			0 L.F. 0 L.F.	300.00	0
60" Reinforced Conc			0 L.F.	350.00	0
66" Reinforced Conc			0 L.F.	375.00	0
72" Reinforced Conc	•		0 L.F. 0 L.F.	414.00 459.00	0
78" Reinforced Conc 84" Reinforced Conc			0 L.F. 0 L.F.	505.00	õ
90" Reinforced Conc			0 L.F.	557.00	0
96" Reinforced Conc	rete Pipe		0 L.F.	613.00	0
102" Reinforced Con			0 L.F. 0 L.F.	671.00 724.00	0
108" Reinforced Con 114" Reinforced Con	•		0 L.F.	724.00	ŏ
12" HDPE	loiete ripe		0 L.F.	45.00	0
18" HDPE			0 L.F.	50.00	<u>"0</u>
24" HDPE			0 L.F. 0 L.F.	55.00 60.00	0
30" HDPE 36" HDPE			0 L.F.	70.00	ő
42" HDPE			0.L.F.	80.00	
48" HDPE			0 L.F.	90.00	0
54" HDPE			0 L.F. 0 L.F.	125.00 140.00	
60" HDPE 4" PVC SCH. 40			0 L.F.	25.00	
4" PVC SCH. 40 4" PVC SCH. 80			0 L.F.	30.00	0
6" PVC SCH. 40			0 L.F.	30.00	
6" PVC SCH. 80			0 L.F.	35.00 40.00	
8" PVC SCH, 40 8" PVC SCH, 80			0 L.F. 0 L.F.	48.00	
Reinforced Concrete	Structure		0 C.Y.		0
8' X 10' Reinforced C			0 C.Y.		
8' X 12' Reinforced C			0 C.Y. 0 L.F.	1400.00 840.00	
2 - 72" Reinforced C 3 - 4' X 2' Reinforced			0 L.F.	461.00	6
3*4 X 2 Nettionec	ounder pe		0	0.00	
Manholes			0 EA.	5000.00	0
Manhole No. 1 Manhole No. 2			0 EA.	7200.00	
Manhole No. 3			0 EA.	8500.00	
Manhole No. 4			0 EA.	10000.00	
			0	0.00	· U
Catch Basins			0 EA.	3100.00	0
Catch Basin (3.5') Catch Basin (7')			1 EA.	5500.00	
Catch Basin (10')			0 EA.	6000.00	-
Catch Basin (14')			0 EA.	8000.00	_
Catch Basin (21')			0 EA. 1 EA.	12500.00 535.00	
Local Depressions Catch Basin (3.5') (D	DIF Street Name)		0.EA.	3100.00	0
Catch Basin (7') (Dif			0 EA.	5500.00	
Catch Basin (10') DI			0 EA.	6000.00	
Catch Basin (14') (D			0 EA. 0 EA.	8000.00 12500.00	_
Catch Basin (21') (D Local Depressions (0 EA.	535.00	0
24" X 24" Grate bas			0 EA.	2500.00	-
18" X 18" Grate Bas			0 EA.	2100.00	_
6" Wide Strip Basin	Cotch Basin		0 EA. 0 EA.	3000.00 5000.00	
Removal/Relocation Grated Catch Basin			0 EA.	6000.00) 0
Headwall			0 EA.	5500.0	0 0

Item No. A.6

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10/15/13 1/BG

PROJECT:	PA09-0004 / PA09-0012 PM 36162 Sares-Regis / Phase 1	EXHIBIT "A" ENGINEER'S ESTIMATE PUBLIC STORM DRAIN SYSTEM (CO	DATE: PREPARED BY: DNTINUED}	Sheet 5 of 8 10/09/13 Vince Giron	
TYPE	oareastegia / nuae r	QUANTITY UNIT	UNIT PRICE	TOTAL	
Structures Transition Structure Junction Structure Type IX Inlet Structu Inlet Structure (drop Outlet Structure Concrete Collar (to 4 Headwall Concrete Collar (Gra Modified Junction St End Cap	ire) 48") ater than 48")	0 EA. 0 EA. 0 EA. 0 EA. 0 EA. 0 EA. 0 EA. 0 EA. 0 EA. 0 EA.	5500.00 6500.00 2500.00 4000.00 8000.00 3000.00 5500.00 5000.00 15000.00 1000.00		0 0 0 0 0 0 0 0 0
Drains Terrace Drain Down Drain Parkway Drain Under Sidewalk Curb Outlet "V" Gutter		0 S.F. 0 S.F. 0 EA. 0 EA. 0 EA. 0 S.F. 0	10.00 10.00 3500.00 600.00 250.00 10.00 000	r K	0 0 0 0 0 0
Miscellaneous Rip Rap Concrete Pipe Slope Manhole Shaft Access Opening	e Anchor	0 TON 0 EA. 0	60.00 2500.00 6000.00 15000		0 0 0

SUBTOTAL:

8,595

10/15/13 VBG

Item No. A.6

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		EXHIBIT "A" ENGINEER'S ESTIMATE		Sheet 6 of 8
PROJECT:	PA09-0004 / PA09-0012		DATE: PREPARED BY:	10/09/13 Vince Giron
	PM 36162	PUBLIC WATER SYSTEMS		
TYPE	Sares-Regis / Phase 1	QUANTITY UNIT	UNIT PRICE	TOTAL
ipes - Water System	l .			
" PVC C-900		0 L.F.	25.00	
" PVC C-900		0 L.F.	30.00	
" PVC C-900		0 L.F.	35.00	
0" PVC C-900		0 L.F.	40.00	
2" PVC C-900		1390 L.F. 0 L.F.	60.00 90.00	
6" PVC C-900		0 L.F.	135.00	
8" PVC C-900 0" PVC C-900		0 L.F.	180.00	
0 1 10 0-300		0 L.F.	0.00	
alves - Water Syste	m			
" Gate Valve		0 EA.	715.00	
6" Gate Valve		0 EA.	830.00	
3" Gate Valve		0 EA.	1,340.00	
0" Gate Valve		0 EA.	1,500.00	
2" Gate Valve		7 EA.	2,300.00	16,10
6" Gate Valve		0 EA.	6,270.00	
8" Gate Valve		0 EA.	14,300.00	
" Butterfly Valve		0 EA.	330.00 520.00	
" Butterfly Valve		0 EA. 0 EA.	990.00	
" Butterfly Valve		0 EA.	1,200.00	
0" Butterfly Valve 2" Butterfly Valve		0 EA.	1,800.00	
6" Butterfly Valve		O EA.	2,700.00	
8" Butterfly Valve		0 EA.	2,800.00	
0" Butterfly Valve		0 EA.	4,200.00	
4" Butterily Valve		0 EA.	5,200.00	÷
" Air Vac Release		0 EA.	2,400.00	
" Air Vac Release		0 EA.	4,000.00	
" Backflow Preventor	Pad & Cover	2 EA.	4,300.00	8,60
" Blow Off		0 EA.	3,500.00	
Blow Off		0 EA.	4,000,00	
· · · · · · · · · · · · · · · · · · ·		• 0 .	0.00	
Fire Hydrants - Water		2 EA.	4,000.00	8,00
6" Standard Fire Hydr 6" Super Fire Hydrant		0 EA.	4,500.00	
		0	0.00	
Services Connection	5	0 EA.	800.00	
" Service w/ 5/8" Sen	lice	0 EA.	2,000.00	
1/2" Service	noc	1 EA.	1,100.00	1,10
" Service		1 EA.	1,600.00	1,60
		0	0.00	
- ittings - Water System	əm			
/lisc. Fittings 4"		0	120.00	
lisc. Fittings 6"		0	160.00	
lisc. Fittings 8"		0	. 200.00	
Misc. Fittings 10"		0 5	240.00 750.00	3,75
lisc. Fittings 12"		0	0.00	
Vater Meters - Water	System			
/8" Meter	-	0	230.00	
" Meter		0	320.00	
1/2" Meter		1	420.00	
" Meter		1	525.00 0.00	
		•		
lot Tap Connection: " Hot Tap	s - water System	1.EA.	1,750.00	1,75
" Hot Tap " Hot Tap		0 EA.	2,200.00	
2" Hot Tap		0 EA.	3,150.00	
tot Tap Service Clam	þ	0 EA.	1,000.00	
Vater Service		0 EA.	330.00	
•		0	0.00	
liscellaneous - Wat	er System		100.00	
		0 CY 0 L.F.	150.00 300.00	
fhrust Block				
lack & Bore				
lack & Bore loint at Existing 8"	ov to Grade	0:EA.	650,00	
ack & Bore oint at Existing 8" djust Water Meter Bo		0 EA. 0 EA.	650.00 235.00	
ack & Bore oint at Existing 8"		0 EA. 0 EA.	650,00	

Item No. A.6

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10/15/13 VBG

		EXHIBIT "A" ENGINEER'S ESTIMATE		Sheet 7 of 8
		ENGINEER SESTIMATE	DATE:	10/09/13
PROJECT:	PA09-0004 / PA09-0012		PREPARED BY:	Vince Giron
1100201.	PM 36162	PUBLIC SEWER SYSTEMS		
	Sares-Regis / Phase 1			
TYPE		QUANTITY UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe		0 L.F.	25.00	0
6" V.C. Pipe		186 L.F.	40.00	7,440
8" V.C. Pipe		0 L.F.	55.00	
10" V.C. Pipe		0 L.F.	60.00	
12" V.C. Pipe		0 L.F.	70,00	0
15" V.C. Pipe		0 L.F.	80.00	o
18" V.C. Pipe		0 L.F.	160.00	
21" V.C. Pipe		0 L.F.	180.00	
		0 L.F.	195.00	
24" V.C. Pipe		0 L.F.	215.00	
27" V.C. Pipe		0 L.F. 0 L.F.	235.00	
30" V.C. Pipe		0 L.F.	280.00	=
33" V.C. Pipe		0 L.F.	300.00	
36" V.C. Pipe		0 L.F.	25.00	
4" SDR - 35				
6" SDR - 35		0 L.F.	30.00	-
8" SDR - 35		0 L.F.	35.00	-
10" SDR - 35		0 L.F.	45.00	
12" SDR - 35		0 L.F.	54.00	
15" SDR - 35		0 L.F.	90.00	
Concrete Encasement		0 L.F.	20.00	
at when where t		0	0.00	. O
Cleans Outs - Sewer	System			
Clean-outs		2 EA.	730.00	1,460
Clean Out Lateral		0 EA.	200.00	0
Cical Du Eulora		0	0.00	0
Manholes - Sewer Sy	rtam			
Standard Manhole 48"	steni	0 EA.	3,140.00	0
Standard Manhole 48"	Extra Denth	0 EA.	3,500.00	
Standard Manhole 60"	Exita Depin	0 EA.	4,500.00	
Shallow Manhole		0 EA.	3,300.00	
•	do	0 EA.	630.00	
Adjust Manhole to Gra		0 EA.	2,100.00	
Tie Into Existing Manho		0 EA.	1,500.00	
Rechannel Existing Ma		0 EA.	1,500.00	-
Join Existing 8" Pipe Join Existing 12" Pipe		0 EA.	2,000.00	
		0 S.F.	14.00	
Pavement around MH		0	0.00	
Minnellencoup Same	ar Suctom			
Miscelleneous - Sew	a ayaran	2 EA.	90.00	180
Wyes		2 EA. 0 L.F.	1.20	
TV Sewer		0 L.F. 0 S.F.	5.00	
Trench Paving		930 S.F.	3.00	
Pavement Replaceme	ពេ	950 S.F.	3,00	2,750
			SUBTOTAL	.: 11,870

10/15/13 VBG

Item No. A.6

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1º/15/13 UBG

CITY OF MORENO VALLEY PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION BOND COMPUTATION SHEET

PROJECT:

PA09-0004 / PA09-0012 PM 36162

Sares-Regis / Phase 1	DATE:	10/09/13
	PREPARED BY:	Vince Giron

IMPROVEMENT TYPE:

PAVEMENT SECTIO OFFSITE STREET V SPECIAL DISTRICT MORENO VALLEY L WATER QUALITY B TRANSPORTATION STORM DRAIN SYS WATER SYSTEM SEWER SYSTEM TRAFFIC IMPROVE MONUMENTS/OTHE	VORK : S : JTILITIES : ASIN : ENGINEERING : ITEM : MENTS :	\$0 \$228,639 \$66,000 \$0 \$50,000 \$8,595 \$125,245 \$11,870 \$4,000 \$211,120
	TOTAL COST (VALUE) OF IMPROVEMENTS:	\$705,469
	+20% CONTINGENCY:	\$141,094
	SUBTOTAL:	\$846,563
	RMANCE SECURITY AMOUNT:	\$847,000
FAITHFUL PERFUR		\$423,500
	+ADDITIONAL 50% CONTINGENCY**	\$423,300
	GRAND TOTAL:	\$1,270,500
LABOR & MATERI	AL SECURITY AMOUNT*:	\$423,500
	+ADDITIONAL 50% CONTINGENCY**	\$211,750
	GRAND TOTAL:	\$635,250

*The cost for securing payment of Labor and Materials is fifty (50) percent of the total cost estimate of the improvements. **Additional 50% required when street improvement plans have not yet been approved.

Item No. A.6

FAITHFUL PERFORMANCE BOND

City of Moreno Valley County of Riverside State of California (Government Code Section 66499.1)

Public Improvements \$1,270,500	Project No. <u>PA09-0012 (PM 36162) - Phase I</u>
Bond No. K08922172	Premium\$19,058.00/lyr
Surety Westchester Fire Insurance Company	Principal Moreno Knox, LLC
Address 9200 Oakdale Avenue 8th Floor	Address 18802 Bardeen Avenue
City/Zip Chatsworth, CA 91311	City/ZipIrvine, CA_92612

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and <u>Moreno Knox, LLC,</u> (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to <u>PA09-0012 (PM 36162) – Phase 1</u>, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and <u>Westchester Fire Insurance Company</u>, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of <u>ONE MILLION TWO HUNDRED</u> <u>SEVENTY THOUSAND FIVE HUNDRED AND NO/100</u> Dollars (***\$1,270,500.00***), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FAITHFUL PERFORMANCE BOND (Page 2 of 2) PROJECT NO. <u>PA09-0012 (PM 36162) – Phase 1</u>

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____October_24th_____, 20_13___

NAME OF PRINCIPAL:	Moreno Knox, LLC	
AUTHORIZED SIGNATU	<u>(See attached</u> Name	d signature block) Title
	Name	Title
NAME OF SURETY:	Westchester Fire Insur Company Name	ance Company
AUTHORIZED SIGNATU	Rosa E. Rivas,	ITS ATTORNEY-IN-FACT
ATTACH NOTARIAL ACKNO BOND COMPANY – ATTACH	WLEDGMENT OF SIGNATURE OF PR POWER OF ATTORNEY	Approved as to form:
		Date:
		City Attorney City of Moreno Valley
W:\LandDev\MANAGEMENT ASSIS1	ANTVAgreement Bond Packets\Boiler - Falthful Pe	normance Bond DOC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
a -	
County of ORANGE	
On OCTORER 24, 2013 before me, (HRISTINA SOUPRS, NOTARY KIBLIC
personally appeared PATRICK RU	SELL, VICE PRESIDENT
personally appealed <u>TATRICK NE</u>	Name(s) of Signer(s)
	who proved to me on the basis of satisfactor
	evidence to be the person(s) whose name(s) is/are
	subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
	his/her/their authorized capacity(les), and that by
	his/her/their signature(s) on the instrument the
CHRISTINA A. SOWERS Commission # 2040926	person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Notary Public - California Orange County	
My Comm. Expires Sep 9, 2017	I certify under PENALTY OF PERJURY under the
	laws of the State of California that the foregoing
	paragraph is true and correct.
	WITNESS my hand and official seal.
	AA
-	Signature: ////////////////////////////////////
Place Notary Seal Above O	PTIONAL Signature of Notary Public
Though the information below is not required and could prevent fraudulent remo	l by law, it may prove valuable to persons relying on the document oval and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: HATTHFUL TE	RFORMANCE BOND
Document Date: OCDBBR 242013	Number of Pages: <u>3</u>
Signer(s) Other Than Named Above:	REK SCOTT VICEPRENDENT-ASSIST. SEC.
Capacity(ies) Claimed by Signer(s))
Signer's Name: HATRICK RUSSELL	Signer's Name:
Corporate Officer — Title(s): VICE RE	
Individual RIGHT THU	
Partner — Limited General Top of thu	mb here Partner - Limited General Top of thumb here
Attorney in Fact Trustee	□ Attorney in Fact
Guardian or Conservator	Trustee Guardian or Conservator
Other:	Other:
Signer Is Representing:	Signer Is Representing:

Item No. A.6

Bond No K08922172 Faithful Performance Bond

MORENO KNOX, LLC A Delaware limited liability company

- By: SRG Moreno Knox, L.P., a California limited partnership Its: Managing Member
 - s, managing monitori
 - By: Regis Contractors, Inc., a California corporation Its: General Partner

General Partner By: Name: DENT VICE Title: ASSISTANT SECRETARY

67: Name PATRICK RUGGELL

VILE PRESIDENT Title:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	٦
County of Orange	{
On <u>10/24/13</u> before me, <u>Jonathan C</u>	Proctor, Notary Public Here Insert Name and Title of the Officer
personally appeared Rosa E. Rivas	Name(s) of Signer(s)
JONATHAN C. PROCTOR Commission # 1995645 Notary Public - California Orange County My Comm. Expires Oct 27, 2016	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in hic/her/their authorized capacity(lec), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Place Notary Seal Above	Signature Signature Public
	FIONAL it may prove valuable to persons relying on the document reattachment of this form to another document.
	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Partner — Limited General
200000000000000000000000000000000000000	<u>,61,61,61,61,61,61,61,61,61,61,61,61,61,</u>

Item No. A.6

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of ORANGE	}
	<u>Cuarton Constantino a</u>
On <u>OCTOBER 24, 203</u> before me, <u>(</u>	
personally appeared DEREKS	SCOTT, VICE PRESIDENT-ASSISTANT SECRETA Name(s) of Signer(s)
CHRISTINA A. SOWERS Commission # 2040926 Notary Public - California Orange County My Comm. Expires Sep 9, 20	<u>his/new/thewr signature(s)</u> on the instrument the person(s), or the entity upon behalf of which the person(s).
	Signature: Marina A-NOWUS
	OPTIONAL
Though the information below is not requir and could prevent fraudulent re	red by law, it may prove valuable to persons relying on the document moval and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: TATTHEUL TE	~
Document Date: OCTOBER 24, 20	
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	
Signer's Name: DEREK SCOTT	Signer's Name:
Corporate Officer – Title(s): VP, Ass	
	HUMBPRINT Individual RIGHT THUMBPRIN
	thumb here Partner — D Limited D General Top of thumb here
Attorney in Fact	Attorney in Fact
	□ Trustee
Guardian or Conservator	Guardian or Conservator
Other:	Other:
Signer Is Representing:	Signer Is Representing:
	

-180-

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recogni entered into the ordinary course of business (each a "Written Computationn").

Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Communent for and on behalf of the Company under the seal of the Company or otherwise.

Each duly appointed attorney-th-fact of the Company is hereby authorized to execute any. Written Commutment for and on behalf of the Company, under the seal of the Company or otherwise; to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact

Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney in-fact of the Company of the Company is an authority to execute, for and on behalf of the Company, and et al. (of the Company, and et al. (of the Company), and et al. (of the Company), and et al. (of the Company) or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments

Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, todelegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, todelegate in such written delegation, which specification may be by general type or class of Written Commitments of the commitments.

The signature of any officer of other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such. Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Edith Garibay, Eugene T Zondlo, Rosa E Rivas, all of the City of IRVINE, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in gursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of May 2013 WESTCHESTER FIRE INSURANCE COMPANY

tephen M. Hancy . Vice President

of the Company

COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA ss.

Power of

Attorney

`@~_~

(2)

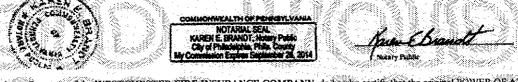
(3)

(4)

(5)

On this 15 day of May, AD 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 24 day of October 2013



THAT WILL PROTECT AGAINST COPY COUNTERF

No. A.(

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER May 15, 2015.

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MATERIAL AND LABOR BOND

City of Moreno Valley County of Riverside State of California (Government Code Section 66499.2)

Public Improvements \$635,250	Project No. <u>PA09-0012 (PM 36162) – Phase I</u>
Bond NoK08922172	Premium <u>Included in Perf. Bond</u>
Surety Westchester Fire Insurance Company	Principal Moreno Knox, LLC
Address 9200 Oakdale Avenue, 8th Floor	Address <u>18802 Bardeen Avenue</u>
City/Zip Chatsworth, CA 91311	City/ZipIrvine, CA_92612

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and <u>Moreno Knox, LLC</u>, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to <u>PA09-0012 (PM 36162) – Phase I</u>, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of <u>SIX HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED FIFTY AND NO/100</u> Dollars (***\$635,250.00***), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

MATERIAL AND LABOR BOND (Page 2 of 2) PROJECT NO. PA09-0012 (PM 36162) – Phase I

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on October 24th _____, 2013.

NAME OF PRINCIPAL: <u>Moreno Knox, LLC</u> Company Name

AUTHORIZED SIGNATURE(S):

	(See attached sig	nature block)	
	Name	Title	•
	Name	Title	
NAME OF SURETY:	Westchester Fire Insur Company Name	ance Company	<u> </u>
AUTHORIZED SIGNATU	RE: Rosa E. Rivas,	ITS ATTORNEY-IN-F	
	KUSA E. KIVAS,		
ATTACH NOTARIAL ACKNOWL BOND COMPANY – ATTACH PC	EDGMENT OF SIGNATURE OF PRINCIPA WER OF ATTORNEY	Approved as to form:	
		Date:	
		City Attorney City of Moreno Valley	<u>_</u>
W:\LandDev\MANAGEMENT AS	SISTANT\Agreement Bond Packets\Boiler -	Material Labor Bond DOC	
			n e transforma e e e e e e e e e e e e e e e e e e e

Bond No. K08922172 Material and Labor Bond

MORENO KNOX, LLC A Delaware limited liability company

By: SRG Moreno Knox, L.P., a California limited partnership Its: Managing Member

> By: Regis Contractors, Inc., a California corporation Its: General Partner

General Partner By: Name: Title: ASSISTAN SECRETARY

11.16 BI

atrick N4401 Jame: イットレビン 100

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	1
County of Orange	{
On <u>10/24/13</u> before me, <u>Jonathan</u>	C. Proctor, Notary Public Here Insert Name and Title of the Officer
personally appeared Rosa E. Rivas	
personally appeared Rosa E. Rivas	Name(s) of Signer(s)
JONATHAN C. PROCTOR	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Commission # 1995645 Notary Public - California Orange County My Comm. Expires Oct 27, 2016	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Place Notary Seal Above	Witness my hand and official seal. Signature Signature of Netary Public
	PTIONAL
Though the information below is not required by lay	PTIONAL
Though the information below is not required by lay	w, it may prove valuable to persons relying on the document
Though the information below is not required by lav and could prevent fraudulent removal an	<i>w, it may prove valuable to persons relying on the document d reattachment of this form to another document.</i>
Though the information below is not required by law and could prevent fraudulent removal an Description of Attached Document Title or Type of Document:	<i>w, it may prove valuable to persons relying on the document d reattachment of this form to another document.</i>
Though the information below is not required by law and could prevent fraudulent removal an Description of Attached Document Title or Type of Document:	w, it may prove valuable to persons relying on the document d reattachment of this form to another document.
Though the information below is not required by law and could prevent fraudulent removal and Description of Attached Document Title or Type of Document: Document Date:	w, it may prove valuable to persons relying on the document d reattachment of this form to another document.
Though the information below is not required by law and could prevent fraudulent removal and Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	w, it may prove valuable to persons relying on the document d reattachment of this form to another document.
Though the information below is not required by law and could prevent fraudulent removal and Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above:	w, it may prove valuable to persons relying on the document id reattachment of this form to another document. Number of Pages: Signer's Name: Individual
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Item No. A.6

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	l
County of ORANGE	{
On 2703-224, 2013 before me, CHR	ISTINIA SOULDER NOTAN PIRILIC
Dule .	Here insen warne and Thie of the Officer
personally appeared DEREK SCOT	T, VICE RESIDENT - ASSISTANT SECRETAR Name(s) of Signer(s)
	who proved to me on the basis of estimates
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/arc
	subscribed to the within instrument and acknowledged
	to me that he/she/they executed the same ir his/her/their authorized capacity(les), and that by
CHEIGTING & CONSTR	his/her/their signature(s) on the instrument the
CHRISTINA A. SOWERS Commission # 2040926	person(s), or the entity upon behalf of which the
Notary Public - California Orange County	person(s) acted, executed the instrument.
My Comm. Expires Sep 9, 2017	I certify under PENALTY OF PERJURY under the
	laws of the State of California that the foregoing
	paragraph is true and correct.
	WITNESS my hand and official seal
	And D.
	Signature: Southa J. South
Piace Notary Seal Above OPT	Signature of Notary Public
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Document Date: OCTOBER R4, 2013	Number of Pages:3
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: DREK Scott	Signer's Name:
Corporate Officer - Title(s): VP-ASSTSE	Corporate Officer - Title(s):
Individual RIGHT THUMBPR OF SIGNER	OF SIGNER
Partner — Limited General Top of thumb he	re Partner – C Limited C General Top of thumb here
Attorney in Fact	Attorney in Fact
Trustee Guardian or Concentrator	
Guardian or Conservator Other:	Guardian or Conservator Other:
	□ Other:
Signer Is Representing:	Signer Is Representing:
· · · · · · · · · · · · · · · · · · ·	

Item No. A.6

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of ORANGE	}
	Current Suiter Nerrichard
On <u>OTOBER 24, 2013</u> before me,	Here Insert Name and Title of the Officer
personally appeared <u>TATRICK RL</u>	SELL, VICE PRESIDENT Name(s) of Signer(s)
CHRISTINA A. SOWERS Commission # 2040926 Notary Public - California Orange County My Comm. Expires Sep 9, 2017	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(tes), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal
Place Notary Seal Above	Signature: AHD TUNA A. MOUNS
Though the information below is not required	PTIONAL
and could prevent fraudulent remo	oval and reattachment of this form to another document.
Title or Type of Document: MATERIAL	AND LAROR BOND
Document Date: OCTOBER 24, 20	· · · · · · · · · · · · · · · · · · ·
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	REK SCOTT, VICE RESIDENT - ASIST. SEC.
Signer's Name: PATRICK RUSSELL	Signer's Name:
Corporate Officer – Title(s):	
Individual RIGHT THU OF SIG	
Partner — Limited General Top of thut Attorney in Fact	
Attorney in Fact	Attorney in Fact
□ Guardian or Conservator	□ Guardian or Conservator
☐ Other:	Other:
Signer Is Representing:	Signer Is Representing:

Item No. A.6

Power of WESTCHESTER FIRE INSURANCE COMPANY Attorney Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit RESOLVED, that the following authorizations relate to the execution, for an entered into the ordinary course of business (each a "Written Commitment"). to the execution, for and on behalf of the Company, of bonds, undertakings Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company; under the seal of the Company or άis Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any. Written Communent for and on behalf of the Company, under the seal of the Company or otherwise, to the extent the such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact (2) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Com ·(3) y, to appoint its writing any person the a full power and authority to execute, for and on behind of the Company, and the scal of the Company or otherwise, such Writier Con appointment, which specification may be by general type or class of Writien Commitments or by specification of one or more particu ints of the Company as may be specified in su specification of one or more particular Written Commit

Each of the Chairman, the President and Vice Presidents of the Company an hereby authorized. for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company is seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

The signature of any officer or other person executing any Written Communiant or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile of such Written Communication or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officors, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Edith Garibay, Eugene T Zondlo, Rosa E Rivas, all of the City of IRVINE, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of May 2013

WESTCHESTER FIRE INSURANCE COMPANY

THAT WILL PROTECT AGAINST COPY COUNTERF

No. A.6

COMMONWEALTH OF PENNSYLVANIA

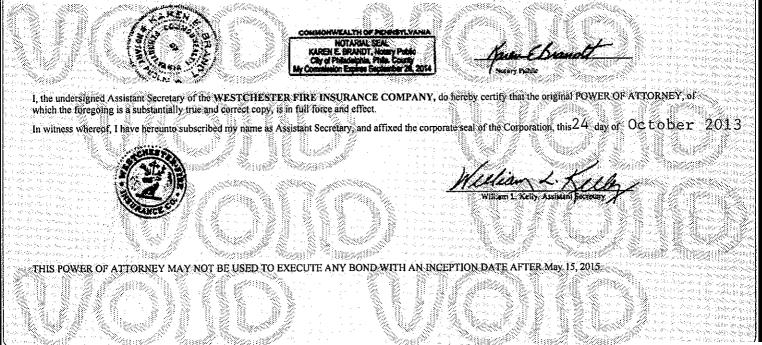
COUNTY OF PHILADELPHIA

(4)

(5)

On this 15 day of May, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Hancy, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



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APPROVALS	
BUDGET OFFICER	me
CITY ATTORNEY	SMB
CITY MANAGER	Q

Report to City Council

- TO: Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley
- **FROM:** John Terell, Community & Economic Development Director
- AGENDA DATE: November 12, 2013
- TITLE: A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING A LONG RANGE PROPERTY MANAGEMENT PLAN

RECOMMENDED ACTION

Recommendation:

1. That the City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Adopt Resolution No. SA 2013-10. A Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley approving the Long Range Property Management Plan; authorize the Executive Director or their designee to make modifications to the Plan; and authorize the submission of the Property Management Plan for approval by the Oversight Board and the State Department of Finance.

<u>SUMMARY</u>

This report recommends that the Council acting in their capacity as Successor Agency to the Community Redevelopment approve the Long Range Property Management Plan (LRPMP – Attachment 2). Health & Safety Code Section 34191.5(b) requires that, upon the Successor Agency's receipt of a "Finding of Completion" from the California Department of Finance pursuant to Health & Safety Code Section 34179.7, the Successor Agency is to prepare the LRPMP for the former Redevelopment Agency's real property assets, that addresses the disposition and use of the real properties of the former redevelopment agency, and submit the approved Plan to the Oversight Board and the Department of Finance for final approval, all within six months of the date of the

Finding of Completion. The Finding of Completion was received on May 24, 2013 and the LRPMP has been prepared for the Successor Agency.

DISCUSSION

The LRPMP includes the only two non-housing properties held by the former Redevelopment Agency. Property One is made up of two parcels that are improved with the Veteran's Memorial, the Conference and Recreation Center, and a parking area for the public facilities. Property Two is a vacant parcel of excess right of way created by the realignment of the I-215 freeway at Cactus Avenue. It is the opinion of staff that both parcels should continue to be maintained by the City for governmental use. The attached LRPMP illustrates the properties and reflects the Successor Agency's desire for the properties to be maintained for governmental use. The LRPMP contains information about the properties required by the provisions of the Health & Safety Code.

ALTERNATIVES

- 1. Adopt the attached proposed resolution approving the LRPMP and authorizing the Successor Agency to transmit the LRPMP to the Oversight Board and the Department of Finance for approval. *Staff recommends this alternative to ensure the City serving as the Successor Agency is in compliance with the provisions of the Health & Safety Code.*
- 2. Decline to adopt the attached proposed resolution which could cause the City serving as the Successor Agency to violate provisions of the Health & Safety Code. *Staff does not recommend this alternative.*

FISCAL IMPACT

The preparation and submission of LRPMP has no impact on the City's General Fund.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the three locations that have been designated for the posting of City Council agendas.

ATTACHMENTS

Attachment 1 – Proposed Resolution Attachment 2 – Long Range Property Management Plan

Prepared By: Anochar Clark Sr. Financial Analyst Department Head Approval: John Terell Community & Economic Development Director

Concurred By:

Item No. A.7

Richard Teichert Chief Financial Officer This page intentionally left blank.

RESOLUTION NO. SA 2013-10

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING A LONG RANGE PROPERTY MANAGEMENT PLAN

WHEREAS, prior to February 1, 2012, the Community Redevelopment Agency of the City of Moreno Valley (herein referred to as the "Former Agency") was a community redevelopment agency duly organized and existing under the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.), and was authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Moreno Valley ("City"); and

WHEREAS, Assembly Bill x1 26, chaptered and effective on June 27, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484, chaptered and effective on June 27, 2012 (together, the "Dissolution Act"); and

WHEREAS, as of February 1, 2012 the Former Agency was dissolved pursuant to the Dissolution Act and as a separate legal entity the City serves as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley ("Successor Agency"); and

WHEREAS, the Successor Agency administers the enforceable obligations of the Former Agency and otherwise unwinds the Former Agency's affairs, all subject to the review and approval by a seven-member oversight board ("Oversight Board"); and

WHEREAS, pursuant to Health & Safety Code Section 34191.5(b), upon the Successor Agency's receipt of a "Finding of Completion" from the California Department of Finance pursuant to Health & Safety Code Section 34179.7, the Successor Agency is required to prepare a long range property management plan ("Property Management Plan") for the Former Agency's real property assets and submit the approved Property Management Plan to the Oversight Board and the Department of Finance for approval, all within six months of the date of the Finding of Completion; and

WHEREAS, on May 24, 2013, pursuant to Health & Safety Code Section 34179.7, the Successor Agency received a Finding of Completion from the Department of Finance; and

WHEREAS, by this Resolution, the Successor Agency desires to approve the Property Management Plan in the form submitted to the Successor Agency concurrently herewith and to authorize the transmittal of the Property Management Plan to the

1 Resolution No. SA 2013-10 Date Adopted: November 12, 2013

Item No. A.7

Oversight Board and the Department of Finance for approval, all pursuant to Health & Safety Code Section 34191.5(b).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The Successor Agency hereby approves the Property Management Plan in the form submitted to the Successor Agency concurrently herewith and authorizes Successor Agency staff to transmit said Property Management Plan to the Oversight Board and the Department of Finance for approval, all pursuant to Health & Safety Code Section 34191.5(b).

Section 3. This Resolution shall be effective immediately upon adoption.

Section 4. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 12th day of November 2013.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2013-10 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of November, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3 Resolution No. SA 2013-10 Date Adopted: November 12, 2013

Item No. A.7

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ATTACHMENT 2

Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Long Range Property Management Plan



November 2013

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Introduction

Assembly Bill 1484, signed into law by the Governor makes substantial changes to the redevelopment agency dissolution process implemented by Assembly Bill 1X 26. One of the components of AB 1484 that each successor prepare and submit a Long Range Property Management Plan that governs the disposition and use of the non-housing properties of the former redevelopment agency. This document is the Long Range Property Management Plan (LRPMP) for the Successor Agency to the former Community Redevelopment Agency of the City of Moreno Valley.

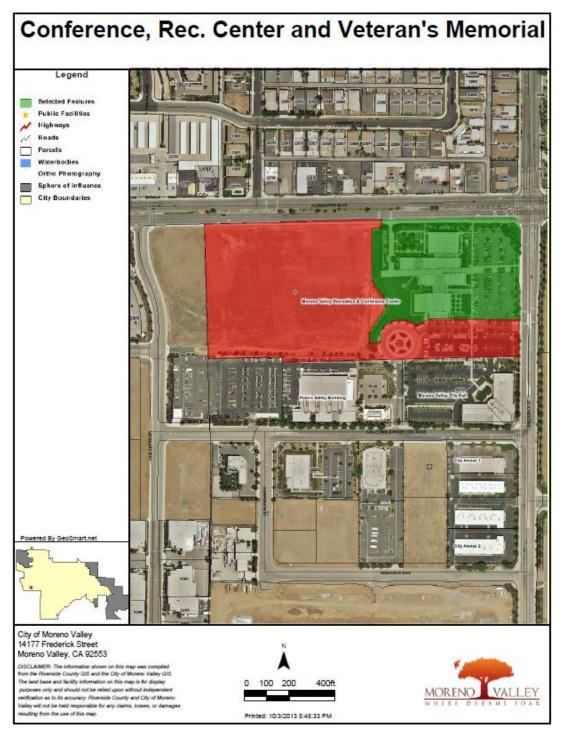
Summary of Properties

At the time of passage of AB 1X 26, the Community Redevelopment Agency of the City of Moreno Valley (RDA) held title to two non-housing redevelopment agency properties; these are described in and are subject to the Long Range Property Management Plan.

Property One is the Conference and Recreation Center and the Veteran's Memorial Plaza. Property Two is excess right of way which was relinquished to the City of Moreno Valley (City) by Caltrans after a freeway realignment project.

Property One – The Conference and Recreation Center Property

Assessor's Parcel 297-140-046 is shown in red and 297-140-047 is shown in green



2013





Item No. A.7

-202-



2013

1. Date of Acquisition and its value at that time and an estimate of current value.

The entire City Government Center Site was acquired by the City in 1994. Of the cumulative 32 acre site acquisition, 18.64 acres represented Assessor's Parcels 297-140-046 and 297-140-047 (Property One). Property One was acquired by the City in 1994 and was transferred to the Redevelopment Agency in 2005 as part of a financing plan. However, as part of the review of the Recognized Obligation Payment Schedule (ROPS) in 2012, the Department of Finance rejected the request by the Successor Agency for the payments from the Redevelopment Property Tax Increment Fund moneys with respect to the purchase of the Property One. Based on the City's purchase price in 1994 of \$4,150,000 for the entire site, the value of Property One at acquisition was \$1,632,000 (based upon pro rata share of the total square footage acquired in 1994). Subsequent to the 1994 acquisition, Property One has been improved with the construction of the Conference and Recreation Center (42,413 sq. ft.) along with the Veteran's Memorial Plaza. There has been no appraisal of the property's current value since the property improvements were made.

2. Purpose for which the property was acquired.

The City was incorporated in December of 1984 and for the first 10 years of operation City Hall and various other City offices consisted of rented space in several locations within the City. In 1994, Property One, along with the other adjoining parcels, was acquired for the purpose of development of a governmental center for the City. The Center comprises City Hall, the Public Safety Building, the Emergency Operations Center, Conference and Recreation Center and the Veteran's Memorial Plaza. City Hall was the first building to be constructed, followed by the Public Safety Building. The Conference and Recreation Center, which occupies a portion of Property One was completed in 2005 and title to Assessor's Parcels 297-140-046 and 297-140-047 was transferred to the Redevelopment Agency as a part of the financing plan (See Exhibit 1 Resolution RDA No. 2005-4 attached). The Veteran's Memorial Plaza was the most recent project within Property One to be completed. Property One is slated to include a library as part of the City Government Center.

3. Parcel data for the property, including address, lot size and current zoning.

This property is Assessor's Parcel Numbers 297-140-046 and 297-140-047. The address of the Conference and Recreation Center is 14075 Frederick Street, Moreno Valley. The property is 18.64 acres and is currently zoned "Office". All uses on Property One are governmental uses.

4. Estimated current Value of the parcel including any appraisal data.

There is no current appraisal of Property One. The 32 acre site, including Property One, was purchased in 1994 for the development of the City Government Center for Moreno Valley. The value is assumed to have increased since purchase.

5. Estimate any lease, rental, or other revenue generated by the property and a description of the contractual requirements for the disposition of those revenues

Property One is currently used for governmental purposes and generates revenue to offset a small portion of operation and maintenance costs.

6. History of environmental contamination or remediation efforts.

The City has no knowledge of any environmental contamination with respect to Property One.

7. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

Property One is currently served by the Riverside Transit Authority and there are currently no plans for a transit oriented development. The City plans to develop a library on a portion of Property One to serve the public and to complement the existing public uses of the property.

8. A brief history of previous development proposals and activities, including the rental or Lease of the property.

Since the property was acquired for governmental uses, the City has not sought private development proposals for Property One.

9. Identify the use or disposition strategy of the property.

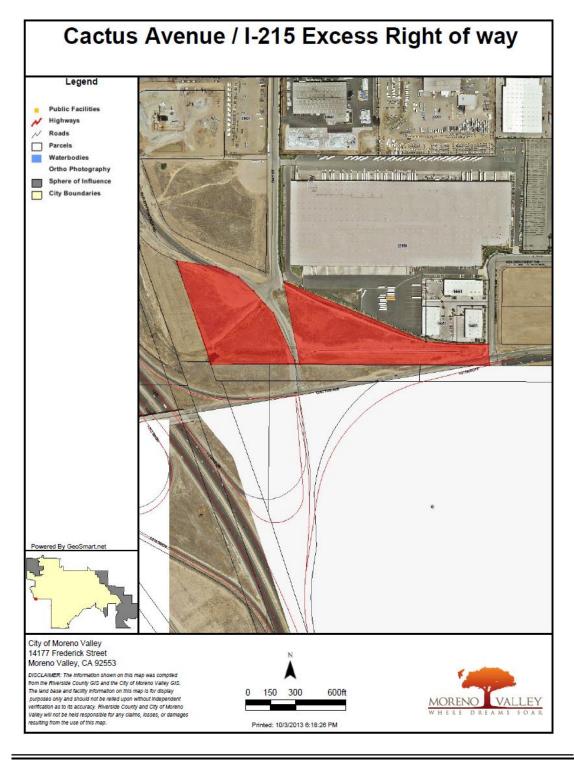
Property One will be retained by the City for governmental use.

10. Outline your disposition strategy for this property.

Property One will be retained by the City for governmental use.

Property One will revert back to City ownership due to the Successor Agency's default of the payments for the purchase of the property as a result of the DOF's denial of these payments on the ROPS. In addition, given the governmental use of Property One, Property One shall be retained by the City for the continued governmental use.

Property Two – The Cactus / 215 Right of Way



2013



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1. Date of Acquisition and its value at that time and an estimate of current value.

There is no current appraisal of Property Two. Property Two is an oddly shaped parcel of excess right of way. The value of Property Two is severely impacted by its current use as a street right-of-way and by the Air Installation Compatible Use Zone which covers the entire property and restricts the height and type of improvement allowed as well as its irregular shape and access constraints. The property was originally acquired by the City through relinquishment by Caltrans and was inadvertently transferred from the City of Moreno Valley to the RDA. There was no value assigned to the parcel when it was relinquished to the City.

2. Purpose for which the property was acquired.

Property Two was relinquished by Caltrans; this occurs when a state highway has been realigned or built on an alignment that is different than the existing alignment making the old alignment redundant. Those local streets and roads that were built or modified during the course of a state highway project and are no longer needed for the State Highway System are relinquished to the appropriate local agency. The City accepted the relinquishment with the intent to hold the property for future right of way.

3. Parcel data for the property, including address, lot size and current zoning.

There is no Assessor's Parcel Number since Property Two was never assessed for tax purposes. Property Two was used as public right of way and no zoning designation was made. The property is 16.92 acres.

4. Estimated current Value of the parcel including any appraisal data.

The value of Property Two is severely impacted by its current use as a street right-of-way and by the Air Installation Compatible Use Zone which covers the entire property and restricts the height and type of improvement allowed. In addition, the property abuts Interstate Highway 215, access rights are restricted. Property Two is irregularly shaped, as well. The Caltrans relinquishment was done at no value.

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5. Estimate any lease, rental, or other revenue generated by the property and a description of the contractual requirements for the disposition of those revenues.

The severe use restrictions on Property Two make any revenue generation impossible.

6. History of environmental contamination or remediation efforts.

The City has no knowledge of any environmental contamination of Property Two.

7. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

The March Air Reserve Base Air Installation Compatible Use Zone which covers the entire property and restricts the height and type of improvement allowed. These restrictions make any development of Property Two difficult. The City plans to use Property Two to widen or reconfigure adjacent roadways in the area should that be necessary.

8. A brief history of previous development proposals and activities, including the rental or Lease of the property.

No private development proposals have been sought as to Property Two.

9. Identify the use or disposition strategy of the property.

Retain for governmental use.

10. Outline you disposition strategy for this property.

Property Two will be retained by the City for governmental use (per item 7 above).

EXHIBIT 1

RESOLUTION NO. RDA 2005-04

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, which is sometimes referred to as Project No. 1 (the "Project"); and

WHEREAS, from time to time in connection with the implementation of the Project, the Agency acquires interests in property; and

WHEREAS, the City desires to sell and, subject to the City's commitment to undertake certain improvements, the Agency desires to purchase certain real property described in Exhibit "1" to the Purchase Agreement submitted herewith as Attachment A (which real property is referred to below as the "Property"): and

WHEREAS, the improvements to be provided by the City on the Property (the "Improvements") are described in Exhibit "2" to the Purchase Agreement as submitted herewith as Attachment No. A; and

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of the Improvements; and

WHEREAS, the Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into an agreement (the "Purchase and Sale Agreement") in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Purchase and Sale Agreement; and

1

Resolution No. RDA 2005-04 Date Adopted: April 26, 2005

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the buildings, facilities, structures, or other improvements are of benefit to the project area or the immediate neighborhood in which the project is located, regardless of whether the improvement is within another project area, or in the case of a project area in which substantially all of the land is publicly owned that the improvement is of benefit to an adjacent project area of the agency.

(2) That no other reasonable means of financing the buildings, facilities, structures, or other improvements, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements will assist in the elimination of one or more blighting conditions inside the project area or provide housing for low- or moderate-income persons, and is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Improvements by provision of the costs thereof as part of the purchase price for the Property; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Improvements other than Agency funds; and

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Resolution No. RDA 2005-04 Date Adopted: April 26, 2005

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency finds and determines that: (i) the provision of the Improvements is of benefit to the Project Area and the neighborhood in which such Improvements are to be situated; (ii) no other reasonable means of financing the Improvements are available to the community; (iii) the payment by Agency of funds for the Improvements will assist in the elimination of one or more blighting conditions within the Project Area and is consistent with the adopted implementation plan; and (iv) the purchase price for the Property as set forth in the Purchase and Sale Agreement is fair and reasonable and represents the fair market value of the Property taking into account the value of the land and the cost of the Improvements.

Section 2. The Agency authorizes and directs the Chairperson to execute on behalf of the Agency the Purchase and Sale Agreement. The Agency further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the Agency pursuant to the Purchase and Sale Agreement, including without limitation the payment of the "City/Agency Price" (as defined in the Purchase and Sale Agreement) and the execution of a deed acceptance for the Property.

(Signature page follows)

Resolution No. RDA 2005-04 Date Adopted: April 26, 2005

APPROVED AND ADOPTED this 26th day of April, 2005.

Mayor of the City of Moreno Valley, Acting in the capacity of Chairperson of the Community Redevelopment Agency of the City of Moreno Valley 2013

ATTEST:

al R. ead

City Clerk, acting in the capacity of Secretary of the Community Redevelopment Agency of the City of Moreno Valley

APPROVED AS TO FORM:

Nolur

City Attorney, acting in the capacity of General Counsel of the Community Redevelopment Agency of the City of Moreno Valley

> Resolution No. RDA 2005-04 Date Adopted: April 26, 2005

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Item No. A.7

RESOLUTION JURAT

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

I, ALICE REED, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that RDA Resolution No. 2005-04 was duly and regularly adopted by the Agency Members of the Community Redevelopment Agency of the City of Moreno Valley at a regular meeting thereof held on the 26th day of April, 2005 by the following vote:

AYES:	Agencymembers Flickinger, West, and White
NOES:	None
ABSENT:	Agencymember Batey and Chairman Stewart
ABSTAIN:	None

SECRETARY

(SEAL)

Resolution No. RDA 2005-04 Adopted April 26, 2005

Item No. A.7

2013

ATTACHMENT A

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated as of April 26, 2005, by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a redevelopment agency and public body, corporate and politic, organized and existing under and by virtue of the laws of the State of California (the "Agency"), as buyer, and the CITY OF MORENO VALLEY, a municipal corporation organized and existing under and by virtue of the laws of the State of California (the "City"), as seller;

WHEREAS, the City desires to sell certain real property which is more particularly described in Exhibit "1" hereto (the "Property") to the Agency, and the Agency desires to purchase such Property from the City; and

WHEREAS, the City has agreed to improve the Property with "Improvements" as more particularly described in Exhibit "2" hereto, and the price for the Property takes into account such Improvements; and

WHEREAS, the ownership by the Agency of the Property is essential to the implementation of the Redevelopment Plan for the Moreno Valley Redevelopment Project, as heretofore amended (the "Redevelopment Plan") and the implementation plan adopted pursuant thereto; and

WHEREAS, the Agency intends to use the Property for its governmental purposes; and

WHEREAS, the City agrees to convey and the Agency agrees to accept conveyance of the Property; and

WHEREAS, the Agency and the City have mutually arrived at a price for the Property based upon the current value of the Property plus the cost of the Improvements; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter contained the parties hereby agree as follows:

Section 1. <u>Sale of the Property</u>. The City agrees to sell and the Agency agrees to purchase the Property for the amount of Fourteen Million Two Hundred Three Thousand Nine Hundred Forty Six Dollars (\$14,203,946) (the "City/Agency Price"). The conveyance shall be completed as soon as reasonably practicable following the approval by the parties of this Agreement. The Agency consents that the City shall have access to the Property, following the conveyance by the City to the Agency, for the purpose of the City providing the Improvements.

The City agrees to proceed with diligence to complete the Improvements. The City further agrees to defend, indemnify and hold harmless the Agency from and against

Resolution No. RDA 2005-04 Date Adopted: April 26, 2005 2013

Item No. A.7

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any claims, losses, demands, suits or liabilities arising from the construction of the Improvements.

Section 2. <u>Payment; Pledge of Agency Tax Increment Revenues</u>. The Agency shall provide an initial payment of Two Million Seven Hundred Thousand Dollars (\$2,700,000) on or before the thirtieth (30th) day following the conveyance of the Property by the City to the Agency. Payment of the remainder of the Purchase Price shall be made based upon the availability of Agency funds, and is expected to be accomplished in the manner described in Exhibit "3" hereto; provided that the City may, upon ninety (90) days notice, accelerate the Agency's obligation to make payment of the remaining portion of the Purchase Price at any time. The obligation of the Agency to make payments under the Purchase and Sale Agreement shall constitute a pledge of tax increment revenues received by the Agency pursuant to Section 33670(b)of the California Health and Safety Code, within the meaning of Section 19 of Article XIII of the California Constitution and Sections 33670-33677 of the California Health and Safety Code, subject only to the lien of publicly-sold bonds issued prior to October 1, 2002 (and to publicly-sold bonds which refund such bonds so issued).

The obligation of the Agency shall bear interest until paid in full at the rate of twelve percent (12%) per annum, simple interest, or, if lower, the maximum interest rate that may lawfully be paid by a redevelopment agency as may from time to time be revised.

Section 3. <u>Title; Grant Deed</u>. Conveyance shall be effected by grant deed which shall be recorded among the official land records of the County Recorder of the County of Riverside. The grant deed shall be substantially in the form of Exhibit "4" hereto. The Agency assumes the obligation to pay all costs associated with the conveyance of title, including without limitation the obtaining of title insurance.

Section 4. <u>Obligation to Refrain from Discrimination</u>. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the City, nor shall the Agency itself or any person claiming under or through it established or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees of the City or any portion thereof.

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Resolution No. RDA 2005-04 Date Adopted: April 26, 2005

Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Long Range Property Management Plan

above written.	
	CITY OF MORENO VALLEY
	By:
[SEAL]	Mayor
Attest:	
City Clerk	
	COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
	Dur
[SEAL]	By: Chairman
Attest:	
Agency Secretary	

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated as of April 26, 2005, by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a redevelopment agency and public body, corporate and politic, organized and existing under and by virtue of the laws of the State of California (the "Agency"), as buyer, and the CITY OF MORENO VALLEY, a municipal corporation organized and existing under and by virtue of the laws of the State of California (the "City"), as seller;

WHEREAS, the City desires to sell certain real property which is more particularly described in Exhibit "1" hereto (the "Property") to the Agency, and the Agency desires to purchase such Property from the City; and

WHEREAS, the City has agreed to improve the Property with "Improvements" as more particularly described in Exhibit "2" hereto, and the price for the Property takes into account such Improvements; and

WHEREAS, the ownership by the Agency of the Property is essential to the implementation of the Redevelopment Plan for the Moreno Valley Redevelopment Project, as heretofore amended (the "Redevelopment Plan") and the implementation plan adopted pursuant thereto; and

WHEREAS, the Agency intends to use the Property for its governmental purposes; and

WHEREAS, the City agrees to convey and the Agency agrees to accept conveyance of the Property; and

WHEREAS, the Agency and the City have mutually arrived at a price for the Property based upon the current value of the Property plus the cost of the Improvements; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter contained the parties hereby agree as follows:

Section 1. <u>Sale of the Property</u>. The City agrees to sell and the Agency agrees to purchase the Property for the amount of Fourteen Million Two Hundred Three Thousand Nine Hundred Forty Six Dollars (\$14,203,946) (the "City/Agency Price"). The conveyance shall be completed as soon as reasonably practicable following the approval by the parties of this Agreement. The Agency consents that the City shall have access to the Property, following the conveyance by the City to the Agency, for the purpose of the City providing the Improvements.

The City agrees to proceed with diligence to complete the Improvements. The City further agrees to defend, indemnify and hold harmless the Agency from and against any claims, losses, demands, suits or liabilities arising from the construction of the Improvements.

Section 2. <u>Payment: Pledge of Agency Tax Increment Revenues</u>. The Agency shall provide an initial payment of Two Million Seven Hundred Thousand Dollars (\$2,700,000) on or before the thirtieth (30th) day following the conveyance of the Property by the City to the Agency.

1

Payment of the remainder of the Purchase Price shall be made based upon the availability of Agency funds, and is expected to be accomplished in the manner described in Exhibit "3" hereto; provided that the City may, upon ninety (90) days notice, accelerate the Agency's obligation to make payment of the remaining portion of the Purchase Price at any time. The obligation of the Agency to make payments under the Purchase and Sale Agreement shall constitute a pledge of tax increment revenues received by the Agency pursuant to Section 33670(b)of the California Health and Safety Code, within the meaning of Section 19 of Article XIII of the California Constitution and Sections 33670-33677 of the California Health and Safety Code, subject only to the lien of publicly-sold bonds issued prior to October 1, 2002 (and to publicly-sold bonds which refund such bonds so issued).

The obligation of the Agency shall bear interest until paid in full at the rate of twelve percent (12%) per annum, simple interest, or, if lower, the maximum interest rate that may lawfully be paid by a redevelopment agency as may from time to time be revised.

Section 3. <u>Title; Grant Deed</u>. Conveyance shall be effected by grant deed which shall be recorded among the official land records of the County Recorder of the County of Riverside. The grant deed shall be substantially in the form of Exhibit "4" hereto. The Agency assumes the obligation to pay all costs associated with the conveyance of title, including without limitation the obtaining of title insurance.

Section 4. <u>Obligation to Refrain from Discrimination</u>. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the City, nor shall the Agency itself or any person claiming under or through it established or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees of the City or any portion thereof.

Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Long Range Property Management Plan

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the date first above written.

CITY OF MORENO VALLEY By:

2013

[SEAL]

Attest:

alice Reed City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CIPY OF MORENO VALLEY B١

[SEAL]

Attest:

Reed Agency Secretary

CITY ATTORNEY Approved as to Form

Date

3



APPROVALS	
BUDGET OFFICER	me
CITY ATTORNEY	SMB
CITY MANAGER	Q

Report to City Council

- TO: Mayor and City Council
- **FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer
- AGENDA DATE: November 12, 2013
- TITLE: AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH RIVERSIDE CONSTRUCTION COMPANY, INC. FOR HARDSCAPE AND LANDSCAPING FOR THE SR-60/NASON STREET OVERCROSSING IMPROVEMENTS PROJECT NO. 802 0003 70 77

RECOMMENDED ACTION

Recommendations:

- Authorize a Change Order to increase the existing Purchase Order with Riverside Construction Company, Inc. in the amount of \$3,360,000 (\$2,800,000 contract plus \$560,000 contingency) for hardscape and landscaping on the SR-60/Nason Street Overcrossing Improvements project.
- 2. Authorize the Public Works Director/City Engineer to execute the Change Order to the Purchase Order for Riverside Construction Company, Inc., authorize the Public Works Director/City Engineer to approve any changes that may be requested by Caltrans or the City, and execute any Change Orders to the construction contract with Riverside Construction Company, Inc. up to, but not exceeding, the Purchase Order's total contingency amount.

<u>SUMMARY</u>

This report recommends approval of a Contract Change Order to increase the Purchase Order with Riverside Construction Company, Inc. (Riverside Construction) for hardscape and landscaping construction on the SR-60/Nason Street Overcrossing Improvements project. The project is funded with a combination of Measure A STPL and SLPP funds, DIF Interchange, and 2007 TABS funds, and has been approved in the 2013/2014 Capital Improvement Plan (CIP).

DISCUSSION

On September 28, 2010, the City Council adopted the Route 60 Corridor Master Plan for Aesthetics and Landscaping (Master Plan). The adopted Master Plan was designed by Caltrans, with input from the City. Its purpose was to serve as a guideline for projects along SR-60. Upon its adoption, aesthetic elements, consisting of bridge and wall treatments, and landscaping were integrated into the SR-60/Nason Street Overcrossing Improvements Plans and Specifications.

In April 2012, during Caltrans' final plan approval process, Caltrans' advised the City that policies on landscape materials and maintenance funding changed. Caltrans shifted the burden of maintaining specific plant materials and ground covers to local agencies for long periods of three to seventeen years, and some in perpetuity. The as-designed plans contained some of those materials. During the same time, two of the projects' funding sources were approaching critical funding obligation deadlines. In order to not lose funds, Caltrans approved the project plans in July 2012, FHWA approved the funding on September 12, 2012, and the project was advertised on September 13, 2012. Since Caltrans would not approve the as-designed landscaping plans without the City agreeing to long-term maintenance, the majority of the landscape elements were removed from the bid plans. The landscaping and ground treatments were acknowledged as items to be adjusted and finalized while the bridge portion of the project was under construction. The overall funds approved for the project continued to include an allowance for landscaping and ground treatments.

On November 13, 2012, the City Council awarded the construction contract to Riverside Construction Company, Inc., (Riverside Construction) and authorized the issuance of a Purchase Order for \$13,104,132 (the bid amount of \$10,920,110 plus 20% contingency of \$2,184,022). The Riverside Construction contract included replacing the existing bridge, construction of a sound wall along Elder Avenue, widening Nason Street from two to four lanes, and modification of traffic signals. The staff report identified installation of irrigation, hardscape and landscaping as items to be negotiated and added separately, due to ongoing negotiations with Caltrans.

Riverside Construction started the work in January 2013. The contract duration was approximately fourteen (14) months. The bridge construction is progressing well. Over the next three months, completing the final grading will allow the Contractor to begin installing hardscape and landscaping. Caltrans has approved the updated plans and has concurred with the Change Order process. Negotiations are ongoing. Due to the need to obtain City Council's pre-authorization of an increase to the Purchase Order prior to executing the Contract Change Order for Riverside Construction, staff is requesting authorization of \$3,360,000 (\$2,800,000 plus 20% contingency of \$560,000). Because the final amount is still pending, a 20% contingency is recommended. In addition, the contingency is recommended in order to have funds set-aside for adjustments needed during initial installation, which could include additional safety-related measures such as traffic control and flagging. The 20% contingency is also important in order to allow adjustments to conditions over the three-year plant

establishment period, which could include substitutions of plant types as needed for better survival, as well as new Caltrans Permit and stormwater-compliance requirements, which may occur during the second and third years.

Minor amendments may be needed to existing construction support services contracts, which would be addressed as separate reports.

The approved Master Plan showed a typical interchange landscaping concept. The City and Caltrans preserved the original concept, and negotiated exchanges in hardscape and plant materials. The final approved plan for SR-60/Nason is shown on Attachment 1. In summary, bands of colored gravel were substituted with bands of colored stamped concrete. Although the capital cost is slightly higher, Caltrans agreed to take over maintenance of the concrete as soon as construction was completed, thereby eliminating substantial long-term maintenance costs. Plant materials were exchanged for other plant types that were included in the Master Plan but were reasonably expected to establish in a three-year period or less. Riverside Construction will remain under City contract to maintain the plant materials for a three-year period. At the end of the three-year period, Caltrans will take over full maintenance.

ALTERNATIVES

- 1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will facilitate the timely construction of needed improvements.*
- 2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will significantly delay the construction of needed improvements.*

FISCAL IMPACT

The project is included in the Fiscal Year 2013/2014 Capital Improvement Plan and is currently funded using Surface Transportation Program – Local (STPL) funds (Fund 2001A), State-Local Partnership Program (SLPP) grant funds (Fund 2001C), 2007 Tax Allocation Bond funds (TABs) (Fund 3412) and Developer Impact Fee (DIF) Interchange Improvements Capital Projects funds (Fund 3311). These funds have been allocated for the SR-60/Nason Overcrossing Improvements project and can only be used for interchange related improvement efforts. There is no impact to the General Fund.

BUDGETED FUNDS - FISCAL YEAR 2013/2014:

STPL Funds

(Account No. 2001-70-77-80002) (Project No. 802 0003 70 77)...... \$6,100,000 SLPP Funds

(Account 2001-70-77-80002) (Project No. 802 0003 70 77)..... \$1,000,000

2007 TABS

(Account 3412-70-77-80002) (Project No. 802 0003 70 77) \$4,469,000

DIF	Interchange	Funds
	inter on ange	i unuu

(Account 3311-70-77-80002) (Project No. 802 0003 70 77)	\$974,000
Total Available Funds	\$12,543,000

ESTIMATED CONSTRUCTION COSTS - FISCAL YEAR 2013/2014:

Construction (includes contingency)	\$7,335,000
Increase in P.O. for Riverside Construction (incl. contingency)	\$3,360,000
Construction Support Services (Design Support Services for Construction).	\$52,000
Construction Support Services (Construction Management & Inspection)	\$895,000
Construction Support Services (Survey and Geotechnical)	\$173,000
Project Management and Administrative Costs*	\$150,000
Utility and Agency Inspection and Materials Costs**	\$229,000
Total Estimated Construction Related Costs	\$12,194,000
*Includes City project administration and miscellaneous costs.	
**Includes SCE, Caltrans, and CHP	

ANTICIPATED PROJECT SCHEDULE

Complete Hardscape/Landscaping	
Plant Establishment Period	May 2014 - April 2017

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

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

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

NOTIFICATION

The Contractor will continue to notify potentially affected businesses, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, and other interests, as required by the project specifications, the City, and Caltrans. Construction notification signs on SR-60 and streets within the project vicinity are installed for the duration of the project.

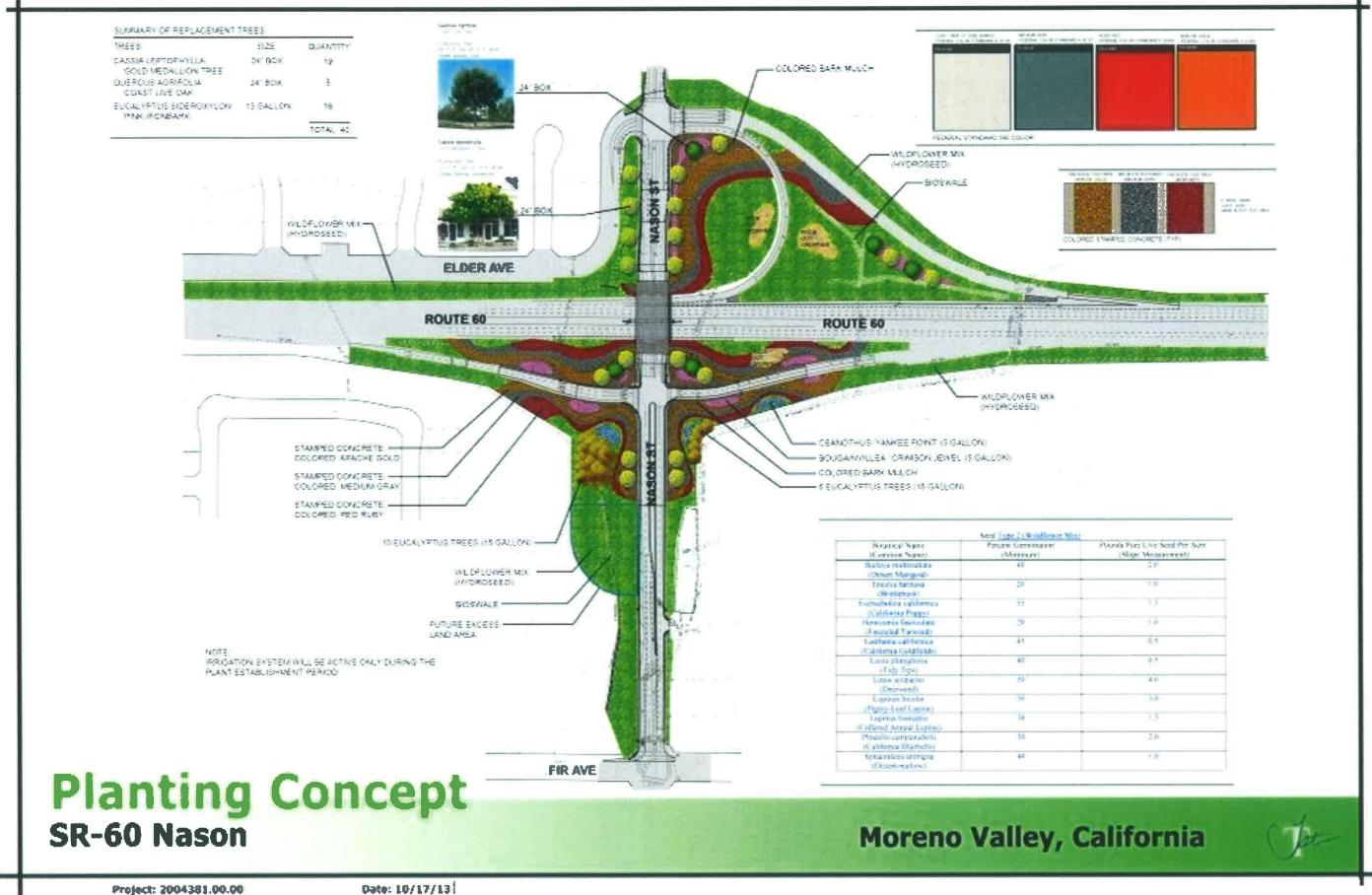
ATTACHMENTS

Attachment 1:

SR-60/Nason Final Plan

Prepared By: Margery Lazarus, P.E. Senior Engineer Department Head Approval: Ahmad R. Ansari, P.E. Public Works Director/City Engineer

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



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Item No. **A**.8

ATTACHMENT 1

FINAL PLAN



	APPROVALS	
BUDGET OFFICER		(H)
CITY ATTORNEY		SWB
CITY MANAGER		Q

Report to City Council

TO: Mayor and City Council

FROM: Rick Teichert, Chief Financial Officer Chris Paxton, Administrative Services Director

AGENDA DATE: November 12, 2013

TITLE: RECOMMENDATION TO ESTABLISH THE CLASSIFICATION OF FINANCIAL RESOURCES DIVISION MANAGER IN THE FINANCIAL & MANAGEMENT SERVICES DEPARTMENT

RECOMMENDED ACTION

Recommendation:

1. Adopt the new position, class specification and salary range of the Financial Resources Division Manager in the Financial & Management Services Department, representing a reclassification of the Budget Officer position.

SUMMARY

The FY 2013/14 City Budget, adopted on June 11, 2013, authorized the continued funding of the Budget Officer (Grade C29) position in the Financial & Management Services Department. Based upon the increased demands and increased capacity of the position, it is recommended that the job specifications be amended and the position title be revised to reclassify the Budget Officer position to "Financial Resources Division Manager" (Grade C33).

DISCUSSION

The Financial & Management Services Department currently has one full-time Budget Officer as the sole career position associated with certain financial resource programs. Given the extent and complexity of the City's financial resources, and the need to ensure new controls and additional reporting, it is important to ensure adequate staff support for the City. The expansion of the responsibilities of the Budget Officer to the Financial Resources Division Manager will accommodate this need. In addition, certain existing positions will be evaluated for assignment within the Financial Resources Division.

Reclassifying the Budget Officer position to a Financial Resources Division Manager will provide increased program continuity and improved support for the City's budget, capital improvement plan, cost allocation plan, financial operations, and financial resource management. This expansion of duties and scope will also provide additional customer service to the City's departments and divisions by expanding our ability to provide critically needed analyses and business support services. These internal services result in improved and more efficient business and public service processes, ensuring more cost effective and consistent high quality service delivery. In addition, to further aid in customer service to new developments occurring in the City, this position will oversee the staff and operation of the centralized time and material deposit process supporting high quality service to the development community.

The recommended Class Specification and salary range are modeled after similar positions in other cities and are consistent and competitive with these classifications.

ALTERNATIVES

- 1. Approve the reclassification of the Budget Officer to the Financial Resources Division Manager position and establish the job title, class specification, and salary range for the new classification. Staff recommends this alternative.
- 2. Not approve the Financial Resources Division Manager position. Staff does not recommend this alternative.

FISCAL IMPACT

Funding for the existing Budget Officer position is included in the FY 2013/14 - 2014/15 budget. With the proposed reclassification, the position will continue to be funded within the General Fund. The salary grade for the Financial Resources Division Manager position is proposed at Grade C33 (\$97,966 -\$137,929). The position and division will support all of the business entities within the City's complex financial structure; a portion of the cost will be recovered from these separately funded entities and business units through the City's cost allocation process. The estimated cost impact of this proposed reclassification is \$30,000 annually.

If the City Council approves this action, the reclassification will become effective immediately. The related budget appropriation and position control actions will be finalized with the mid-year budget to be presented to City Council in February 2014.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – Class Specification

Prepared By: Rick Teichert Chief Financial Officer

Prepared By: Chris Paxton Administrative Services Director

Field Coc

City of Moreno Valley

Date Adopted:

CLASS SPECIFICATION Budget Officer Financial Resources Division Manager

GENERAL PURPOSE

Under general direction, manages, <u>the Financial Resources Division of the Financial & Management</u> <u>Services Department and coordinates and participates in the development of the City's annual operating</u> and capital budgets; monitors and reports on the status of revenues and expenditures relative to the adopted budget on a monthly basis; prepares multi-year financial projections; reviews staff reports for budgetary impact; performs a variety of complex and difficult financial and accounting analyses; provides expert assistance to City managers on budgeting, <u>financial resources</u>, and related matters; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Budget OfficerFinancial Resources Division Manager is responsible for development, management, monitoring and reporting on the City-wide budget and performing associated complex budgetary, financial and revenue analyses and forecasts. The incumbent works with and assists the Financial & Administrative Services DirectorChief Financial Officer, Budget Review Committee, and departments in evaluating and formulating solutions to budget issues and questions. The incumbent provides guidance and direction to department staff and performs a variety of complex research analyses, studies and special projects applicable to City-wide budgetary control and financial management. Assignments are broad in scope and allow for a high degree of administrative discretion in their execution.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Plans, organizes, controls, manages and evaluates the work of the Financial Resources Division of the Financial & Management Services Department; with subordinate supervisors and staff, participates in establishing operational plans and initiatives to meet department goals and objectives; implements departmental plans, work programs, processes, procedures and policies required to achieve overall department performance results; coordinates and integrates department functions and responsibilities to achieve optimal efficiency and effectiveness.
- 2. Manages, coordinates and participates in development of the City's cost allocation plan; coordinates departmental review schedule and agenda with the Budget Review Committee; coordinating review of key policy issues and decisions with the Chief Financial Officer, City Manager and department heads to ensure timely completion; participates in presenting proposed cost allocation study to the City Council.
- 3. Plans and evaluates the performance of assigned supervisors and staff; establishes performance requirements and personal development targets; monitors performance and provides coaching for performance improvement and development; provides or recommends compensation and other

rewards to recognize performance; takes disciplinary action, up to and including termination, to address performance deficiencies, subject to management concurrence, in accordance with the City's human resources policies and procedures and labor contract provisions.

- 4. Provides day-to-day leadership and works with staff to ensure a high performance, customer serviceoriented work environment which supports achieving City objectives and service expectations; provides leadership and participates in programs and activities that promote a positive employee relations environment.
- 1.5. Manages, coordinates and participates in development of the City's annual operating and capital budgets; prepares revenue projections; coordinates departmental review schedule and agenda with the Budget Review Committee; develops preliminary and final budget documents, supporting exhibits and detail, coordinating review of key policy issues and decisions with the Financial & Administrative Services DirectorChief Financial Officer, Budget Review Committee, City Manager and department heads to ensure timely completion; drafts the City Manager's budget transmittal letter; participates in budget hearings; participates in presenting proposed budgets to the City Council.
- 2.6. Analyses revenue and expenditure variances relative to the adopted budget and prepares monthly management reports presenting results, trends and projections.
- **3.**<u>7.</u>Prepares Mid-Year and other periodic budget reports for the City Council, including year-to-date results, trends and projections.
- 4.8. Prepares five-year revenue and expenditure projections for the General Fund and other selected funds.
- 5.9. Reviews all staff reports relative to their budgetary impact and works with department heads and other managers to resolve problems and discrepancies; reviews, authorizes and processes requests for amendments to the budget; reviews requests for continuing appropriations and carryovers; prepares various related staff reports, resolutions and ordinances as required.
- 6.10. Evaluates <u>financial and</u> budgetary policies and procedures and makes recommendations as necessary; implements and monitors budgetary practices and procedures.
- 7.11. Provides expert professional assistance and support to staff and City management on budget and other <u>financial resource</u> related matters; researches, analyzes, evaluates and develops findings and makes determinations and recommendations involving complex budget and financial management issues; as directed, participates on various City committees, offering budget and financial expertise and knowledge.

OTHER DUTIES

- 1. Performs high-level, specialized and complex special projects and studies as assigned; prepares reports and correspondence associated with such projects and studies; makes presentations to the City Council, its committees and other agencies and organizations.
- 2. Evaluates and formulates recommendations for enhancing the City's budget development process and budget documents.

Field Cod

3. Reviews the Capital Improvement Plan for consistency with the annual operating and capital budget; resolves problems and discrepancies with the Public Works Department or other department assigned to prepare that document.

QUALIFICATIONS

Knowledge of:

- 1. Principles, practices, methods and techniques of public agency budgeting for on-going operations and capital improvements.
- 2. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.
- 3. City functions and associated budget and financial management and reporting issues.
- 4. Principles and practices of business data processing particularly related to the processing of budgetary and financial information.
- 5. Principles and practices of general, enterprise, and governmental accounting.
- 6. Principles and practices of internal control.
- 7. Methods and techniques applicable to advanced financial analysis.
- 8. Principles and practices of sound business communication.
- 9. City human resources policies and procedures and labor contract provisions.

Ability to:

- 1. Efficiently operate a computer and spreadsheet software.
- 2. Plan, organize, manage and coordinate the City's budget development, monitoring, evaluation and reporting processes.
- 3. Understand, interpret, explain and apply City, state, and federal laws regulating financial accounting, reporting, record_keeping and budgeting.
- 4. Define issues, analyze problems, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.
- 5. Perform complicated mathematical calculations and analyses and prepare clear, concise and comprehensive financial statements, reports, studies and other written materials.
- 6. Present proposals and recommendations clearly, logically and persuasively, both verbally and in writing.
- 7. Exercise sound, expert independent judgment within general policy guidelines.
- 8. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.

Field Coc

9. Establish and maintain effective working relationships with all levels of City management, City Council members, officials of other public agencies and governmental organizations, consultants, staff and others encountered in the course of work.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a recognized four-year college or university with a major in accounting, finance, business administration or a closely related field; and at least six years of progressively responsible professional budget, finance and/or accounting experience; or an equivalent combination of training and experience, preferably in a governmental agency.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

PHYSICAL AND MENTAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with City management, City Council members, officials of other public agencies and governmental organizations, consultants, staff and others encountered in the course of work..

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The employee works under typical office conditions, and the noise level is usually quiet.

Field Cod



APPROVALS	
BUDGET OFFICER	me
CITY ATTORNEY	8MB
CITY MANAGER	Q

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: November 12, 2013

TITLE:ADOPTRESOLUTIONINSUPPORTOFBAY-DELTACONSERVATION PLAN

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2013-84. A Resolution of the City Council of the City of Moreno Valley, California, in Support of the Bay Delta Conservation Plan, Reliable Water Supplies, and Environmental Restoration.

SUMMARY

This report recommends support of the Bay Delta Conservation Plan (BDCP), reliable water supplies, and environmental restoration. A proposed resolution (Attachment 1) in support of the plan details the critical and vital factors regarding preservation of the 550,000-acre estuary which provides water for 25 million people from the Bay area to the Mexican border.

DISCUSSION

The Bay Delta (Delta), where the rivers of Sierra Nevada merge before heading west to San Francisco Bay, is a vitally important ecosystem and water source located south of Sacramento. The Delta is a habitat for hundreds of aquatic and terrestrial species, some of which are unique to the region. It supports critical infrastructure of statewide importance, including energy transmission lines, transportation routes (for ships, trains and trucks) and water delivery structures. The Delta is also a critical link to California's water supply system.

The Delta is in a state of environmental decline due to the loss of wetlands habitat, invasive species, pesticide runoff, pumping operations and other stressors. The decline in the Delta's health threatens these unique environments and water supplies that are key to California's farming communities and the state's overall economy.

The Bay Delta Conservation Plan (BDCP) is a planning and environmental permitting process that will serve as a strategic action plan for habitat restoration measures for the recovery of endangered and sensitive species, will establish a series of protective measures to reduce pollutants and other stressors in the Delta and will identify a new conveyance system necessary to secure water supplies from natural phenomena such as earthquakes and climate changes.

The BDCP represents an effort to comply with state and federal environmental laws to reverse the Delta's decline. State and federal agencies, via the BDCP process have worked for seven years to develop a comprehensive package of ecosystem and water system improvements to address both current issues in the Delta and long-term threats to the state's water supplies.

Eastern Municipal Water District has requested that the City Council provide support of the BDCP.

ALTERNATIVES

- 1. Adopt Proposed Resolution to support the Bay Delta Conservation Plan.
- 2. Do not adopt Proposed Resolution to oppose the current draft of the Bay Delta Conservation Plan.

FISCAL IMPACT

There is no fiscal impact associated with this report.

CITY COUNCIL GOALS

<u>Advocacy</u>. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

NOTIFICATION

N/A

ATTACHMENTS

1. Proposed Resolution

Prepared By: Shanna Palau Management Analyst Department Head Approval: Thomas M. DeSantis Assistant City Manager

RESOLUTION NO. 2013-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, IN SUPPORT OF THE BAY DELTA CONSERVATION PLAN, RELIABLE WATER SUPPLIES, AND ENVIRONMENTAL RESTORATION

WHEREAS, the Sacramento-San Joaquin Delta is a 550,000-acre estuary where the rivers of the Sierra Nevada merge before heading west to San Francisco Bay; and

WHEREAS, water supplies from Northern California that traverse the Delta are vital to California, providing water for 25 million people from the Bay Area to the Mexican border; and

WHEREAS, the Delta is in a state of environmental decline due to the loss of wetlands habitat, invasive species, pesticide runoff, pumping operations and other stressors; and

WHEREAS, the decline in the Delta's health threatens this unique environment and water supplies that are key to California's farming communities and the state's overall \$1.7 trillion economy; and

WHEREAS, the Delta's levees are not engineered to protect the state's water supply distribution system from a major earthquake, and multiple levee failures could disrupt water deliveries and the state's economy for up to three years; and

WHEREAS, experts predict that there is a 66 percent probability of a 6.5 or greater magnitude earthquake within the Delta by 2032; and

WHEREAS, state and federal agencies, via the Bay Delta Conservation Plan (BDCP) process, have worked for seven years to develop a comprehensive package of ecosystem and water system improvements to address both current pressures on the Delta and long-term threats to the state's water supplies; and

WHEREAS, BDCP represents an effort to comply with state and federal environmental laws for fifty years through a cooperative effort to reverse the Delta's decline, and

WHEREAS, the cost-benefit analysis identifies the 9,000 cubic feet per second, twin tunnel option as superior, with a net economic benefit of \$4.5 to \$5.5 billion, offering the best value that also effectively accomplishes key environmental objectives; and

WHEREAS, the smaller facility ('portfolio-based alternative') is inferior in several ways, including its net economic benefit of negative \$1.1 billion; and

Resolution No. 2013 -84 Date Adopted: November 12, 2013

WHEREAS, the failure to take decisive action represents an unacceptable risk to the Delta, environment, economy and lives of 25 million Californians; and

WHEREAS, the State and Federal Administrations have agreed to a comprehensive set of actions outlined in the Administrative Draft of the Bay Delta Conservation Plan that includes Delta water

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

<u>Section 1.</u> The City of Moreno Valley supports the current Bay Delta Conservation Plan process, the 9,000 cubic feet per second twin tunnel option and the concepts in the plan advanced by the State and Federal Administrations. The City of Moreno Valley urges the state and federal agencies to continue progress on releasing a public draft of the plan for review and comment in the Fall of 2013 to ensure that the final BDCP plan meets the co-equal goals of ecosystem restoration for the Delta and reliable water supplies for California.

APPROVED AND ADOPTED this 12th day of November, 2013.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2013-84 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 12th day of November, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3 Resolution No. 2013-84 Date Adopted: November 12, 2013

MINUTES - REGULAR MEETING OF OCTOBER 22, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF OCTOBER 22, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF OCTOBER 22, 2013 (Report of: City Clerk Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2



APPROVALS	
BUDGET OFFICER	me
CITY ATTORNEY	SMB
CITY MANAGER	Q

Report to City Council

- TO: Mayor and City Council
- **FROM:** John Terell, Community & Economic Development Director

AGENDA November 12, 2013 DATE:

TITLE:PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT
#3 (NEIGHBORHOOD STABILIZATION PROGRAM 3 – NSP3)
TO THE FY 2013-2014 ANNUAL ACTION PLAN AND
AMENDMENT #3 TO NSP3 PROGRAM GUIDELINES

RECOMMENDED ACTION

Recommendations: That the City Council:

- 1. Conduct a Public Hearing to allow the public an opportunity to comment on the proposed Substantial Amendment #3 to the FY 2013-2014 Annual Action and Amendment #3 to the NSP 3 Program Guidelines.
- 2. Approve the proposed amendments to the NSP3 Program that redefine the Target Areas and reallocate funds between HUD-approved NSP3 eligible activities (Attachment 1).
- 3. Approve the Budget Appropriation Adjustment (BAA) and authorize the Chief Financial Officer to process the adjustments.
- 4. Authorize the City Manager to reallocate NSP3 funds between HUD-approved grant activities.

<u>SUMMARY</u>

This report recommends that the Council conduct a Public Hearing and consider staff recommendations to approve amendments to the NSP3 Program. The

recommended amendments will allow staff to better administer the program to meet the March 2014 expenditure deadline.

DISCUSSION

On July 21, 2010, the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act) allocated additional NSP assistance. The additional allocation of \$3,687,789 represented the third round of NSP funding and is referred to as NSP3. Almost identical to the NSP1 grant, the City's NSP3 program was required to conform to specific rules and regulations provided in the Federal Notice issued by the U.S. Department of Housing and Urban Development (HUD) on October 19, 2010. To officially secure the NSP 3 grant allocation, the City adopted a Substantial Amendment #1 to the FY 2010-11 Annual Action Plan and submitted the amendment detailing the City's proposed program to HUD; the amendment was approved by HUD in March 2011.

After completing the program design and procurement process for selection of Development Partners, the City commenced the implementation of the NSP3 Program in June 2012. However, significant shifts in the local real estate market have and continue to affect the City's ability to effectively meet the objectives of the NSP3 Program. Under NSP3, grantees were allotted 2 years from the date of the signed grant agreement to expend 50% of the grant funds, and 3 years to expend an amount equal to the total grant allocation. Due to the fluidity of the real estate market, the City has continually been faced with challenges to meet such performance measures. Many of the challenges remain attributed to the greatly reduced inventory of foreclosure properties meeting HUD-imposed requirements, minimum purchase discount requirements, "deeply-targeted" designated target areas and impact score.

In response to the dynamic market and NSP3 Program parameters governed by HUD, staff has made several modifications to the NSP3 Program to increase its efficacy. Some of the changes include but are not limited to expanding the scope of the program with the inclusion of additional eligible activities, reallocating funds between activities with greater opportunities, and redefining target areas.

In February 2013, the City partnered with the Neighborhood Community Stabilization Trust ("Trust"). The Trust is operator of the FHA First-Look program that provides governmental and non-profit agencies the opportunity to acquire foreclosed properties at discounted rates before they are offered to the general public.

As a result of the partnership, the Program's performance has been improved. The partnership has allowed to the City to expend approximately 40% of the grant funds on acquisitions (9 single family houses and 1 four-plex). However, since June 2013 the opportunities through the Trust came to an abrupt halt. As a result of a previous amendment of the program to include the Redevelopment Activity, the City recently partnered with Habitat for Humanity-Riverside to develop an 8-unit single family

subdivision; approximately 36% of the grant has been obligated toward the project which will create homeownership opportunities for eligible buyers earning up to 50% Area Median Income. Overall, approximately 20% of the grant remains to be obligated. The proposed amendments to the program are intended to increase the ability to obligate and spend these remaining funds.

Amendments to Target Areas

When initially devising the NSP3 Program, city staff identified activities to best address the needs of the community while meeting the requirements of HUD to create a "deep targeting" plan. Unlike NSP 1, where most of the City was eligible for identification in a Target Area, HUD required grantees to create target areas that were very tightly defined; the boundaries of the target areas were based upon HUD defined "impact scores." The impact score is the number of properties that must be assisted to make a visible impact to the area. Per HUD, the impact score must be reasonable and have a direct correlation to the total grant allocation. Essentially, the expected outcome or impact must be achievable with the initial grant funds allocated to the grantee. The imposition of the impact scores made it virtually impossible to create target areas large enough to effectively administer the program.

To adhere to program parameters, the City identified areas that met HUD's "deeptargeting" and impact score criteria; unfortunately, the areas were unable to produce any units to meet HUD's performance measures. Slow program performance was not exclusive to Moreno Valley, at the 2-year mark of the NSP3 Program HUD reported an overall performance rate of only 7%; on a cumulative basis, grantees obligated/expended only \$70 million of the total \$1 billion federal NSP3 allocation.

Considering the performance challenges most grantees have experienced, as well as the lack of opportunities available in the market, recent guidance provided by HUD rescinded that the impact score requirement. As a result, staff is proposing to expand, redefine, and/or create new target areas to include regions of the City where there have been acquisition opportunities.

Below is a summary of the expanded target areas Please see the revised NSP3 Target Area map (Attachment 2) and the Target Area Chart (Attachment 3) for more details of the proposed Target Areas. Attachment 4 shows the current Target Areas.

- S <u>Target Area 1:</u> Sunnymead Blvd., Frederick St., Dracaea Ave., and Heacock St.
- S <u>Target Area 2:</u> Kitching St., Eucalyptus Ave., Bay Ave., and Morrison St.
- S <u>Target Area 3:</u> Frederick St., Cottonwood Ave., Indian St., and Alessandro Blvd.
- S <u>Target Area 4:</u> Heacock St., Cold Springs, Parkland Ave., and Mark Twain St.
- § <u>Target Area 5:</u> Indian St., Cactus Ave., Lasselle St., Gentian Ave., Margaret Ave., and Chelbana Way.
- S <u>Target Area 6</u>: Edgemont Area Irregularly bounded by Frederick St., Alessandro Blvd., Cottonwood Ave., Day St., Eucalyptus Ave.

- § <u>Target Area 7:</u> Heacock St., Dracaea Ave., Perris Blvd., and Fir Ave.
- § Target Area 8: Rojo Tierra, Cremello Wy., and Lasselle St.
- § <u>Target Area 9:</u> Pigeon Pass Rd., Swan St., Graham St., and Ironwood Ave.

Amendments to Activity Budgets

Due to the nature of the market and the identification of the activities with the greatest activity, staff is proposing to make the following adjustments to each activity budget:

- Increase Activity 1- Single-Family Residential Acquisition/Rehabilitation/Resale (SFR-ARR) to \$1,554,010 from \$897,063;
- Decrease Activity 2 Multi-Family Residential Acquisition/Rehabilitation/Rental (MFR-ARR) to \$465,000 from \$871,947;
- Decrease Activity 3 NSHP: Buyer-driven Homeownership to \$0 from \$100,000 (this activity is partly funded through the SFR-ARR activity);
- Decrease Activity 4 Demolition to \$0 from \$200,000 (there are no current opportunities available for this activity);
- Decrease Activity 5 Landbanking to \$0 from \$950,000 (there are no current opportunities available for this activity);
- □ Increase Activity 6 Redevelopment to \$1,300,000 from \$300,000
- No change proposed to the Administration budget, it will remain at \$368,779 (10% of initial grant)

ALTERNATIVES

- Approve Substantial Amendment #3 to the FY 2013-2014 CDBG Annual Action Plan, Amendment #3 to the Neighborhood Stabilization Program 3 (NSP3); approve the Budget Appropriation Adjustment and authorize the Chief Financial Officer to process the adjustments; and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. Staff recommends this action because it complies with housing goals as established by the Dodd-Frank Act and adheres to the guidelines provided in the HUD Federal Register Notice, dated October 19, 2010 (Docket No. FR-5447-N-01).
- 2. Do not approve Substantial Amendment #3 to the FY 2013-2014 CDBG Annual Action Plan, Amendment #3 to the Neighborhood Stabilization Program 3 (NSP3); decline to approve the Budget Appropriation Adjustment and decline to authorize the Chief Financial Officer to process the adjustments; and decline to authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. Staff does not recommend this action because it would result in a failure to meet the housing goals established by the Dodd-Frank Act and HUD requirements for NSP3.

FISCAL IMPACT

The NSP3 funds are a HUD grant and do not require any matching funds; NSP3 funds are restricted and exclusively for the use of providing homeownership and rental housing opportunities for households earning up to 120% Area Median Income. THERE IS NO IMPACT ON THE GENERAL FUND.

To effectively modify the activity budgets established during a previous budget cycle, a Budget Appropriation Adjustment must be processed by Finance. Consequently, staff recommends City Council approves the following adjustments, as summarized in the chart below and authorize the Chief Financial Officer to process the adjustments. It is anticipated that the NSP activities could generate Program Income, should this occur the Frank-Dodd Act requires monies to be reapplied to the NSP3 Program and treated as additional funding, subject to the same expenditure criteria and will be allocated accordingly.

Proposed re –appropriations:

NSP Activity	Original HUD Grant Activity Allocations	Grant Activities Expenditures/ Encumbrances Grant Activities	Proposed New HUD Grant Activity Allocations	Amount of Remaining Budget to be Transferred to Current Activity	Current G/L Account 2507-20- 32-72703	Project Account to be Created 2507-20-32- 72703
Activity 1, Single-Family Residential						
Acq./Rehabilitation/Resale (SFR-ARR)	\$897,063	\$1,074,561	\$1,554,010	\$479,449	733201	733202
Activity 2, Multi-Family Residential						
Acq./Rehabilitation/Rental (MFR-ARR)	\$871,947	\$187,077	\$465,000	\$277,923	733201	733203
Activity 3, Neighborhood Stabilization Homeownership Program						
(NSHP)	\$100,000	\$0	\$0	\$0	733201	733204
Activity 4, Demolition	\$200,000	\$0	\$0	\$0	733201	733205
Activity 5, Land banking	\$950,000	\$0	\$0	\$0	733201	733206
Activity 6, Redevelopment	\$300,000	\$83,291	\$1,300,000	\$1,216,709	733201	733207
Administration* (includes salaries and is capped at 10% of overall grant)	\$368,779	\$73,086	\$368,779	\$295.693	733201	733208
Totals	\$3,687,789	\$1,418,015	\$3,687,789	\$2,269,774		

Budget Adjustments

Descriptions	GL Account No.	Type (Rev/Exp)	FYs 13/14 Budget	Proposed Amendments	FY 13/14 Amended Budget
NSP Programs	2507-20-32-72703- 733201	Exp	\$2,269,774	(\$2,269,774)	\$0
Activity 1, Single-Family Residential Acq./Rehabilitation/Resale (SFR- ARR)	2507-20-32-72703- 733202	Exp	\$0	\$479,449	\$479,449
Activity 2, Multi-Family Residential Acq./Rehabilitation/Rental (MFR- ARR)	2507-20-32-72703- 733203	Exp	\$0	\$277,923	\$277,923
Activity 3, Neighborhood Stabilization Homeownership Program (NSHP)	2507-20-32-72703- 733204	Exp	\$0	\$0	\$0
Activity 4, Demolition	2507-20-32-72703- 733205	Exp	\$0	\$0	\$0
Activity 5, Land banking	2507-20-32-72703- 733206	Exp	\$0	\$0	\$0
Activity 6, Redevelopment	2507-20-32-72703- 733207	Exp	\$0	\$1,216,709	\$1,216,709
Administration	2507-20-32-72703- 733208	Exp	\$0	\$60,000	\$60,000
Salaries	2507-20-32-72703- 611110 thru 613114	Exp	\$36,042	\$199,651	\$235,693
Totals			\$2,305,816	\$0	\$2,269,774

During the migration from the old accounting system (One World Financial System) to the new system (LOGOS) the G/L accounts for each of the NSP activities were consolidated into one account: account number 2507-20-32-72703-733201. Each activity is treated separately and distinctly by HUD, consequently, each will require its own sub-account for tracking and reporting purposes, similar to its previous setup in the One World system.

CITY COUNCIL GOALS

1. REVENUE DIVERSIFICATION & PRESERVATION

NSP3 funds will enhance the City's ability to stabilize housing and preserve City neighborhoods.

2. PUBLIC SAFETY

The NSP3 activities will directly or indirectly help to provide a secure environment by reducing the number of vacant and abandoned properties in the community.

3. COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS

The NSP3 activities will help to preserve, rehabilitate, and improve the City's existing neighborhoods.

Item No. E.1

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on October 12, 2013. The official public comment period occurred from October 12, 2013 through November 12, 2013. Respondents were given the opportunity to inquire and provide comments via email, telephone, and fax.

ATTACHMENTS

Attachment 1: NSP3 Substantial Amendment Application to HUD Attachment 2: Revised NSP Target Areas Map Attachment 3: Revised NSP Target Areas Chart with Census Tracts Attachment 4: Current NSP Target Areas Map

Prepared by: Shanikqua Freeman Housing Program Coordinator Department Head Approval: John Terell Community & Economic Development Director

AMENDMENT #3 TO THE NSP3 SUBSTANTIAL AMENDMENT

NOVEMBER 12, 2013

Jurisdiction(s): City of Moreno Valley	NSP Contacts:
	John Terell
Jurisdiction Web Address:	Community & Economic Development
	Director
http://www.moval.org/resident_services/	
housing/index housing.shtml	Shanikqua Freeman
	Housing Program Coordinator
Mailing Address:	
14177 Frederick St.	Telephone: (951) 413-3450
Moreno Valley, CA 92553	
	Fax: (951) 413-3459
	Email: johnt@moval.org
	shanikquaf@moval.org
Grant Number: B-1 ²	1-MN-06-0513

I. Amendment to Area(s) of Greatest Need

Given the recent direction provided by HUD that Target Areas may be defined irrespective of Impact Scores, the City of Moreno Valley is amending the current NSP3 Action Plan to redefine the existing Target Areas as follows:

- S Target Area 1: Sunnymead Blvd., Frederick St., Dracaea Ave., and Heacock St.
- S Target Area 2: Kitching St., Eucalyptus Ave., Bay Ave., and Morrison St.
- S Target Area 3: Frederick St., Cottonwood Ave., Indian St., and Alessandro Blvd.
- S Target Area 4: Heacock St., Cold Springs, Parkland Ave., and Mark Twain St.
- S Target Area 5: Indian St., Cactus Ave., Lasselle St., Gentian Ave., Margaret Ave., and Chelbana Wy.
- S Target Area 6: Edgemont Area Irregularly bounded by Frederick St., Alessandro Blvd., Cottonwood Ave., Day St., Eucalyptus Ave.
- S Target Area 7: Heacock St., Dracaea Ave., Perris Blvd., and Fir Ave.
- S Target Area 8: Rojo Tierra, Cremello Wy., and Lasselle St.
- S Target Area 9: Pigeon Pass Rd., Swan St., Graham St., and Ironwood Ave.

As with many markets across the nation, the Moreno Valley real estate market has experienced a drastic shift affecting the availability of inventory eligible for acquisition through the NSP3 Program. Consequently, the City has eliminated previously identified, non-performing Target Areas and redefined the boundaries of areas that have proven to have greater acquisition opportunities. The newly defined Target Areas reflect regions of Moreno Valley staff has

been able to acquire FHA REOs via the National Community Stabilization Trust's First-Look program.

II. Amendment to Activity Budgets

Incorporated in Amendment# 2 of the NSP3 Program, the City modified the activity allocation schedule, to assist with the focused long-term revitalization plan proposed for the area of the City identified as the Edgemont. Due to its lack of infrastructure, underdevelopment in some areas, and its inability to be developed in other areas, the City intended to leverage NSP funds and other funding sources to address some of the short and long-term economic and housing development challenges. Since the current condition of the Edgemont area is not conducive to development, the City's long-term plan included acquiring properties through the NSP3 Program and land banking them for future redevelopment. Unfortunately, acquisition opportunities have proven themselves to be limited and/or non-existent in the Edgemont Area; thus, monies allocated towards the Demolition and Land Banking activities are being reallocated.

A slight increase of performance has been experienced, staff has been able to successfully acquire multiple single-family residential properties in various areas throughout the city. Additionally, the City has recently formulated a partnership with Habitat for Humanity-Riverside to construct a new subdivision of single-family homes that will create ownership opportunities to families earning up to 50% AMI. Consequently, the activity budgets are being adjusted to reflect the activities with greatest performance, namely, SFR-ARR, MFR-ARR and Redevelopment.

NSP BUDGET NSP3 Total Grant	Current Activity Allocations \$3,687,789	Proposed Activity Allocation Adjustments \$3,687,789		
NSP3-Activity 1, Single-Family Residential Acq./Rehabilitation/Resale (SFR-ARR)	\$897,063	\$1,554,010		
NSP3-Activity 2, Multi-Family Residential Acq./Rehabilitation/Rental (MFR-ARR)	\$871,947	\$465,000		
NSP3-Activity 3, Neighborhood Stabilization Homeownership Program (NSHP)*	\$100,000	\$0		
NSP3-Activity 4, Demolition	\$200,000	\$0 \$0		
NSP3-Activity 5, Land banking NSP3-Activity 6, Redevelopment	\$950,000 \$300,000	\$0 \$1,300,000		
NSP3 Administration Cap (10%)	\$368,779	\$368,779		
Total Proposed Grant Allocations**	\$3,687,789	\$3,687,789		
 * This activity will be funded through Activity 1- SFR/ARR **allocations by activity are subject to change, if adjustments exceed 20% a Substantial Amendment will be processed 				

Below is a summary of the activity budget adjustments:

III. Public Comment

To meet the public noticing requirement, a copy of the draft substantial amendment will be posted on the City of Moreno Valley's website <u>www.moval.org</u> in excess of the 15 day noticing period from

Item No. E.1

October 21, 2013 through November 12, 2013 A Public Notice was advertised in the Press-Enterprise newspaper on October 12, 2013. Public comments will be accepted until 4 p.m. on November 12, 2013. All comments may be submitted via email at <u>NP@moval.org</u>, phone at (951) 413-3450, or fax at (951) 413-3459.

VI. Summary to Public Comments Received

The summary of public comments to be incorporated after the Public Hearing is conducted.

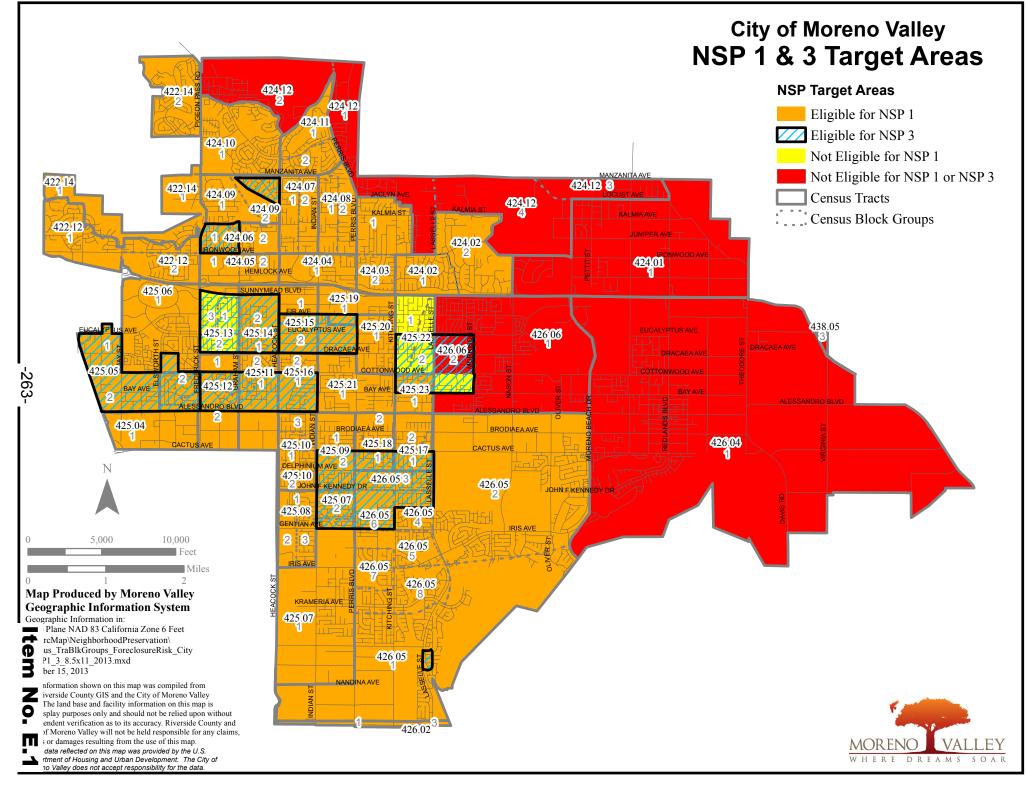
VII. Certifications

- (1) **Affirmatively furthering Fair Housing**. The jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.
- (2) **Anti-lobbying**. The jurisdiction will comply with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- (3) **Authority of Jurisdiction**. The jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.
- (4) **Consistency with Plan**. The housing activities to be undertaken with NSP funds are consistent with its consolidated plan, which means that NSP funds will be used to meet the congressionally identified needs of abandoned and foreclosed homes in the targeted area set forth in the grantee's substantial amendment.
- (5) Acquisition and Relocation. The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the Notice for the NSP program published by HUD.
- (6) **Section 3**. The jurisdiction will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- (7) **Citizen Participation**. The jurisdiction is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements.
- (8) **Following Plan**. The jurisdiction is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.
- (9) Use of Funds in 3 years. The jurisdiction certifies that it will comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 by spending 50

percent of its grant funds within 2 years, and spending 100 percent within 3 years of receipt of the grant.

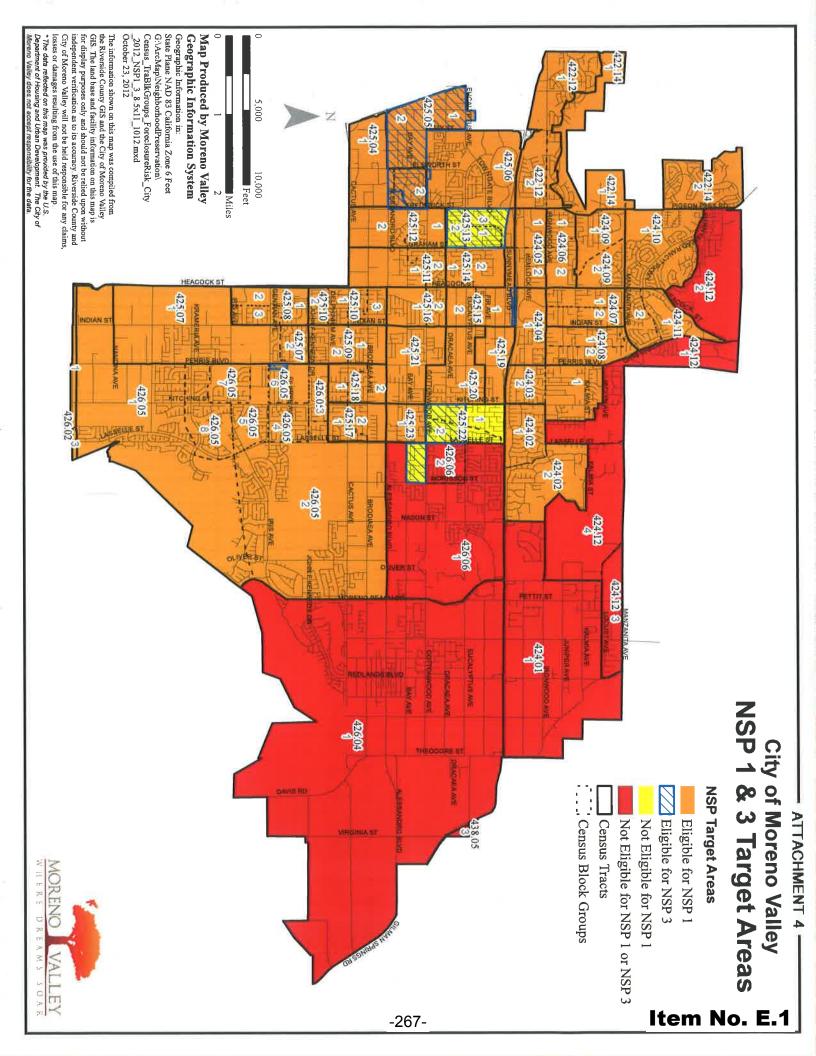
- (10) Use NSP Funds ≤ 120% of AMI. The jurisdiction will comply with the requirement that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120% of area median income.
- (11) Assessments. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.
- (12) Excessive Force. The jurisdiction certifies that it has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (13) **Compliance with Anti-discrimination Laws**. The NSP grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
- (14) **Compliance with Lead-based Paint Procedures**. The activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.
- (15) **Compliance with Laws**. The jurisdiction will comply with applicable laws.

John Terell Community Economic Development Director City of Moreno Valley Date



	NSP 3- TARGET AREAS CENSUS TRACTS/BLOCK GROUPS							
Target Area	Program Activities	Boundaries	Census Tract(s)	Block Group(s)	Map of Target Area			
#1	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Sunnymead Blvd, Frederick Street, Dracaea Ave., and Heacock St.	425.13 425.14	1-3 1-2				
#2	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Kitching St., Eucalyptus Ave., Bay Ave., and Morrison St.	425.22 425.23 426.06	1-2 1 2				
#3	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Frederick St., Cottonwood Ave., Indian st., and Alessandro Blvd.	425.11 425.12 425.16	1 2 1				
#4	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Heacock St., Cold Springs, Parkland Ave., and Mark Twain St.	424.09	2				
#5	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Indian St., Cactus Ave., Lasselle St., Gentian Ave., Margaret Ave., and Chelbana Wy.	425.07 425.09 425.17 425.18 426.05	1-2 2 1 1 3,6				
#6	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Edgemont Area- Irregularly bounded by Frederick St., Alessandro Blvd., Cottonwood Ave., Day St., Eucalyptus Ave.	425.04 425.05 425.06	1 1-2 1-2				
#7	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Heacock St., Dracaea Ave., Perris Blvd., and Fir Ave.	425.15 425.19 425.21	1-2 1 1				
#8	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Rojo Tierra, Cremello Wy., and Lasselle St.	426.05	1				
#9	SFR-ARR, MFR-ARR, Demolition, Redevelopment, Land Banking, Homebuyer Assistance	Pigeon Pass Rd., Swan St., Graham St., and Ironwood Ave.	424.06 424.09	1 1-2				

Item No. E.1





APPROVALS	
BUDGET OFFICER	me
CITY ATTORNEY	SMB
CITY MANAGER	Q

Report to City Council

- TO: Mayor and City Council
- **FROM:** John Terrell, Community & Economic Development Director
- AGENDA DATE: November 12, 2013

TITLE:PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENTS #1
(COMMUNITY DEVELOPMENT BLOCK GRANT - CDBG) AND #2
(HOME INVESTMENT PARTNERSHIP PROGRAM - HOME) TO
THE FY 2013-2014 ANNUAL ACTION PLAN

RECOMMENDED ACTION

Recommendations: That the City Council:

- 1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendments #1 (CDBG) and #2 (HOME) to the FY 2013-2014 Annual Action Plan.
- 2. Review and adopt the proposed Substantial Amendments #1 (CDBG) and #2 (HOME) to the FY 2013-2014 Annual Action Plan.
- 3. Approve the necessary Revenue and Expense Appropriations and authorize the Chief Financial Officer to process the adjustments.
- 4. Authorize the City Manager to reallocate grant funds between HUD-approved grant activities.

<u>SUMMARY</u>

As a recipient of federal grant funding, the City of Moreno Valley completes a five-year Consolidated Plan and an Annual Action Plan that detail the use of the grant funds. Federal law requires that in cases where there are substantial changes to an Annual Action Plan and/or Consolidated Plan, cities notify its citizens of the proposed amendment(s) and provide them the opportunity to comment on the changes, hold a Public Hearing, then submit the Council-approved 'Substantial Amendment(s)' to HUD

for final approval. This staff report proposes changes to activities within the FY 2013-14 Action Plan as follows:

- (1) CDBG Program:
 - (a) Increase the allocation to the Fair Housing Council of Riverside County, Inc. (FHCRC), Fair Housing (Administration) Program by \$10,000; and
- (2) HOME Program:
 - (a) Rededicate \$78,000 to the City's Mobilehome Grant (MHG) Program; and
 - (b) Carry over \$800,000 from FY 2012-13, and allocate \$700,000 to the Hemlock Apartment Project.

This report also proposes that the administrative budgets for each of the grants be adjusted to reflect the maximum allowable amount. CDBG regulations allow entitlement cities to dedicate a maximum of 20% of their annual CDBG allocation to administrative costs; HOME regulations allow for 10%.

DISCUSSION

Federal law requires entitlement cities, such as Moreno Valley, to submit their Annual Action Plan outlining the intended use for grant funding 45-days before the start of a fiscal year. Subsequently, on April 23, 2013, the Moreno Valley City Council approved the FY 2013-14 Action Plan and within it awarded grant allocations to thirty (30) CDBG projects and three (3) HOME projects. At the time, the Department of Housing and Urban Development (HUD) had not yet released the allocations for HOME and CDBG, therefore the Action Plan was adopted utilizing an estimated budget. The budget was based on the previous year's allocation and (as instructed by HUD) included a 10% decrease in case of sequestration cuts. After Council's approval, HUD released the final allocation amounts to cities nationwide. The final CDBG grant issued to Moreno Valley for 2013-14 is \$1,915,206; an amount \$242,586 more than the 'estimated budget' of \$1,672,620 originally incorporated into the 2013-14 Action Plan. The final HOME grant issued to Moreno Valley for 2013-14 is \$493,326; an amount \$71,249 more than the 'estimated budget' of \$422,077 that was originally incorporated into the 2013-14 Action Plan.

The City is now responsible for allocating uncommitted monies in the grant fund balance, along with newly awarded monies, toward eligible grant activities. After a thorough evaluation process, the following Substantial Amendments are being proposed:

Substantial Amendment #1

The following changes to the CDBG program are being proposed under Substantial Amendment #1:

(A) Staff is proposing an increase of the allocation to the Fair Housing Council of Riverside County, Inc. (FHCRC) Fair Housing Program from \$20,000 to \$30,000. This will reinstate the same level of funding in which FHCRC received in the last fiscal year and retain service levels for anti-discrimination education and enforcement in the community. Adequate provisions for fair housing services is a requirement for CDBG, and the ability to fully fund this service will ensure compliance.

As part of this Substantial Amendment, the City had initially proposed to also include the engineering design of a public work project at Atwood Avenue and Princess Lane from Perris Blvd. to the north-east end; however, that project is no longer being considered. The Public Works Dept. has identified a higher priority project that will be presented for public and Council consideration in the near future.

Substantial Amendment #2

The following changes to the HOME program are being proposed under Substantial Amendment #2:

- (A) Rededicate a total of \$78,000 to the City's Mobilehome Grant Program (MHG) for the purposes of completing six outstanding housing rehabilitation projects that were frozen during FY 2012-13 due to city budget cuts. The applications belong to low-income households and were in various stages of the application process when they were placed on hold. The completion of the rehabilitations will make for needed code repairs (such as roofing, plumbing, and flooring) and improve the living conditions of the six households while helping to improve the aesthetics in the city's mobile home parks;
- (B) The proposed amendment includes the allocation of \$700,000 in HOME funds to a previously approved multi-family residential project for low-income families known as the Hemlock Apartments. The 78-unit project consists of the development of two non-contiguous parcels and will result in 25 'very-low' income units and 52 'low' income multi-family units (for a total of 77 'very-low' and 'low' income units, and one managers unit). A total of \$7.5 million in financial assistance was provided by the City and the former City of Moreno Valley Redevelopment Agency (Agency). Of the \$7.5 million, \$1.2 million were HOME dollars. Of the \$1.2 million, \$400,000 was expended in FY 2012-13, remaining \$800,000 is requested to be carried over. In addition, an additional \$700,000 allocation is being requested to cover a financial gap created by unforeseen project redesign costs. The City Council provided tentative approval of this additional assistance on July 9, 2013, contingent on technical analysis. Subsequent technical analysis has verified the appropriateness of the additional assistance.

ALTERNATIVES

- <u>Alternative 1</u>. Adopt Substantial Amendments #1 (CDBG) and #2 (HOME) to the FY 13/14 Annual Action Plan; approve the Revenue and Expense Appropriations including a carryover of \$800,000 for Hemlock Apartments Project, and authorize the Chief Financial Officer to process the adjustments; and authorize the City Manager to reallocate grant funds between HUD-approved grant activities. Staff recommends this action because it complies with HUD's substantial amendment requirements, adheres to the mandatory administrative caps, and would allow for the City to better meet the performance goals established for the HOME and CDBG grants.
- 2. <u>Alternative 2:</u> Decline to adopt Substantial Amendments #1 (CDBG) and #2 (HOME) to the FY 13/14 Annual Action Plan; decline to approve the Revenue and Expense Appropriations and not authorize the Chief Financial Officer to process the adjustments; and not authorize the City Manager to reallocate grant funds between HUD-approved grant activities. Staff does not recommend this action because it would result in a failure to meet HUD's substantial amendment requirements, adhere to the mandatory administrative caps, and would constrain efforts to meet the performance goals of the HOME and CDBG grants.

FISCAL IMPACT

The recommended actions to the CDBG and HOME programs will pose **NO FISCAL IMPACT TO THE GENERAL FUND**. Per federal law, these funds are to be used solely for designated activities. The Revenue/Expenditure Appropriations and Budget Adjustments are as follows:

Description	Fund	GL Account No.	Type (Rev/Exp)	Amount *
Receipt of Grant/ HUD Fund Balance	CDBG	2512-20-32-72611-485000	Rev	\$268,517
Administration – Salaries, Temporary	CDBG	2512-20-32-72611-611310	Exp	38,517
Administration –FHCRC	CDBG	2512-20-32-72611-730101	Exp	\$10,000

CDBG Revenue/Expenditure Appropriations

*Expenditures shall be funded from the additional receipt of grant funds and the use of HUD remaining unobligated balance (fund balance).

CDBG Budget Appropriation Adjustments

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 13/14	Proposed Adjustments	FYs 13/14 Amended Budgets
Receipt of Grant/ HUD Fund Balance	CDBG	2512-20-32-72611-485000	Rev	\$2,575,197	\$268,517	\$2,843,714
Administration – Salaries, Temporary	CDBG	2512-20-32-72611-611310	Exp	\$0	\$38,517	\$38,517
Administration –FHCRC	CDBG	2512-20-32-72611-730101	Exp	\$20,000	\$10,000	\$30,000

HOME Revenue/Expenditure Appropriations

Description	Fund	GL Account No.	Type (Rev/Exp)	Amount *
Receipt of Grant/ HUD Fund Balance	HOME	2506-99-99-92506-485000	Rev	\$800,000 \$785,125
Administration – Salaries, Temporary	HOME	2506-20-32-72656-611310	Exp	\$7,125
Hemlock Family Apts	HOME	2506-20-32-72656-720199	Exp	\$800,000 \$700,000
Mobile Home Grant Program (MHG)	HOME	2506-20-32-72657-733102	Exp	\$78,000

* Expenditures shall be funded from the additional receipt of grant funds and the use of HUD remaining unobligated balance (fund balance).

HOME Budget Appropriation Adjustments

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 13/14	Proposed Adjustments	FYs 13/14 Amended Budgets
Receipt of Grant/ HUD Fund Balance	HOME	2506-99-99-92506-485000	Rev	\$902,077	\$800,000* \$785,125	\$2,487,202
Administration – Salaries, Temporary	HOME	2506-20-32-72656-611310	Exp	\$0	\$7,125	\$7,125
Hemlock Family Apts	HOME	2506-20-32-72656-720199	Exp	\$0	\$800,000* \$700,000	\$1,500,000
Mobile Home Grant Program (MHG)	HOME	2506-20-32-72657-733102	Exp	\$0	\$78,000	\$78,000

*Carryover amount from FY 2012-13.

CITY COUNCIL GOALS

Approval of the proposed substantial amendments will assist to uphold three of the six pre-established City Council Goals.

1. PUBLIC FACILITIES & CAPITAL PROJECTS

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

2. POSITIVE ENVIRONMENT

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

3. COMMUNITY, IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS

Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

Notice of this meeting & announcement of Public Comment Period was originally published in the Press-Enterprise newspaper on October 12, 2013. An updated Notice was published on October 30, 2013. A copy of the proposed amendment was also available on the City website for public review and comment. The official 30-day public review period occurred from October 12 to November 12, 2013. Respondents were given the opportunity to provide comments via email, telephone, and fax.

ATTACHMENTS

ATTACHMENT 1	Proposed FY 2013-2014 Annual Action Plan Substantial Amendment No. 1, CDBG
ATTACHMENT 2	Proposed FY 2013-2014 Annual Action Plan Substantial Amendment No. 2, HOME
ATTACHMENT 3	Copy of Original and Updated Notice(s) of Public Comment Period and Public Hearing

Prepared By: Isa Rojas Management Analyst Department Head Approval: John C. Terell AICP Community & Economic Development Director

Concurred By: Anochar Clark Senior Financial Analyst

Item No. E.2

CITY OF MORENO VALLEY FY 2013/14 ACTION PLAN AMENDMENT NO. 1, CDBG

The Action Plan addresses the City's plan for use of CDBG and HOME funds during Fiscal Year 2013/14. The plan is based upon the Consolidated Plan prepared for both grant programs. The Annual Action Plan facilitates the strategy outlined in the Consolidated Plan by addressing community needs through various mechanisms.

This amendment to the FY 2013/14 Action Plan requires citizen participation (including public hearing, public notice and 30-day review period) because the issue is considered a "substantial amendment." This substantial amendment will be available for public review from October 12, 2013 through November 12, 2013. A public hearing will be conducted at the November 12, 2013 Moreno Valley City Council Meeting at 6:00 p.m. Amendment 1 to the City of Moreno Valley's 2013/14 Annual Action Plan includes the following changes:

(A) Increase the allocation to the Fair Housing Council of Riverside County, Inc. (FHCRC) Fair Housing Program from \$20,000 to \$30,000. This will reinstate the same level of funding in which FHCRC received in the last fiscal year and retain service levels for anti-discrimination education and enforcement in the community; and

(B) Allocate \$220,000 toward the engineering design and land acquisition of a public work project devoted to improving Atwood Avenue and Princess Lane from Perris Blvd. to the north-east end. The project would set the stage for future construction of curb, gutter, sidewalks, driveways, and access ramps in one of the City's Target Areas.

Approved by:

Michelle Dawson, City Manager

CITY OF MORENO VALLEY FY 2013/14 ACTION PLAN AMENDMENT NO. 2, HOME

The Action Plan addresses the City's plan for use of CDBG and HOME funds during Fiscal Year 2013/14. The plan is based upon the Consolidated Plan prepared for both grant programs. The Annual Action Plan facilitates the strategy outlined in the Consolidated Plan by addressing community needs through various mechanisms.

This amendment to the FY 2013/14 Action Plan requires citizen participation (including public hearing, public notice and 30-day review period) because the issue is considered a "substantial amendment". This substantial amendment will be available for public review from October 12, 2013 through November 12, 2013. A public hearing will be conducted at the November 12, 2013 Moreno Valley City Council Meeting at 6:00 p.m. Amendment 2 to the City of Moreno Valley's 2013/14 Annual Action Plan includes the following changes:

- (A) Rededicate a total of \$78,000 to the City's Mobilehome Grant Program (MHG) for the purposes of completing six outstanding housing rehabilitation projects that were frozen during FY 2012-13 due to city budget cuts. The applications belong to lowincome households and were in various stages of the application process when they were placed on hold. The completion of the rehabilitations will make for needed code repairs (such as roofing, plumbing, and flooring) and improve the living conditions of the six households while helping to improve the aesthetics in the city's mobile home parks.
- (B) The Proposed Amendment (HOME) includes the allocation of funds within designated activities previously approved by HUD. \$700,000 in HOME funds will be allocated to a previously approved multi-family residential project for low-income families known as the Hemlock Apartments. The 78-unit project consists of the development of two non-contiguous parcels and will result in 25 'very low' income units and 52 'low' income multi-family units. A total of \$7.5 million in financial assistance was provided by the City and the former City of Moreno Valley Redevelopment Agency (Agency). Of the \$7.5 million, \$1.2 million were HOME dollars. An additional \$700,000 allocation is being requested cover a financial gap created by unforeseen project redesign costs.

Approved by:

Michelle Dawson, City Manager

CITY OF MORENO VALLEY <u>UPDATED - NOTICE OF PUBLIC COMMENT PERIOD</u> <u>AND UPCOMING PUBLIC HEARING</u> PROPOSED FY 2013-14 ACTION PLAN AMENDMENTS AFFECTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME), AND THE NEIGHBORHOOD STABILIZATION (NSP) PROGRAM(S)

As a recipient of federal grant funding, the City of Moreno Valley completes a five-year Consolidated Plan and an Annual Action Plan that details the use of the grant funds. Substantial changes to the current FY 2013-18 Consolidated Plan and/or the FY 2013-14 Annual Action Plan require cities to notify citizens of the proposed Amendments and provide them the opportunity to comment on the changes.

On October 12, 2013, the City had published its original Notice of Public Comment. Since then, the capital improvement project originally proposed under Amendment 1 is no longer being considered. The Public Works Dept. has identified a higher priority project that will be taken forward for public and Council consideration in the near future.

The following are the summaries of the proposed 'Substantial Amendments':

- **<u>FY 2013-14 Amendment 1 affecting CDBG</u>** proposes to: increase the allocation to the Fair Housing Council of Riverside County, Inc. (FHCRC) Fair Housing Program from \$20,000 to \$30,000. This will reinstate the same level of funding in which FHCRC received in the last fiscal year and retain service levels for anti-discrimination education and enforcement in the community.
- **<u>FY 2013-14 Amendment 2 affecting HOME</u>** proposes to: (a) rededicate \$78,000 to the City's Mobilehome Grant Program (MHG) for the purposes of completing six outstanding housing rehabilitation projects that were frozen during FY 2012-13 due to city budget cuts. Completion of the rehabilitations will make needed code repairs (such as roofing, plumbing, and flooring) and improve the living conditions of the six lowincome households; (b) allocate an additional \$700,000 to the Hemlock Family Apartments to cover a financial gap created by unforseen project redesign costs. The project will result in 25 very low income units and 52 low income multi-family units.
- S **<u>FY 2013-14 Amendment 3 affecting NSP</u>** proposes to: redefine the designated NSP Target Areas and reallocate funds between HUD-approved NSP 3 activities.

The proposed Amendments will be available for public review from October 12, 2013 through November 12, 2013. The City Council will hold a Public Hearing to receive comments and adopt the proposed Amendments on **Tuesday, November 12, 2013 at 6:00 p.m**. at the following location:

City Council Chambers City of Moreno Valley - City Hall 14177 Frederick Street Moreno Valley, CA

Information and opportunity to comment may also be found at <u>www.moval.org</u> or by calling the Community & Economic Development Department at (951) 413-3450.

Date Published: October 30, 2013

CITY OF MORENO VALLEY <u>NOTICE OF PUBLIC COMMENT PERIOD AND UPCOMING PUBLIC HEARING</u> PROPOSED FY 2013-14 ACTION PLAN AMENDMENTS AFFECTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME), AND THE NEIGHBORHOOD STABILIZATION (NSP) PROGRAM(S)

As a recipient of federal grant funding, the City of Moreno Valley completes a five-year Consolidated Plan and an Annual Action Plan that details the use of the grant funds. Substantial changes to the current FY 2013-18 Consolidated Plan and/or the FY 2013-14 Annual Action Plan require cities to notify citizens of the proposed Amendments and provide them the opportunity to comment on the changes.

The following are summaries of the proposed 'Substantial Amendments':

- **<u>FY 2013-14 Amendment 1 affecting CDBG</u>** proposes to: (a) increase the allocation to the Fair Housing Council of Riverside County, Inc. (FHCRC) Fair Housing Program from \$20,000 to \$30,000. This will reinstate the same level of funding in which FHCRC received in the last fiscal year and retain service levels for anti-discrimination education and enforcement in the community; and (b) allocate \$220,000 toward the engineering design and land acquisition of a public work project devoted to improving Atwood Avenue and Princess Lane from Perris Blvd. to the north-east end. The project would set the stage for future construction of curb, gutter, sidewalks, driveways, and access ramps in one of the City's Target Areas.
- **<u>FY 2013-14 Amendment 2 affecting HOME</u>** proposes to: (a) rededicate \$78,000 to the City's Mobilehome Grant Program (MHG) for the purposes of completing six outstanding housing rehabilitation projects that were frozen during FY 2012-13 due to city budget cuts. Completion of the rehabilitations will make needed code repairs (such as roofing, plumbing, and flooring) and improve the living conditions of the six lowincome households; (b) allocate an additional \$700,000 to the Hemlock Family Apartments to cover a financial gap created by unforseen project redesign costs. The project will result in 25 very low income units and 52 low income multi-family units.
- S **FY 2013-14 Amendment 3 affecting NSP** proposes to: redefine the designated NSP Target Areas and reallocate funds between HUD-approved NSP 3 activities.

The proposed Amendments will be available for public review from October 12, 2013 through November 12, 2013. The City Council will hold a Public Hearing to receive comments and adopt the proposed Amendments on **Tuesday, November 12, 2013 at 6:00 p.m**. at the following location:

City Council Chambers

City of Moreno Valley - City Hall 14177 Frederick Street Moreno Valley, CA

Information and opportunity to comment may also be found at <u>www.moval.org</u> or by calling the Community & Economic Development Department at (951) 413-3450.

Date Published: October 12, 2013



APPROVALS	
BUDGET OFFICER	me
CITY ATTORNEY	SMB
CITY MANAGER	Q

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: November 12, 2013

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR ASSESSOR'S PARCEL NUMBERS (APNS) 291-192-025; AND 312-250-018, -019, AND -024 BALLOTING FOR NPDES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Accept public comments regarding the mail ballot proceedings for APNs 291-192-025; and 312-250-018, -019, and -024 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

<u>SUMMARY</u>

The action before the City Council is to accept public comments regarding the mail ballot proceedings for APNs 291-192-025; and 312-250-018, -019, and -024.

DISCUSSION

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, conditions new development projects to participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally

owned drainage facilities, including streets, highways, storm drains, and flood control channels. With funding support provided by property owners, the City annually inspects site design, source and treatment control Best Management Practices, monitors maintenance records for those on-site facilities, and performs annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

S. Urena, property owner of APN 291-192-025; and First Industrial, property owner of APNs 312-250-018, -019, and -024 (collectively the "Property Owners") have chosen to satisfy their Conditions of Approval to help support the NPDES program by approving the annual rate to be collected on the Riverside County property tax bill. Mail Ballot proceedings are being conducted 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. The Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on November 12, 2013 and the Public Hearing on December 10, 2013, when the results of the ballot proceeding will be announced.

Approval of the NPDES maximum commercial/industrial regulatory rate fulfills their Conditions of Approval. Provided the mail ballots are approved, the City will be authorized to levy annually the NPDES maximum commercial/industrial regulatory rate on the Riverside County property tax bill or as a monthly charge on a utility bill.

ALTERNATIVES

- 1. Accept public comments regarding the mail ballot proceedings for the Property Owners for approval of the NPDES maximum commercial/industrial regulatory rate. By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.
- 2. **Do not accept public comments** regarding the mail ballot proceedings for the Property Owners for approval of the NPDES maximum commercial/industrial regulatory rate. *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceedings to begin again.*
- 3. **Do not accept public comments** regarding the mail ballot proceedings for the Property Owners for approval of the NPDES maximum commercial/industrial regulatory rate at this time but reschedule it to a date certain, at a regular City Council meeting. *This alternative would require the noticing period to start over and cause additional costs to be incurred for re-noticing.*

FISCAL IMPACT

For fiscal year (FY) 2013/14, the NPDES annual regulatory rate is \$223 per parcel. The NPDES rate is levied on a per parcel basis so if parcels merge, creating one parcel, the property owner will only be levied the current rate each year based on the one parcel. 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.

NOTIFICATION

The Property Owners were given the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, NPDES ballot, instructions for marking and returning the ballot, and a postage-paid envelope for returning the ballot to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the November 12, 2013, Public Meeting and December 10, 2013, Public Hearing was published in The Press-Enterprise on October 24, 2013. Additionally, the Public Hearing notification will be published on November 21 and again on November 29, 2013.

ATTACHMENTS

Attachment 1:	Mail Ballot Packet for S. Urena
Attachment 2:	Mail Ballot Packet for First Industrial

Prepared by: Jennifer Terry, Management Analyst

Concurred by: Candace E. Cassel, Special Districts Division Manager Department Head Approval: Richard Teichert Chief Financial Officer

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

ATTACHMENT 1

TEL: 951.413.3480 Fax: 951.413.3498 www.moval.org



14331 Frederick Street. Suite 2 P. O. Box 88005 Moreno Valley, CA 92552-0805

October 10, 2013

Socrates Urena 20620 Avenida Hacienda Riverside, CA 92508

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR APN 291-192-025 FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE)

***** OFFICIAL BALLOTS ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor's Parcel Number (APN) 291-192-025 the opportunity to express support for or opposition to the approval of the NPDES regulatory rate and services, and for inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all <u>development</u> types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring

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and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

Special Districts Division staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

CSD Zone M Charge

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 291-192-025 is subdivided in the future. The charge levied shall not exceed the charge previously approved by the property owner.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate

For FY 2013/14, the NPDES maximum commercial/industrial regulatory rate is \$223 per parcel. The total amount of the NPDES rates levied for FY 2013/14 for the program as a whole was \$419,571.00.

CSD Zone M Charge

The CSD Zone M annual charge for FY 2013/14 for the existing Alessandro Blvd. median is \$471.25. The total amount of the CSD Zone M charges levied for FY 2013/14 for the program as a whole was \$165,549.72.

Annual Adjustment

NPDES Maximum Commercial/Industrial Regulatory Rate

Beginning in FY 2014/15, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

CSD Zone M Charge

Beginning in FY 2014/15, the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Notice of Mail Ballot Proceeding for S. Urena October 10, 2013

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 291-192-025 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.

Public Meeting	Public Hearing
Tuesday, November 12, 2013	Tuesday, December 10, 2013
6:00 P.M.	6:00 P.M.
(Or As Soon Thereafter As The	(Or As Soon Thereafter As The
Matter May Be Called)	Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges are Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballot is marked in favor of the annual charge.

Effect if Inclusion into and Approval of the Charges are Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements will not satisfy the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If the ballot is marked in opposition to the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and the Conditions of Approval will not be satisfied.

For More Information

If you have any questions about the proposed programs, the annual rates, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Financial and Management Services Department, Monday through Thursday from 7:30 a.m. to 6:00 p.m. at 951.413.3505 or via email at JenniferT@moval.org.

Notice of Mail Ballot Proceeding for S. Urena October 10, 2013

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

- 1. Mark the two enclosed ballots in support for or opposition to the proposed programs and annual charges by placing a mark in the corresponding box.
- 2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will <u>not be counted</u>.*
- 3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
- 4. Ballot(s) must be <u>received</u> by the City Clerk prior to the close of the Public Hearing to be held on <u>Tuesday, December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 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.

Notice of Mail Ballot Proceeding for S. Urena October 10, 2013

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time <u>prior</u> to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. <u>Initials</u> <u>must be clearly printed and placed at the right top corner of the revised selection</u>.

OFFICIAL MAIL BALLOT for Assessor's Parcel Number (APN) 291-192-025 National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 291-192-025, <u>**Lapprove**</u> the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$223 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 2014/15, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 291-192-025, <u>I do not approve</u> 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 will not satisfy the 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
291-192-025 (and any division thereof)			\$223

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 <u>December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

Remember to sign and date the ballot, making sure to mark the appropriate box for each APN, and return it in the enclosed envelope. Your returned ballot must be received by the City Clerk's office prior to the close of the Public Hearing, which is scheduled for 6:00 pm on December 10, 2013.

OFFICIAL MAIL BALLOT for Assessor's Parcel Number (APN) 291-192-025 Moreno Valley Community Services District (CSD) Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 291-192-025, <u>**I approve**</u> the annual CSD Zone M charge for fiscal year (FY) 2013/14 for the existing Alessandro Blvd. median of \$471.25. Beginning FY 2014/15, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 291-192-025, <u>I do not approve</u> the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program will not satisfy the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
291-192-025 (and any division thereof)			\$471.25

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on <u>December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

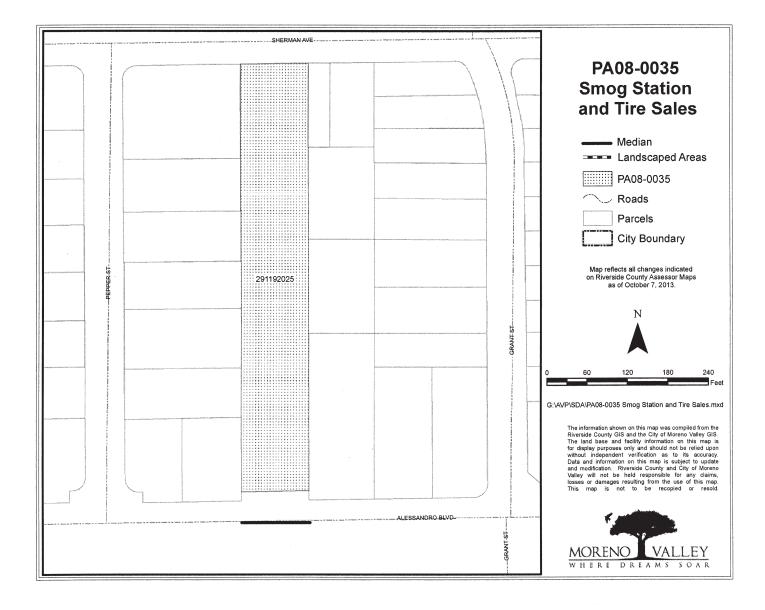
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———— Item No. G.1

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE Adopted by the City Council on January 10, 2006

LEVE	L 1		L	EVEL II		
NPDES Adm	inistration		Site Design, Source Control and Treatment Cont BMPs Monitoring and Maintenance			
(Not covered b	y CSA 152)					
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.			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			
Level I is levied on all parcels	conditioned	for the NPDES	maintenance records.			
Rate Schedule.						
Fiscal Year (FY) 2005/2006 - B Riverside-Orange County Regi of Labor's Bureau of Labor Sta	onal Consun itistics	ner Price Index 1		s published by th	e Departmen	
	Per Month			Per Month		
PROPOSED PARCEL RATE	\$2.67	\$32.00	PROPOSED PARCEL R	ATE \$12.58	\$151.00	
Inflation Factor Adjustments						
FY 2006/2007 - 4.5% = (\$33.00 &	•					
FY 2007/2008 - 3.1% = (\$34.00 &	& \$163.00)					

FY 2007/2008 - 3.1% = (\$34.00 & \$163.00) FY 2008/2009 - 4.2% = (\$35.00 & \$170.00) FY 2009/2010 - no change = (\$35.00 & \$170.00) FY 2010/2011 - no change = (\$35.00 & \$170.00) FY 2011/2012 - 3.8% = (\$36.00 & \$176.00) FY 2012/2013 - 2.7% = (\$37.00 & \$181.00) FY 2013/2014 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar



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Tel: 951.413.3480 Fax: 951.413.3498 www.moval.org



14331 Frederick Street. Suite 2 P. O. Box 88005 Moreno Valley, CA 92552-0805

October 10, 2013

First Industrial 898 N Sepulveda, Suite 750 El Segundo, CA 90245

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR APNs 312-250-018, 312-250-019, AND 312-250-024 FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE)

***** OFFICIAL BALLOTS ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor's Parcel Numbers (APNs) 312-250-018, 312-250-019, and 312-250-024 the opportunity to express support for or opposition to the approval of the NPDES regulatory rate and services, and for inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

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The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate

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Special Districts Division staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

CSD Zone M Charge

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if the previously mentioned APNs are subdivided in the future. If parcels are merged, then the annual charges for those parcels shall be combined. The charge levied shall not exceed the charge previously approved by the property owner.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate

For FY 2013/14, the NPDES maximum commercial/industrial regulatory rate is \$223 per parcel. The total amount of the NPDES rates levied for FY 2013/14 for the program as a whole was \$419,571.00.

CSD Zone M Charge

The CSD Zone M annual charge for FY 2013/14 for the existing Perris Blvd. median is \$262.07 and is spread to each APN based on the parcel's acreage. The total amount of the CSD Zone M charges levied for FY 2013/14 for the program as a whole was \$165,549.72.

Annual Adjustment

NPDES Maximum Commercial/Industrial Regulatory Rate

Beginning in FY 2014/15, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

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based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 312-250-018, 312-250-019, and 312-250-024 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

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Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges are Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charges will be confirmed if a simple majority of the weighted value of APNs are marked in favor of the annual charges.

Effect if Inclusion into and Approval of the Charges are Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements will not satisfy the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If the ballot is marked in opposition to the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and the Conditions of Approval will not be satisfied.

For More Information

If you have any questions about the proposed programs, the annual rates, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a

Division of the Financial and Management Services Department, Monday through Thursday from 7:30 a.m. to 6:00 p.m. at 951.413.3505 or via email at JenniferT@moval.org.

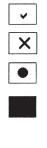
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- 2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will <u>not be counted</u>.*
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Ballot Marks

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 <u>prior</u> to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. <u>Initials</u> must be clearly printed and placed at the right top corner of the revised selection.

OFFICIAL MAIL BALLOT for Assessor's Parcel Numbers (APNs) 312-250-018, 312-250-019, and 312-250-024 National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 312-250-018, 312-250-019, and 312-250-024, <u>**I approve**</u> the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$223 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 2014/15, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 312-250-018, 312-250-019, and 312-250-024, <u>I do not approve</u> 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 will not satisfy the 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
312-250-018 (and any division thereof)			\$223
312-250-019 (and any division thereof)			\$223
312-250-024 (and any division thereof)			\$223

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 <u>December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

Remember to sign and date the ballot, making sure to mark the appropriate box for each APN, and return it in the enclosed envelope. Your returned ballot must be received by the City Clerk's office prior to the close of the Public Hearing, which is scheduled for 6:00 pm on December 10, 2013.

Item No. G.1

OFFICIAL MAIL BALLOT for Assessor's Parcel Numbers (APNs) 312-250-018, 312-250-019, and 312-250-024 Moreno Valley Community Services District (CSD) Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APNs 312-250-018, 312-250-019, and 312-250-024, **Lapprove** the annual CSD Zone M charge for FY 2013/14 for the Perris Blvd. median of \$262.07. Beginning FY 2014/15, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charges shall be placed on the Riverside County property tax bill. The CSD Zone M charges shall be proportionally adjusted if said APNs are subdivided. If parcels are merged then the annual charges for those parcels shall be combined.

NO^{**} — as the property owner of APNs 312-250-018, 312-250-019, and 312-250-024, <u>I do not</u> <u>approve</u> the CSD Zone M annual parcel charges. I understand that not incorporating said APNs into the CSD Zone M program will not satisfy the Conditions of Approval. The CSD Zone M charges shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge***
312-250-018 (and any division thereof)			\$40.04
312-250-019 (and any division thereof)			174.94
312-250-024 (and any division thereof)			47.09

***The weighted value for each APN is equal to its proposed annual charge. The total proposed Zone M charge for this ballot is \$262.07.

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on <u>December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

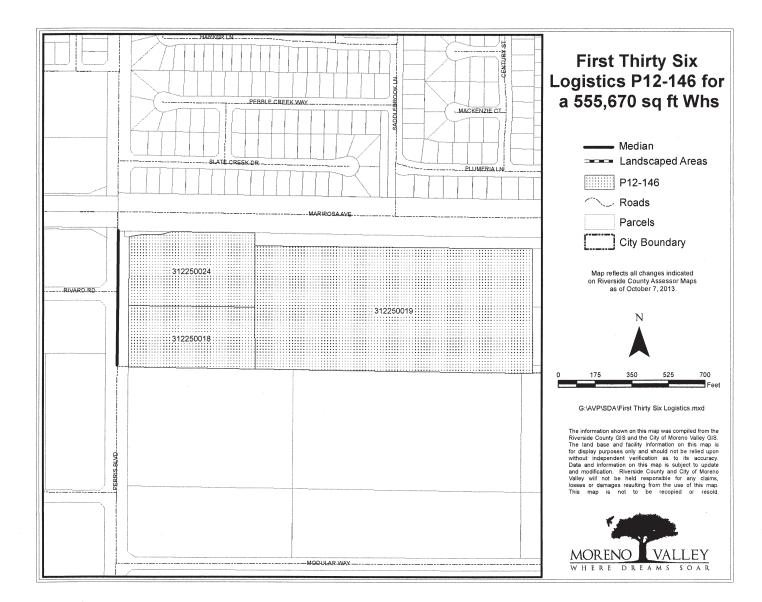
Remember to sign and date the ballot, making sure to mark the appropriate box for each APN, and return it in the enclosed envelope. Your returned ballot must be received by the City Clerk's office prior to the close of the Public Hearing, which is scheduled for 6:00 pm on December 10, 2013.

-Item No. G.1

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE Adopted by the City Council on January 10, 2006

LEVEL 1		LEVEI	_ 11		
NPDES Adm	NPDES Administration		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance		
(Not covered b	y CSA 152)				
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.		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			
Level I is levied on all parcels Rate Schedule.	conditioned t	or the NPDES	maintenance records.		
	ional Consum atistics	er Price Index f	t to an annual inflation factor b or All Urban Consumers, as pul		-
	Per Month	Per Year		Per Month	Per Year
PROPOSED PARCEL RATE		\$32.00	PROPOSED PARCEL RATE	\$12.58	\$151.00

FY 2006/2007 - 4.5% = (\$33.00 & \$158.00) FY 2007/2008 - 3.1% = (\$34.00 & \$163.00) FY 2008/2009 - 4.2% = (\$35.00 & \$170.00) FY 2009/2010 - no change = (\$35.00 & \$170.00) FY 2010/2011 - no change = (\$35.00 & \$170.00) FY 2011/2012 - 3.8% = (\$36.00 & \$176.00) FY 2012/2013 - 2.7% = (\$37.00 & \$181.00) FY 2013/2014 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar



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APPROVALS	
BUDGET OFFICER	me
CITY ATTORNEY	SMB
CITY MANAGER	Q

Report to City Council

- TO: Mayor and City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)
- **FROM:** Richard Teichert, Chief Financial Officer
- AGENDA DATE: November 12, 2013
- TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR ASSESSOR'S PARCEL NUMBERS (APNS) 291-192-025; 312-250-018, -019, AND -024; AND 316-020-002 THROUGH -005 AND 316-020-012 THROUGH -019 BALLOTING FOR CSD ZONE M

RECOMMENDED ACTION

Recommendations: That the CSD:

 Accept public comments regarding the mail ballot proceedings for APNs 291-192-025; 312-250-018, -019, and -024; and 316-020-002 through -005 and 316-020-012 through -019 for inclusion into and approval of the annual charges for the CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) program.

<u>SUMMARY</u>

The action before the CSD Board is to accept public comments regarding the mail ballot proceedings for APNs 291-192-025; 312-250-018, -019, and -024; and 316-020-002 through -005 and 316-020-012 through -019.

DISCUSSION

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires

that certain commercial, industrial, and multifamily developments be conditioned to fund the ongoing maintenance of arterial medians.

Special Districts, a division of the Financial and Management Services Department, manages private landscape maintenance firms to ensure that landscape preservation activities within specially designated districts or zones are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual parcel charge, paid by adjacent new developments, provides funding for the maintenance of improved medians within the CSD. Approved CSD Zone M annual parcel charges are levied on the Riverside County property tax bill.

S. Urena, property owner of APN 291-192-025; First Industrial, property owner of APNs 312-250-018, -019, and -024; and FR Cal Indian Ave, property owner of APNs 316-020-002 through -005 and 316-020-012 through -019 (collectively the "Property Owners") have chosen to satisfy their Conditions of Approval to help support the CSD Zone M program by approving the annual charge to be collected on the Riverside County property tax bill. Mail Ballot proceedings are being conducted 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. The Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on November 12, 2013 and the Public Hearing on December 10, 2013, when the results of the ballot proceeding will be announced.

Approval of the CSD Zone M annual charge fulfills their Conditions of Approval. Provided the mail ballots are approved, the City will be authorized to levy annually the CSD Zone M annual charge on the Riverside County property tax bill.

ALTERNATIVES

- 1. Accept public comments regarding the mail ballot proceedings for the Property Owners for inclusion into and approval of the annual parcel charges for the CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) program. By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.
- 2. **Do not accept public comments** regarding the mail ballot proceedings for the Property Owners for inclusion into and approval of the annual parcel charges for the CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) program. *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceedings to begin again.*
- 3. **Do not accept public comments** regarding the mail ballot proceedings for the Property Owners for inclusion into and approval of the annual parcel charges for the CSD Zone M (Commercial, Industrial, and Multifamily Improved Median

Maintenance) program at this time but reschedule it to a date certain, at a regular City Council meeting. *This alternative would require the noticing period to start over and cause additional costs to be incurred for re-noticing.*

FISCAL IMPACT

For fiscal year (FY) 2013/14, the estimated CSD Zone M annual parcel charges for each APN are as follows:

APN	CSD Zone M Annual Charge	APN	CSD Zone M Annual Charge
291-192-025	\$471.25	316-020-012	248.78
312-250-018	40.04	316-020-013	581.39
312-250-019	174.94	316-020-014	643.59
312-250-024	47.09	316-020-015	982.96
316-020-002	1275.01	316-020-016	611.14
316-020-003	1275.01	316-020-017	611.14
316-020-004	1335.85	316-020-018	612.49
316-020-005	1334.50	316-020-019	612.49

The CSD Zone M annual parcel charge was estimated based on each development's front linear footage to the adjacent median. For developments that have multiple parcels the total obligation for the development was proportionately allocated based on acreage. The CSD Zone M charge will be proportionally adjusted if said APNs are subdivided and if parcels are merged, then the annual charges for those parcels shall be combined. Funds collected for the CSD Zone M program are restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness

The Zone M program allows the CSD an opportunity to maintain the appearance of developed areas within the City.

Revenue Diversification and Preservation

The CSD Zone M annual charge provides funding for program costs, which include maintenance and administration.

NOTIFICATION

The Property Owners were given the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project

area, Zone M ballot, instructions for marking and returning the ballot, and a postagepaid envelope for returning the ballot to the City Clerk. (See Attachments 1 through 3.)

Newspaper advertising for the November 12, 2013, Public Meeting and December 10, 2013, Public Hearing was published in The Press-Enterprise on October 24, 2013. Additionally, the Public Hearing notification will be published on November 21 and again on November 29, 2013.

ATTACHMENTS

Attachment 1:	Mail Ballot Packet for S. Urena
Attachment 2:	Mail Ballot Packet for First Industrial
Attachment 3:	Mail Ballot Packet for FR Cal Indian Ave

Prepared By: Jennifer Terry Management Analyst Department Head Approval: Richard Teichert Chief Financial Officer

Concurred By: Candace E. Cassel Special Districts Division Manager

ATTACHMENT 1

TEL: 951.413.3480 Fax: 951.413.3498 www.moval.org



14331 Frederick Street. Suite 2 P. O. Box 88005 Moreno Valley, CA 92552-0805

October 10, 2013

Socrates Urena 20620 Avenida Hacienda Riverside, CA 92508

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR APN 291-192-025 FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE)

***** OFFICIAL BALLOTS ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor's Parcel Number (APN) 291-192-025 the opportunity to express support for or opposition to the approval of the NPDES regulatory rate and services, and for inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all <u>development</u> types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring

Notice of Mail Ballot Proceeding for S. Urena October 10, 2013

and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

Special Districts Division staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

CSD Zone M Charge

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 291-192-025 is subdivided in the future. The charge levied shall not exceed the charge previously approved by the property owner.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate

For FY 2013/14, the NPDES maximum commercial/industrial regulatory rate is \$223 per parcel. The total amount of the NPDES rates levied for FY 2013/14 for the program as a whole was \$419,571.00.

CSD Zone M Charge

The CSD Zone M annual charge for FY 2013/14 for the existing Alessandro Blvd. median is \$471.25. The total amount of the CSD Zone M charges levied for FY 2013/14 for the program as a whole was \$165,549.72.

Annual Adjustment

NPDES Maximum Commercial/Industrial Regulatory Rate

Beginning in FY 2014/15, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

CSD Zone M Charge

Beginning in FY 2014/15, the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Notice of Mail Ballot Proceeding for S. Urena October 10, 2013

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 291-192-025 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.

Public Meeting	Public Hearing
Tuesday, November 12, 2013	Tuesday, December 10, 2013
6:00 P.M.	6:00 P.M.
(Or As Soon Thereafter As The	(Or As Soon Thereafter As The
Matter May Be Called)	Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges are Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballot is marked in favor of the annual charge.

Effect if Inclusion into and Approval of the Charges are Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements will not satisfy the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If the ballot is marked in opposition to the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and the Conditions of Approval will not be satisfied.

For More Information

If you have any questions about the proposed programs, the annual rates, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Financial and Management Services Department, Monday through Thursday from 7:30 a.m. to 6:00 p.m. at 951.413.3505 or via email at JenniferT@moval.org.

Notice of Mail Ballot Proceeding for S. Urena October 10, 2013

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

- 1. Mark the two enclosed ballots in support for or opposition to the proposed programs and annual charges by placing a mark in the corresponding box.
- 2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will <u>not be counted</u>.*
- 3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
- 4. Ballot(s) must be <u>received</u> by the City Clerk prior to the close of the Public Hearing to be held on <u>Tuesday, December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 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.

Notice of Mail Ballot Proceeding for S. Urena October 10, 2013

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time <u>prior</u> to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. <u>Initials</u> <u>must be clearly printed and placed at the right top corner of the revised selection</u>.

OFFICIAL MAIL BALLOT for Assessor's Parcel Number (APN) 291-192-025 National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 291-192-025, **Lapprove** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$223 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 2014/15, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 291-192-025, <u>I do not approve</u> 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 will not satisfy the 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
291-192-025 (and any division thereof)			\$223

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 <u>December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

Remember to sign and date the ballot, making sure to mark the appropriate box for each APN, and return it in the enclosed envelope. Your returned ballot must be received by the City Clerk's office prior to the close of the Public Hearing, which is scheduled for 6:00 pm on December 10, 2013.

OFFICIAL MAIL BALLOT for Assessor's Parcel Number (APN) 291-192-025 Moreno Valley Community Services District (CSD) Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 291-192-025, <u>**I approve**</u> the annual CSD Zone M charge for fiscal year (FY) 2013/14 for the existing Alessandro Blvd. median of \$471.25. Beginning FY 2014/15, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 291-192-025, <u>I do not approve</u> the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program will not satisfy the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
291-192-025 (and any division thereof)			\$471.25

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on <u>December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

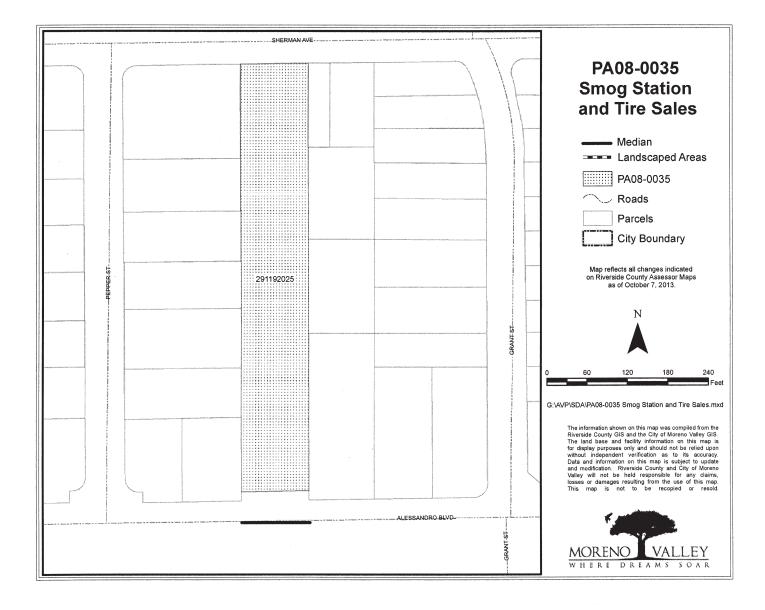
Remember to sign and date the ballot, making sure to mark the appropriate box for each APN, and return it in the enclosed envelope. Your returned ballot must be received by the City Clerk's office prior to the close of the Public Hearing, which is scheduled for 6:00 pm on December 10, 2013.

_____Item No. G.2

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 Admin	istration		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance		
(Not covered by	CSA 152)				
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.		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			
Level I is levied on all parcels conditioned for the NPDES		maintenance records.			
Rate Schedule.					
Fiscal Year (FY) 2005/2006 - Bas Riverside-Orange County Regior of Labor's Bureau of Labor Statis	nal Consum stics	ner Price Index 1		blished by the	e Departmen
	Per Month	Per Year		Per Month	
PROPOSED PARCEL RATE	\$2.67	\$32.00	PROPOSED PARCEL RATE	\$12.58	\$151.00
Inflation Easter Adjustments					
Inflation Factor Adjustments	159 00)				
FY 2006/2007 - 4.5% = (\$33.00 & \$ FY 2007/2008 - 3.1% = (\$34.00 & \$	•				

FY 2007/2008 - 3.1% = (\$34.00 & \$163.00) FY 2008/2009 - 4.2% = (\$35.00 & \$170.00) FY 2009/2010 - no change = (\$35.00 & \$170.00) FY 2010/2011 - no change = (\$35.00 & \$170.00) FY 2011/2012 - 3.8% = (\$36.00 & \$176.00) FY 2012/2013 - 2.7% = (\$37.00 & \$181.00) FY 2013/2014 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar



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Tel: 951.413.3480 Fax: 951.413.3498 www.moval.org



14331 Frederick Street. Suite 2 P. O. Box 88005 Moreno Valley, CA 92552-0805

October 10, 2013

First Industrial 898 N Sepulveda, Suite 750 El Segundo, CA 90245

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR APNs 312-250-018, 312-250-019, AND 312-250-024 FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE)

***** OFFICIAL BALLOTS ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor's Parcel Numbers (APNs) 312-250-018, 312-250-019, and 312-250-024 the opportunity to express support for or opposition to the approval of the NPDES regulatory rate and services, and for inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

Special Districts Division staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

CSD Zone M Charge

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if the previously mentioned APNs are subdivided in the future. If parcels are merged, then the annual charges for those parcels shall be combined. The charge levied shall not exceed the charge previously approved by the property owner.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate

For FY 2013/14, the NPDES maximum commercial/industrial regulatory rate is \$223 per parcel. The total amount of the NPDES rates levied for FY 2013/14 for the program as a whole was \$419,571.00.

CSD Zone M Charge

The CSD Zone M annual charge for FY 2013/14 for the existing Perris Blvd. median is \$262.07 and is spread to each APN based on the parcel's acreage. The total amount of the CSD Zone M charges levied for FY 2013/14 for the program as a whole was \$165,549.72.

Annual Adjustment

NPDES Maximum Commercial/Industrial Regulatory Rate

Beginning in FY 2014/15, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

CSD Zone M Charge

Beginning in FY 2014/15, the CSD Zone M charge shall be subject to an annual adjustment

based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 312-250-018, 312-250-019, and 312-250-024 (and any division thereof) and shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.

Public Meeting	Public Hearing		
Tuesday, November 12, 2013	Tuesday, December 10, 2013		
6:00 P.M.	6:00 P.M.		
(Or As Soon Thereafter As The	(Or As Soon Thereafter As The		
Matter May Be Called)	Matter May Be Called)		

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges are Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charges will be confirmed if a simple majority of the weighted value of APNs are marked in favor of the annual charges.

Effect if Inclusion into and Approval of the Charges are Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements will not satisfy the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If the ballot is marked in opposition to the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bill and the Conditions of Approval will not be satisfied.

For More Information

If you have any questions about the proposed programs, the annual rates, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a

Division of the Financial and Management Services Department, Monday through Thursday from 7:30 a.m. to 6:00 p.m. at 951.413.3505 or via email at JenniferT@moval.org.

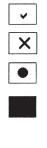
Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

- 1. Mark the two enclosed ballots in support for or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
- 2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will <u>not be counted</u>.*
- 3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, postage-paid envelopes have been included for return of the ballots.
- 4. Ballot(s) must be <u>received</u> by the City Clerk prior to the close of the Public Hearing to be held on <u>Tuesday, December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 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 <u>prior</u> to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. <u>Initials</u> must be clearly printed and placed at the right top corner of the revised selection.

OFFICIAL MAIL BALLOT for Assessor's Parcel Numbers (APNs) 312-250-018, 312-250-019, and 312-250-024 National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 312-250-018, 312-250-019, and 312-250-024, <u>**I approve**</u> the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2013/14, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$223 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 2014/15, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 312-250-018, 312-250-019, and 312-250-024, <u>I do not approve</u> 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 will not satisfy the 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
312-250-018 (and any division thereof)			\$223
312-250-019 (and any division thereof)			\$223
312-250-024 (and any division thereof)			\$223

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 <u>December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

Remember to sign and date the ballot, making sure to mark the appropriate box for each APN, and return it in the enclosed envelope. Your returned ballot must be received by the City Clerk's office prior to the close of the Public Hearing, which is scheduled for 6:00 pm on December 10, 2013.

Item No. G.2-

OFFICIAL MAIL BALLOT for Assessor's Parcel Numbers (APNs) 312-250-018, 312-250-019, and 312-250-024 Moreno Valley Community Services District (CSD) Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APNs 312-250-018, 312-250-019, and 312-250-024, **Lapprove** the annual CSD Zone M charge for FY 2013/14 for the Perris Blvd. median of \$262.07. Beginning FY 2014/15, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charges shall be placed on the Riverside County property tax bill. The CSD Zone M charges shall be proportionally adjusted if said APNs are subdivided. If parcels are merged then the annual charges for those parcels shall be combined.

NO^{**} — as the property owner of APNs 312-250-018, 312-250-019, and 312-250-024, <u>I do not</u> <u>approve</u> the CSD Zone M annual parcel charges. I understand that not incorporating said APNs into the CSD Zone M program will not satisfy the Conditions of Approval. The CSD Zone M charges shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge***
312-250-018 (and any division thereof)			\$40.04
312-250-019 (and any division thereof)			174.94
312-250-024 (and any division thereof)			47.09

***The weighted value for each APN is equal to its proposed annual charge. The total proposed Zone M charge for this ballot is \$262.07.

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on <u>December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

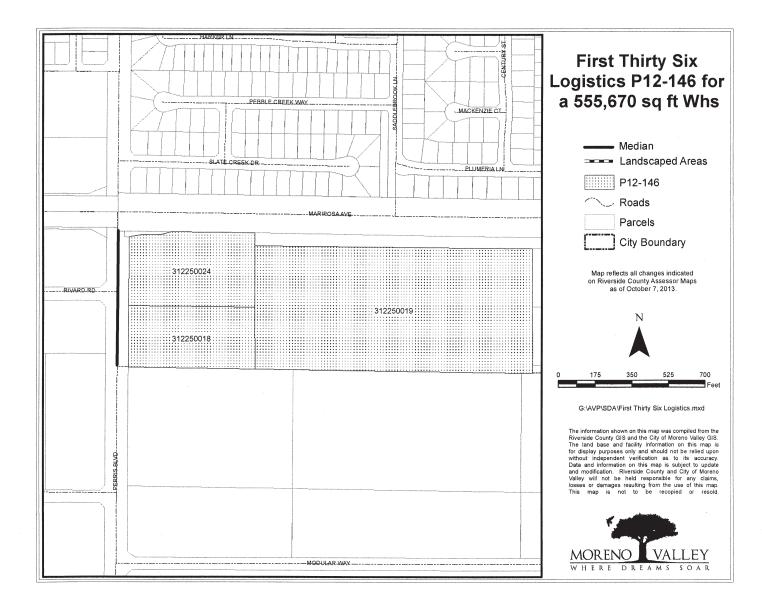
Remember to sign and date the ballot, making sure to mark the appropriate box for each APN, and return it in the enclosed envelope. Your returned ballot must be received by the City Clerk's office prior to the close of the Public Hearing, which is scheduled for 6:00 pm on December 10, 2013.

-Item No. G.2

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 Adm	inistration		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance			
(Not covered b	y CSA 152)					
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.		Source control and treatment control Bivins, evaluation of				
Level I is levied on all parcels Rate Schedule.	conditioned f	or the NPDES	maintenance records.			
	ional Consum atistics		t to an annual inflation factor b or All Urban Consumers, as pul			
	Per Month	Per Year		Per Month	Per Year	
	\$2.67	\$32.00	PROPOSED PARCEL RATE	\$12.58	\$151.00	

FY 2006/2007 - 4.5% = (\$33.00 & \$158.00) FY 2007/2008 - 3.1% = (\$34.00 & \$163.00) FY 2008/2009 - 4.2% = (\$35.00 & \$170.00) FY 2009/2010 - no change = (\$35.00 & \$170.00) FY 2010/2011 - no change = (\$35.00 & \$170.00) FY 2011/2012 - 3.8% = (\$36.00 & \$176.00) FY 2012/2013 - 2.7% = (\$37.00 & \$181.00) FY 2013/2014 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar



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Tel: 951.413.3480 Fax: 951.413.3498 www.moval.org



14331 Frederick Street. Suite 2 P. O. Box 88005 Moreno Valley, CA 92552-0805

October 10, 2013

FR Cal Indian Ave c/o CDP Development, Inc. 20411 SW Birch St, Suite 200 Newport Beach, CA 92660

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR APNs 316-020-002, 316-020-003, 316-020-004, 316-020-005, 316-020-012, 316-020-013, 316-020-014, 316-020-015, 316-020-016, 316-020-017, 316-020-018, AND 316-020-019 FOR INCLUSION INTO AND APPROVAL OF THE COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) ANNUAL CHARGE

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor's Parcel Numbers (APNs) 316-020-002, 316-020-003, 316-020-004, 316-020-005, 316-020-012, 316-020-013, 316-020-014, 316-020-015, 316-020-016, 316-020-017, 316-020-018, and 316-020-019 the opportunity to express support for or opposition to inclusion into and approval of the annual charge for the CSD Zone M program to provide ongoing maintenance of the Iris Avenue landscaped median.

Background

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

Special Districts Division staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

Notice of Mail Ballot Proceeding for FR Cal Indian Ave October 10, 2013

How is the Amount of the Charge Determined?

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if the previously mentioned APNs are subdivided in the future. If parcels are merged, then the annual charges for those parcels shall be combined.

Proposed Charge

The CSD Zone M annual charge for FY 2013/14 for the Iris Ave. median is \$10,124.35 and is spread to each APN based on the parcel's acreage. The total amount of the CSD Zone M charges levied for FY 2013/14 for the program as a whole was \$165,549.72.

Annual Adjustment

Beginning in FY 2014/15, the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval, the CSD Zone M charge shall be placed on the Riverside County property tax bill. The CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment. The charge levied shall not exceed the charge previously approved by the property owner.

Public Hearing

To provide information concerning this mail ballot proceeding the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.

Public Meeting	Public Hearing		
Tuesday, November 12, 2013	Tuesday, December 10, 2013		
6:00 P.M.	6:00 P.M.		
(Or As Soon Thereafter As The	(Or As Soon Thereafter As The		
Matter May Be Called)	Matter May Be Called)		

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges are Approved

Inclusion into the CSD Zone M program and approval of the annual charges will be confirmed if a simple majority of the weighted value of APNs are marked in favor of the annual charges.

Effect if Inclusion into and Approval of the Charges are Not Approved

If a majority of the weighted value of APNs opposes the CSD Zone M annual charges, then the annual charges will not be levied on the property tax bills and the Conditions of Approval will not be satisfied.

Notice of Mail Ballot Proceeding for FR Cal Indian Ave October 10, 2013

For More Information

If you have any questions about the proposed program, the annual charge, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Financial and Management Services Department, Monday through Thursday from 7:30 a.m. to 6:00 p.m. at 951.413.3505 or via email at JenniferT@moval.org.

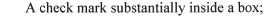
Completing Your Ballot

Property owner may submit the enclosed ballot to the Secretary of the CSD (City Clerk) in support of or opposition to the proposed program and annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

- 1. Mark the enclosed ballot in support for or opposition to the proposed program and annual charges **by placing a mark in the corresponding boxes.**
- 2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will <u>not be counted</u>.*
- 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 <u>received</u> by the City Clerk prior to the close of the Public Hearing to be held on <u>Tuesday, December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 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:



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 <u>prior</u> to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. <u>Initials</u> <u>must be clearly printed and placed at the right top corner of the revised selection</u>.

OFFICIAL MAIL BALLOT for Assessor's Parcel Numbers (APNs) 316-020-002, 316-020-003, 316-020-004, 316-020-005, 316-020-012, 316-020-013, 316-020-014, 316-020-015, 316-020-016, 316-020-017, 316-020-018, and 316-020-019 Balloting on Moreno Valley Community Services District (CSD) Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of the above mentioned APNs, <u>**I approve</u>** the annual CSD Zone M charge of \$10,124.35 for fiscal year (FY) 2013/14 for the ongoing maintenance of the Iris Ave. median. Beginning FY 2014/15, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval, the CSD Zone M charges shall be placed annually on the Riverside County property tax bill. The CSD Zone M charges shall be proportionally adjusted if said APNs are subdivided. If parcels are merged, then the annual charges for those parcels shall be combined.</u>

NO** — as the property owner of the above mentioned APNs, <u>I do not approve</u> the CSD Zone M annual parcel charges for the ongoing maintenance of the Iris Ave. median. I understand that not incorporating said APNs into the CSD Zone M program will not satisfy the Conditions of Approval. The CSD Zone M charges are not authorized to be included on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge***
316-020-002 (and any division thereof)			\$1,275.01
316-020-003 (and any division thereof)			1,275.01
316-020-004 (and any division thereof)			1,335.85
316-020-005 (and any division thereof)			1,334.50
316-020-012 (and any division thereof)			248.78
316-020-013 (and any division thereof)			581.39
316-020-014 (and any division thereof)			643.59
316-020-015 (and any division thereof)			982.96
316-020-016 (and any division thereof)			611.14
316-020-017 (and any division thereof)			611.14
316-020-018 (and any division thereof)			612.49
316-020-019 (and any division thereof)			612.49

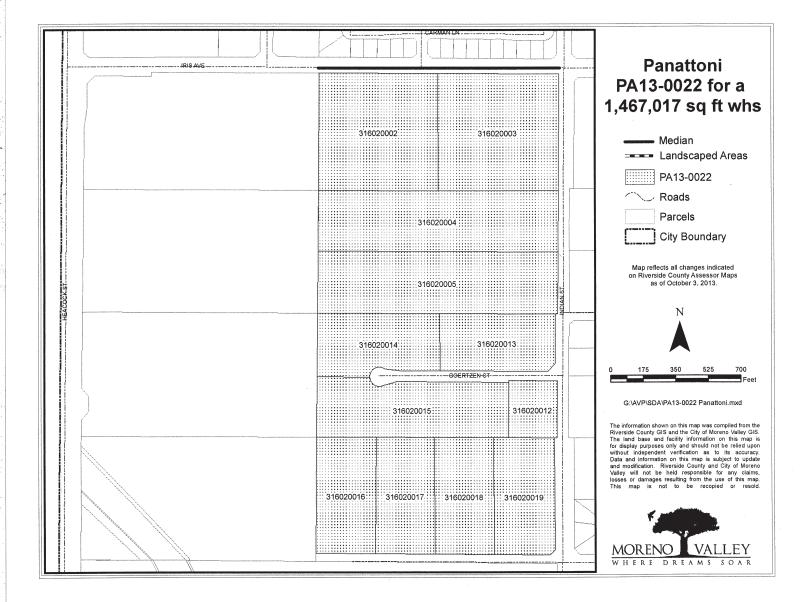
***The weighted value for each APN is equal to its proposed annual charge. The total weighted value for this ballot is \$10,124.35.

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on <u>December 10, 2013</u>, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Remember to sign and date the ballot, making sure to mark the appropriate box for each APN, and return it in the enclosed envelope. Your returned ballot must be received by the City Clerk's office prior to the close of the Public Hearing, which is scheduled for 6:00 pm on December 10, 2013.

-Item No. G.2





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Report to City Council

- TO: Mayor and City Council and Chairperson and Commissioners of the Moreno Valley Housing Authority
- **FROM:** John Terell, Community & Economic Development Director
- AGENDA DATE: November 12, 2013
- TITLE: SECOND AMENDMENT TO AFFORDABLE HOUSING AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, MORENO VALLEY HOUSING AUTHORITY, AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

RECOMMENDED ACTION

Recommendations: That the City Council and Housing Authority:

1. Approve the Second Amendment to the Affordable Housing Agreement, by and between the City of Moreno Valley, Moreno Valley Housing Authority, and MV Hemlock LP, a California Limited Partnership to increase the City's HOME contribution by \$700,000.

SUMMARY

This report recommends the approval of the Second Amendment to the Affordable Housing Agreement (AHA), by and between the City of Moreno Valley, Moreno Valley Housing Authority, and MV Hemlock LP, a California Limited Partnership. The amendment increases the City of Moreno Valley's financial commitment by \$700,000 through the use of HOME entitlement funds and modifies specific terms of the existing AHA.

DISCUSSION

The Hemlock Family Apartments project is a 78-unit (including a manager's unit) affordable housing development situated on two parcels with a total of 5.37 acres on Hemlock Avenue, west of Perris Boulevard. The developer of this project is Rancho Belago Developers, Inc., using a limited partnership structure for the project – MV Hemlock LP ("Developer"). The project includes two sites with a 1.75 acre parcel on the south side of Hemlock Avenue that contains 26 units, and a 3.63 acre parcel on the north side of Hemlock Avenue that will contain 52 units.

On June 28, 2011, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA) and MV Hemlock LP entered into two Affordable Housing Agreements with one agreement to be funded by RDA Housing set-aside funds (RDA Affordable Housing Agreement) and the other a HOME funded agreement (HOME Affordable Housing Agreement) for the development of the Hemlock Family Apartments. The original Agreements provided for \$6.3 million in assistance from the RDA through the use RDA Housing set-aside funds, and \$1.2 million from the City's HOME entitlement funds provided through the US Department of Housing and Urban Development (HUD).

On November 13, 2012, the City Council approved First Amendment to the Affordable Housing Agreement (HOME), by and between the City of Moreno Valley and MV Hemlock LP, to modify the terms of the HOME Affordable Housing Agreement to allow for disbursement of \$400,000 of the total \$1.2 million HOME loan upon the issuance of the Certificate of Occupancy of the 26 units on the southerly phase. This modification of the disbursement schedule was approved to assist with completion of the project as close to the targeted completion date as possible.

On July 9, 2013, the Developer formally requested the City Council consider approving a conditional increase of funding of the City's HOME contribution from \$1.2 million to \$1.9 million. Based on information provided by the Developer, the project was delayed for seven months due to the discovery of an undisclosed Eastern Municipal Water District (EMWD) easement on the 52-unit site on the north side of Hemlock Avenue project. During the acquisition of the property, the Developer utilized the services of First American Title Company (FATCO) to provide the Preliminary Title Report (PTR) and the title insurance policy. As stated by the Developer, the utility easement was not noted on the PTR provided by FATCO and was not discovered until after grading of the project site had commenced. Based on information provided by the Developer, the duration of the redesign process resulted in increased direct and indirect project costs, as well as diminished value in tax credit equity and loss of rent revenues.

Pursuant to the Developer's request and the events surrounding the need for the additional funding, the City Council approved Resolution 2013-64. The commitment was conditional to allow the City time to complete the HUD-required due diligence. The

due diligence included: 1) obtaining an independent subsidy and fiscal analysis of the project, 2) obtaining a formal certification from the Developer listing all forms of governmental assistance dedicated to the project, and 3) completing a Substantial Amendment should the increase in funding exceed the 20% threshold, as established by the City's Citizen Participation Plan.

In August 2013, the City procured the services of the firm Keyser Marston Associates (KMA) to complete the subsidy/fiscal analysis of the project. The analysis entailed a review of the sources and uses of the financing components of the project, development budget, and pro-forma to ensure the 'reasonableness' of the request. As result of its review and analysis, KMA has determined the additional funding of the \$700,000 to be economically feasible and meets the HOME subsidy layering requirement. Since the approval of Resolution 2013-64 the Developer has provided the funding certification, as required by HUD. City staff has been preparing a Substantial Amendment to the FY2013-2014 CDBG Action Plan - which will reflect the increase in HOME funding for the project- since the project costs and/or financial assistance exceed the original amount by 20%. A public hearing was conducted on November 12, 2013 to review/approve the Substantial Amendment.

As of July 2013, the construction of the project was complete and all 78 units were fullyoccupied: seventy-seven (77) of the units are occupied by income-eligible households earning between 50% and 60% Area Median Income (AMI), one unit is unrestricted and occupied by the onsite manager. The project reached Stabilized Occupancy in October 2013. As a condition of the Affordable Housing Agreement, the project must reach Stabilized Occupancy - defined as 90% occupancy for a minimum of 3 consecutive months - and must be able to convert to permanent financing prior to the City releasing its remaining funding.

Under normal circumstances, the Developer would be preparing to convert to permanent financing, however, given the current circumstances they are unable to do so at this time. The additional indirect and direct construction costs, loss in tax credit equity, loss in rent revenues, and other additional expected costs incurred due to the undisclosed utility easement have created a financing gap. Without the additional funds from the City, the financing gap will prohibit the Developer from closing out the construction phase of the project and converting to permanent financing which could possibly result in foreclosure by the construction lender due to the liens on title and the inability to convert to permanent financing.

As a precursor to conversion to permanent financing, the construction loan must be fully disbursed. However, the process is delayed due to the increases in the overall development budget. Currently, the Developer is coordinating with the construction lender, Wells Fargo, to issue final disbursement on the construction loan but an accelerated disbursement of the \$800,000 balance of the City's original HOME loan will be required to clear lien encumbrances currently on title. The Second Amendment makes provisions to modify the terms of disbursement of the original HOME amount.

Because the Developer alleges that the increased costs borne by the project are a result of the title error made by FATCO, the Developer has filed a claim against the title insurance policy and is seeking damages from FATCO that are commensurate with its identified losses (i.e. increased direct and indirect costs, loss in tax credit equity, loss in rent, etc.). The Second Amendment to the AHA makes a provision that should the Developer become successful in obtaining a settlement, the net settlement (settlement amount less attorneys fees/costs) recovered by the Developer from FATCO will be remitted to the City to accelerate the payment of the additional \$700,000. Should the net settlement amount be insufficient to fully repay the \$700,000, the Developer will be obligated to repay the outstanding balance via the current 50/50 split of the Residual Receipts between the City and Developer. As consideration for the additional funding, the City and Developer have negotiated an increase of designated HOME units from 10 to 11. The eleventh unit will be reserved for a 3-bedroom unit serving an incomeeligible household earning up to 50% AMI.

ALTERNATIVES

- 1. Approve and authorize the Second Amendment to the Affordable Housing Agreement by and between the City of Moreno Valley, Housing and MV Hemlock Limited Partnership. *This alternative will provide the additional funding required to complete the construction phase of the project and convert to permanent financing.*
- 2. Do not approve and authorize the Second Amendment to the Affordable Housing Agreement by and between the City of Moreno Valley and MV Hemlock Limited Partnership. *This alternative will prevent the completion of the construction phase of the project and the conversion to permanent financing which can result in foreclosure of the project by the construction lender.*

FISCAL IMPACT

THERE IS NO IMPACT TO THE GENERAL FUND. The funding shall be entirely provided by HOME entitlement funds. Budget Appropriation for the HOME funds will be completed upon approval of the Amended Affordable Housing Agreement.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS: Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

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

NOTIFICATION

Notice of this meeting was published with the posting of the City Council agenda.

ATTACHMENTS

ATTACHMENT 1 Second Amendment to the Affordable Housing Agreement

Shanikqua Freeman Housing Program Coordinator John Terell Community & Economic Development Director This page intentionally left blank.

SECOND AMENDMENT TO AFFORDABLE HOUSING AGREEMENT

by and among the

CITY OF MORENO VALLEY

and the

MORENO VALLEY HOUSING AUTHORITY

and

MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership

SECOND AMENDMENT TO AFFORDABLE HOUSING AGREEMENT

This **SECOND AMENDMENT TO AFFORDABLE HOUSING AGREEMENT** (the "Second Amendment"), dated, for identification purposes only, as of November 12, 2013 (the "Second Amendment Date"), is entered into by and among the **CITY OF MORENO VALLEY**, a municipal corporation ("City"), the **MORENO VALLEY HOUSING AUTHORITY**, a housing authority duly activated and operating pursuant to Part 2 of Division 24 of the California Health and Safety Code ("Housing Authority") and **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership ("Participant").

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A. City is a municipal corporation and a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR Section 92.1, *et seq.*

B. Pursuant to the provisions of the California Housing Authority Law (Part 2 of Division 24 of the Health and Safety Code [herein, the "Housing Authority Law"]), the City Council of the City activated the Housing Authority. Pursuant to the Housing Authority Law, the Housing Authority is performing a public function and may make and execute contracts necessary or convenient to the exercise of its powers.

C. The Housing Authority is charged with carrying out various statutory duties as prescribed by the Housing Authority Law. In addition, in view of the dissolution of redevelopment agencies throughout California, including without limitation the former Redevelopment Agency, together with the determination of the City Council of the City to direct housing assets of the Redevelopment Agency, upon the dissolution of the Redevelopment Agency, to the Housing Authority, the Housing Authority is charged with undertaking various tasks pursuant to ABx1 26, as enacted in 2011 (the "2011 Dissolution Act") and AB 1484, Chapter 26, Statutes of 2012 (the "2012 Dissolution Measure"). The transfer of housing assets of the Redevelopment Agency to the Housing Authority was acknowledged by the California Department of Finance by a letter from Steve Szalay dated as of September 7, 2012 to the Assistant Executive Director of the Housing Authority. As part of that transfer, all rights of the Redevelopment Agency under the Redevelopment Agency and with respect to the project and assets therein referenced became an asset of the Housing Authority.

D. The City and the Participant entered into an Affordable Housing Agreement (HOME) dated as of June 21, 2011 (the "Original City AHA"), which provided for Participant to acquire and develop, for affordable rental housing purposes, certain real property described therein as the "Site." Capitalized terms not defined herein shall have the meanings set forth therefor in the Original City AHA, and not defined therein in the "Redevelopment Agency Agreement" (as defined below) and if not defined therein in the "First Amendment" (as defined below).

E. The Participant also entered into an agreement, entitled "Affordable Housing Agreement" with the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic (the "Redevelopment Agency") dated as of June 21, 2011 (the "Redevelopment Agency Agreement") which provided for certain contractual arrangements between the Redevelopment Agency and the Participant. Under the Redevelopment Agency Agreement, the

Redevelopment Agency agreed to disburse the Agency Disbursement Amount (as defined therein to consist of the sum of Six Million Three Hundred Thousand Dollars [\$6,300,000.00]) upon the satisfaction of various conditions precedent. As of the Second Amendment Date, the sum of Five Million Three Hundred Thousand Dollars (\$5,300,000.00)(the "Expended Initial Agency Portion") has been disbursed by the Redevelopment Agency or the Housing Authority, as successor to the housing assets of the Redevelopment Agency, to the Participant. The disbursement of the remaining portion of the Agency Disbursement Amount consisting of One Million Dollars (\$1,000,000.00)(the "Pending Redevelopment Portion") shall be accomplished under the provisions of this Second Amendment.

F. The City and the Participant subsequently entered into an agreement entitled "First Amendment to Affordable Housing Agreement (HOME)", dated as of November 13, 2012, herein referred to as the "First Amendment." Neither the Redevelopment Agency nor the Housing Authority was a party to the First Amendment. The Original City AHA (as modified by the First Amendment) and Redevelopment Agency Agreement are collectively referred to herein as the "Existing Moreno Valley Agreements."

G. Under the Original City AHA as amended by the First Amendment, the City agreed to disburse the HOME Amount (as defined therein to consist of the sum of One Million Two Hundred Thousand Dollars [\$1,200,000.00]) upon the satisfaction of various conditions precedent. As of the Second Amendment Date, the sum of Four Hundred Thousand Dollars (\$400,000.00) (the "First HOME Portion") has been disbursed by the City to the Participant. The disbursement of the remaining portion of the HOME Amount (Eight Hundred Thousand Dollars [\$800,000.00]) (the "Remaining Original HOME Amount") shall be accomplished under the provisions of this Second Amendment.

Participant has requested that certain provisions of the Existing Moreno Valley H. Agreements be modified as provided herein. The principal request is that the City infuse, as a loan repayable from residual receipts (as generally provided under the Original City AHA as modified by the First Amendment), the additional sum of Seven Hundred Thousand Dollars (\$700,000.00) (the "Second Amendment Additional HOME Amount") from HOME funds available to the City. In addition, the Participant has requested that the City disburse to an escrow the Remaining Original HOME Amount concurrent with the deposit of moneys into escrow by Wells Fargo Bank, N.A., the construction lender (the "Construction Lender") of the sum of Six Hundred Thousand Dollars (\$600,000.00)(the "Bank Lien Release Amount") in order to assist in satisfying certain obligations that have arisen for contractors or materialmen in relation to the Site in connection with the activities of the Participant in effecting that construction required to be undertaken by the Participant under the Original City AHA and the Redevelopment Agency Agreement and to obtain releases as to those matters enumerated in Exhibit E hereto as to which liens or notices have been recorded (the "Enumerated Liens"). The conditions to disbursement of such Second Amendment Additional HOME Amount as well as certain moneys previously committed under the Original City AHA and the Redevelopment Agency Agreement shall also be modified to reflect certain additional conditions precedent to disbursement by the City as more particularly set forth herein. In addition, the Participant agrees to restrict not fewer than eleven (11) of the dwelling units required to be developed under the Original City AHA and the Redevelopment Agency Agreement to be used for rental at rents qualifying under the HOME Program at Low HOME rents to families and households having income of not to exceed fifty percent (50%) of Median Income.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. In connection with disbursement of the Remaining Original HOME Amount, as provided by the First Amendment, the Conditions Precedent to Disbursement of the HOME Amount as set forth in Section 3.1 of the Original City AHA shall have been satisfied as determined in good faith by the City Manager.

2. All references to the Redevelopment Agency within the Existing Moreno Valley Agreements shall hereafter be deemed to refer to the Housing Authority unless the context otherwise requires. All references within the Existing Moreno Valley Agreements (including without limitation the attachments thereto) to the Executive Director of the Redevelopment Agency shall be deemed to refer to the Executive Director of the Housing Authority.

James M. Jernigan ("Participant CEO") is the chief executive officer of the administrative general partner of the Participant and will benefit materially by the approval of this Second Amendment. The Participant and the Participant CEO will execute and deliver to the City Manager, for the benefit of each of the City and the Housing Authority, the "Initial Second Amendment Certificate" and the "Final Second Amendment Certificate" (each as defined below) as more particularly set forth in Section 3 of this Second Amendment; but for the commitment by the Participant and the Participant CEO to execute and delivery to the City Manager such Certificates, the Housing Authority and the City would not approve this Second Amendment.

3. Section 4.16 of the Original AHA as modified by the First Amendment is further modified to provide as follows:

Mechanics of Disbursement as to Certain Amounts.

4.16.1 The disbursement by the City of the First HOME Portion has heretofore been accomplished in conformity with the Existing Moreno Valley Agreements. In addition, the disbursement by the Redevelopment Agency or the Housing Authority of the Expended Initial Agency Portion has heretofore been accomplished in conformity with the Existing Moreno Valley Agreements.

4.16.2 In connection with the disbursement of the Remaining Original HOME Amount, the City shall have no obligation to disburse and shall not disburse such Remaining Original HOME Amount or any portion thereof unless and until each and every one of the following conditions precedent (the "Lien Release Disbursement Conditions") has been fully satisfied, as determined in good faith by the City Manager as follows:

(a) <u>Conditions Under the Original City AHA</u>. Each of the "Conditions Precedent to Disbursement" as set forth in Section 3.1 of the Original City AHA shall have been satisfied.

(b) <u>Payment, Performance and Completion Bonds</u>. Participant shall have obtained payment bonds and performance and completion bonds for off-site improvements as may be required by City in connection with the development of the Site, in an amount and from a surety company reasonably acceptable to the Executive Director of the Redevelopment Agency or the City Manager. All bonds shall be issued by good and solvent sureties qualified to do business in

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California and shall have a rating of A or better in the most recent edition of Best's Key Rating Guide. Such bonds shall be in effect as of the Second Amendment Date and shall remain in effect until the later to occur of (i) the issuance of a Certificate of Completion upon completion of all of the Improvements or (ii) the conversion of the construction loan made by the Construction Lender to a permanent loan to be held by CCRC (the "Permanent Lender").

(c) <u>Liens and Releases</u>. The Participant shall have delivered to the City Manager, affording sufficient time for review by the City Manager or her designee, copies of all invoices, statements and any other items to be paid from the Bank Lien Release Amount and the Remaining Original HOME Amount, including without limitation all matters enumerated in Exhibit E.

(d) <u>Participant and Participant CEO Certification</u>. The City Manager shall have received a certificate by each of the Participant and the Participant CEO in the form of Exhibit C hereto (the "Initial Second Amendment Certificate").

(e) <u>Insurance</u>. City shall have received evidence, satisfactory to the City Manager, that all of the insurance policies required by the Redevelopment Agency Agreement and the Original City HOME Agreement (other than those required under subparagraph (f)) are in full force and effect with the Housing Authority as well as the City shown as additional insureds.

Title Insurance. First American Title Insurance Company (the "Title (f) Company"), or another title insurer reasonably acceptable to the Authority and the Participant, shall have provided, at Participant's cost an ALTA lender's policy of title insurance as to that certain deed of trust recorded on October 21, 2011 among the Official Records as Document No. 2011-465457 (the "Original City Deed of Trust") as modified by the Modification Agreement and providing insurance based upon a principal amount of One Million Nine Hundred Thousand Dollars (\$1,900,000.00), or a date down to that ALTA lender's policy of title insurance issued by the Title Company for the benefit of the City as beneficiary dated as of October 21, 2011, Policy Number NCS-508087-ONT1, as corrected to show the City as the insured (the "Original City Title Policy"), to increase coverage under the Original City Deed of Trust as modified by the Modification Agreement to the principal amount of One Million Nine Hundred Thousand Dollars (\$1,900,000.00). The condition of title shall include the exceptions shown in Schedule B of the Original City Title Policy, including a deed of trust securing repayment of the Construction Loan and the instruments required to be recorded by the Redevelopment Agency or the City under the Existing Moreno Valley Agreements, but shall not show the Existing Liens.

(g) <u>Representations and Warranties</u>. The representations and warranties of Participant contained in this Second Amendment shall be correct as of each of (i) the deposit of moneys by the City with the Escrow Holder and (ii) the disbursement by the Escrow Holder of any of such moneys, as though made on and as of that date.

(h) <u>Delivery of Documents; Application of Actual Moneys</u>. Participant has executed and deposited with the Title Company, in its capacity as escrow holder (the "Escrow Holder"), the Amended Promissory Note in the form of Exhibit A hereto (the "Amended Note"), the Modification Agreement Amending Deed of Trust in the form of Exhibit B hereto (the "Modification Agreement"), and the First Amendment to HOME Regulatory Agreement in the form of Exhibit F hereto (the "First HOME Amendment"), the latter two of which shall include notarized signatures, with instruments to record the latter two instructions among the official land records of the County Recorder of the County of Riverside (the "Official Records") and to deliver all three instructions to the City at such time as the Title Company holds funds or the amount of not less than Six Hundred Thousand Dollars (\$600,000)(the "Bank Lien Release Amount") from Wells Fargo Bank N.A. ("Construction Lender") with instructions from the Construction Lender that the Bank Lien Release Amount and the Remaining Original HOME Amount shall be released *pari passu* to the holders of the Enumerated Liens (with amounts not to exceed the corresponding amount set forth in Exhibit E) for release of the Enumerated Liens.

(i) <u>No Default</u>. No Event of Default by Participant shall have occurred under the Existing Moreno Valley Agreements or this Second Amendment, and no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Existing Moreno Valley Agreements or this Second Amendment.

4.16.3 In connection with the disbursement of the Second Amendment Additional HOME Amount, the City shall have no obligation to disburse and shall not disburse such amounts or any portion thereof and the Housing Authority shall have no obligation to disburse and shall not disburse the Pending Redevelopment Portion unless and until each and every one of the following conditions precedent (the "Second Amendment Remainder Conditions Precedent") has been satisfied as determined in good faith by the City Manager as follows:

(a) <u>Lien Disbursement Release Conditions</u>. Each of the Lien Disbursement Release Conditions has been and remains satisfied.

(b) <u>Participant Certification</u>. The Executive Director shall have received a certificate by Participant in the form of Exhibit D hereto (the "Final Second Amendment Certificate").

(c) <u>Representations and Warranties</u>. The representations and warranties of Participant contained in this Second Amendment shall be correct as of any request for disbursement by Participant as well as any disbursement by the City to escrow and any disbursement by Escrow Holder as though made on and as of that date.

(d) <u>Disbursement of Certain Moneys</u>. All of the Bank Lien Release Amount and the Remaining Original HOME Amount has been disbursed to holders of Existing Liens and the Existing Liens have been released and reconveyed, and no additional liens or similar encumbrances have been recorded as to the Site as evidenced to the reasonable satisfaction of the City Manager.

(e) <u>Conversion to Permanent Loan</u>. The construction loan for the project, as held by the Construction Lender, shall have converted to a permanent loan held by CCRC (the "Permanent Lender").

(f) <u>No Default</u>. No Event of Default by Participant shall have occurred under the Existing Moreno Valley Agreements or this Second Amendment, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Existing Moreno Valley Agreements or this Second Amendment, and Executive Director shall have received a certificate to that effect signed by an officer of Participant.

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4.16.4 Excepting only for the HOME Amount, the Second Amendment Additional HOME Amount and the Pending Redevelopment Portion, the Participant assumes all responsibility for any and all costs to develop the Development. All amounts disbursed by the City or the Housing Authority to or for the benefit of the Participant pursuant to this Agreement shall be applied to defray the cost of the Development.

4.16.5 The Participant has obtained advice from advisers of its choosing regarding the Existing Moreno Valley Agreements and this Second Amendment and all matters which may pertain thereto, including without limitation any consequences as to income tax or property tax, and neither the City nor the Housing Authority has made any representations or provided any advice in connection therewith.

4. Under the Original HOME AHA, as reflected in that instrument recorded on October 21, 2011 among the Official Records as Document No. 2011-465455 (the "Original HOME Covenants") the Participant agreed that ten (10) of the dwelling units to be developed by Participant on the Site would be restricted as "HOME Units" (as defined therein). The Original HOME AHA, within the definition of "HOME Units" and the definition of "Precedent Rent Under and Tenant Unit Mix" and in Section 5.2 (and various subsections thereof) incorporates similar language. These definitions and Sections, as well as the Original HOME Covenants, shall be modified, as provided by the First HOME Amendment to revise the requirements for HOME Units to a total of eleven (11) such units, all as more particularly set forth in the First HOME Amendment.

5. <u>Escrow Provisions</u>. The parties shall open an escrow (the "Second Amendment Escrow") with the Escrow Holder within five (5) working days of this Second Amendment. The City and the Participant agree to execute such escrow instructions as may be reasonably required to implement this Section 5. The obligation of the City to tender the Remaining Original HOME Amount is contingent upon the satisfaction of the "Lien Release Disbursement Conditions" as set forth in Section 4.16.2 of this Second Amendment.

(a) <u>Costs of Escrow</u>. The Developer shall pay for the premium for the Lender's Title Policy as set forth in subsection (i) of this Section 5 as well as all fees, charges, and costs which arise from the Escrow.

(b) <u>Escrow Instructions</u>. This Second Amendment, and particularly this Section 5, constitutes the joint escrow instructions of the Participant and the City, and the Second Amendment Escrow Holder to whom these instructions are delivered is hereby empowered to act under this Second Amendment. All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by wire transfer from such account.

(c) If in the opinion of any of the Participant, the City or the Second Amendment Escrow Holder it is necessary or convenient in order to accomplish the disbursements of moneys of the City and the moneys of the Construction Lender as provided to be disbursed under this Second Amendment, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Second Amendment and the supplemental escrow instructions, then the provisions of this Second Amendment shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Second Amendment. (d) <u>Authority of Escrow Holder</u>. Escrow Holder is authorized to, and shall:

1.1.1 Pay and charge the Participant for the premium for the Lender's Title Policy as defined and set forth in subsection (i) of this Section 5.

1.1.2 Pay and charge the Participant for any escrow fees, charges, and costs payable under this Section 5.

1.1.3 Pay and charge the Participant for any endorsements to the Lender's Title Policy which are requested by the City.

1.1.4 Disburse funds, record and deliver those instruments set forth in subsection (g) of this Section 5.

1.1.5 Do such other actions as necessary to fulfill its obligations under this Second Amendment.

(e) Recording and Disbursements. The Second Amendment Escrow Holder shall hold the Bank lien Release Amount and the Remaining Original HOME Amount in different accounts. At such time as the Second Amendment Escrow Holder holds the Bank lien Release Amount and the Remaining Original HOME Amount, it shall so inform in writing each of the Participant, the Construction Lender and the City. Thereafter, the City will at such time as the City Manager is reasonably satisfied that the Second Amendment Escrow Holder is authorized to and is prepared to disburse the Bank Lien Release Amount, inform the Second Amendment Escrow Holder that the Second Amendment Escrow Holder shall immediately (i) deliver to the City the Amended Note, (ii) deliver to the City the Initial Second Amendment Certificate in the form of Exhibit C hereto, duly executed by the Participant, then (iii) record and cause conformed copies to be delivered to the City (with originals to follow from the County Recorder) of each of the Modification Agreement and the First HOME Agreement. Upon such recordation having occurred, and provided that the Second Amendment Escrow Holder has not received notification from the Construction Lender that the Bank lien Release Amount (or portion thereof) is not to be released and further provided that the Second Amendment Escrow Holder has not received notification from the City that the Remaining Original HOME Amount (or portion thereof) shall not be disbursed, provided that the Title Company has committed to deliver to City the Lender's Title Policy, as described in subsection (i) of this Section 5 which Policy shall be free of any of the Enumerated Liens, Escrow Holder shall disburse the Bank Lien Release Amount and the Remaining Original HOME Amount to the holders of the Enumerated Liens based upon the amounts set forth in Exhibit E hereto.

(f) <u>Withdrawal of Moneys from Escrow</u>. If the documents enumerated in subsection (e) of this Section 5 hereof have not been recorded (as therein provided) and delivered within thirty (30) days of the Second Amendment Date, Escrow may be cancelled by the Participant or the City upon giving notice thereof to the Second Amendment Escrow Holder, upon which any costs associated with Escrow shall be the responsibility of the Participant.

None of the Bank Lien Release Amount and the Remaining Original HOME Amount may be released unless the Second Amendment Escrow Holder is in possession of releases from holders of all of the Enumerated Liens encompassing all amounts reflected in Exhibit E (or otherwise necessary to cause the release of such Liens) and the Title Company has committed to issue the Lender's Title Policy as provided in subsection (i) hereof. If the Bank lien Release Amount and the Remaining

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Original HOME Amount has not been disbursed by the sixtieth (60th) day after the Second Amendment Date, the Second Amendment Escrow Holder shall immediately inform each of the City, the Participant and the Construction Lender, and, unless escrow is extended by mutual agreement of the Construction Lender, the City and the Participant, the unexpended revenues shall be returned to the party that deposited such moneys with the Second Amendment Escrow Holder. The return of such moneys shall be without prejudice as to whatever legal rights a party may have against another party arising from this Second Amendment.

(g) <u>Protocol of Second Amendment Escrow Holder</u>. The Second Amendment Escrow Holder shall:

1.1.1 Record the Modification Agreement and the First HOME Amendment and deliver these, together with the Initial Second Amendment Certificate, to the City. Upon disbursement of moneys to eliminate the Enumerated Liens, the Second Amendment Escrow Holder shall promptly provide a copy of such releases to each of the Participant, the Construction Lender and the City.

1.1.2 Instruct the Title Company to deliver the Lender's Title Policy to the City.

1.1.3 Forward to each of the Construction Lender, the City and the Participant an accounting of all funds received and disbursed from Escrow which separately breaks out moneys from the Construction Lender and the City, respectively. Such reports shall be updated weekly or more frequently if so requested by the Construction Lender or the City.

(h) <u>Review of Title</u>. The Title Company shall deliver to the City a pro forma lender's policy of insurance ("Pro Forma") within five (5) days of the Second Amendment Date, which shall be delivered with copies of each encumbrance listed, as well as a copy of each instrument establishing a lien as to the Existing Liens (or any other encumbrances which have been identified by the Title Company to the Participant). The Participant shall deliver to the City evidence of any other encumbrances affecting the Site that are known to the Participant. The Pro Forma shall include the exceptions shown in Schedule B of the Original City Title Policy, including a deed of trust securing repayment of the Construction Loan and the instruments required to be recorded by the Redevelopment Agency or the City under the Existing Moreno Valley Agreements, but shall not show the Existing Liens. City shall have ten (10) days to review the Pro Forma, which time shall be extended for such time as any of the documentation described in this subsection (h) has not been delivered to the City.

(i) <u>Title Insurance</u>. Concurrently with the release of any of the Remaining Original HOME Amount, the Title Company shall issue to city a lender's extended coverage policy of title insurance conforming to subsection (h) hereof based upon an insured amount of One Million Nine Hundred Thousand Dollars (\$1,900,000.00)(the "Lender's Title Policy"). The provision of all costs associated with the Lender's Title Policy shall be borne by the Participant.

6. Participant represents and warrants that it has tendered a claim (the "Claim") to the Title Company alleging that the Title Company erroneously omitted an easement in abstracting in connection with the title policy issued to the Participant in connection with the Participant's acquisition of the Site and that the Participant is diligently seeking a recovery of moneys from the Title Company in connection with the Claim ("Potential Recovery Amount"). Participant represents and warrants that Participant will diligently seek to maximize the Potential Recovery Amount from

the Title Company related to the Claim. However, Participant may use its commercially reasonable judgment in settling the dispute with the Title Company. Participant agrees that it will pay to the City an amount equal to what the Participant recovers from the Title Company based upon the Claim, less attorney fees and costs (and specifically excluding overhead) paid by the Participant pursuing such Claim (but not attorney fees otherwise involved with the Site or any agreements pertaining thereto) as reasonably approved by the City. Such moneys shall be paid to the City promptly upon disbursement by the Title Company (or an insurer or reinsurer acting on behalf of the Title Company with respect to the Claim).

7. Participant reaffirms each and every representation and warranty as provided by Participant under one or more of the Existing Moreno Valley Agreements and this Second Amendment. Each such representation and warranty by Participant shall be deemed to be an ongoing representation and warranty.

8. Participant hereby represents, warrants and certifies as follows: (i) Participant has reviewed, executed and is familiar with the terms of this Second Amendment; (ii) except as expressly modified hereby, the Existing Moreno Valley Agreements shall remain in full force and effect; (iii) Participant has been advised by legal counsel of its change in connection with this Second Amendment; (iv) Participant reaffirms each and every representation and warranty as provided by Participant under the Existing Moreno Valley Agreements; (v) Participant has not, prior to the Second Amendment Date transferred any of the Existing Moreno Valley Agreements, the Site, or any rights of Participant therein contrary to the limitations of the Existing Moreno Valley Agreements; (vi) the Participant has complied with all applicable laws in connection with the design and construction of the Improvements, including without limitation provisions pertaining to the requirement, if applicable, for the payment of prevailing wages; (vii) Participant is not aware of and has received no notice from any governmental City that there are Hazardous Materials on the Site; (viii) Participant has received no stop notice or notice of any lien, claim or liability concerning the Site excepting as listed in Exhibit E hereto and the amounts set forth in Exhibit E hereto as to the Existing Liens are true, accurate, current and complete; (ix) Participant is in compliance with and not in default under the Existing Moreno Valley Agreements (including without limitation the attachments thereto); (x) the Recitals to this Second Amendment are true and correct; and (xi) there are no defaults by the Participant or by any other party under the Existing Moreno Valley Agreements.

9. This Second Amendment is made for the purpose of setting forth rights and obligations of the Participant, the Housing Authority and the City, and no other person shall have any rights hereunder or by reason hereof. Except for the City and the Housing Authority, there shall be no third party beneficiaries of the Existing Moreno Valley Agreements or this Second Amendment.

10. Participant agrees to defend (by counsel satisfactory to City), indemnify and save harmless each of the Housing Authority, the City and their officers, agents and employees from and against any claims, damages, demands, actions, losses, liabilities, costs, expenses (including, without limitation, attorneys fees and court costs) arising from or relating to the Existing Moreno Valley Agreements and this Second Amendment.

11. The Existing Moreno Valley Agreements, as modified hereby, shall remain in full force and effect.

12. There are no third party beneficiaries of this Second Amendment.

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13. This Second Amendment consists of eleven (11) pages and Exhibits A through F; such Exhibits are deemed to constitute part of this Second Amendment.

14. This Second Amendment shall be maintained on file with the City as a public record.

15. This Second Amendment shall be interpreted to effectuate the terms of the Existing Moreno Valley Agreements as expressly modified hereby, in accordance with the laws of the State of California, and as if prepared and reviewed equally by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the Second Amendment Date.

PARTICIPANT:

MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership

By: Rancho Belago Developers, Inc., a California corporation, its administrative general partner

By: _____

James M. Jernigan Its: President

CITY:

CITY OF MORENO VALLEY, a municipal corporation

By:_____

City Manager

HOUSING AUTHORITY:

MORENO VALLEY HOUSING AUTHORITY

By:____

Executive Director

EXHIBIT A

AMENDED PROMISSORY NOTE

\$1,900,000

November 12, 2013 Moreno Valley, California

FOR VALUE RECEIVED, the undersigned MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership ("Maker" or "Participant"), having its principal place of business at 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, promises to pay to the order of the CITY OF MORENO VALLEY, a municipal corporation ("Payee" or "City"), at 14177 Frederick Street, Moreno Valley, California 92552-0805, or at such other place as the holder of this Note from time to time may designate in writing, the principal sum of One Million Nine Hundred Thousand Dollars (\$1,900,000), together with interest on the unpaid principal amount of this Promissory Note ("Amended Note" or "Amended City Note") from time to time outstanding at a rate equal to one percent (1%) simple per annum (which is referred to herein as the "Interest Rate") in lawful money of the United States of America. Interest shall accrue based upon the time(s) and amount(s) of disbursements by the City. This Amended Note supersedes that promissory note delivered by the Participant to the City pursuant to the Original City AHA (the "Original City Note"). The Original City Note is secured by a deed of trust dated as of October 1, 2011 and recorded on October 21, 2011 as Document No. 2011-465457 among the official land records of the County of Riverside (the "Original City Deed of Trust"). The Original City Deed of Trust is being modified by that certain instrument entitled "Modification Agreement Amending Deed of Trust" substantially in the form of Exhibit B to the Second Amendment (the "Modification Agreement"). The Modification Agreement is to be recorded among the official land records of the County of Riverside (the "Official Records") concurrently with the delivery of this Amended City Note is being delivered pursuant to the Affordable Housing Agreement (HOME) dated as of June 21, 2011 and approved June 28, 2011, between Maker and Payee (the "Original City AHA") as modified by an instrument entitled "First Amendment to Affordable Housing Agreement (HOME)" dated as of November 13, 2012 by and between the City and the Participant (the "First Amendment") and an instrument entitled "Second Amendment to Affordable Housing Agreement" dated as of November 12, 2013 by and among the City, the Moreno Valley Housing Authority (the "Housing Authority") and the Participant (the "Second Amendment"). The Original City AHA as amended by the First Amendment and the Second Amendment is referred to herein as the "Amended City Agreement." The loan evidenced by this Amended Note shall be governed by such provisions of the City including without limitation the attachments thereto) as shall be applicable. All capitalized terms used herein shall have the meanings set forth therefor in the City Agreement except as otherwise expressly set forth herein.

1. <u>Payments of Principal and Interest</u>. Payments hereunder shall be due on the first day of December commencing as of December 1, 2013 and continuing until July 1, 2066 (the "Maturity Date") unless sooner satisfied. This Amended Note shall be payable from the City Allocable Percentage (namely, eight percent [8%]) of Residual Receipts; payments shall be in *pari passu* with payments of forty-two percent (42%) of Residual Receipts to the Housing Authority as successor to the Community Redevelopment Agency"). At such time as the Participant has satisfied its obligations to the Housing Authority, the City Allocable Percentage shall become fifty percent (50%) of Residual Receipts. Payments to the City may, at the option of Payee, be accelerated and shall be due and payable hereunder in the event of the occurrence of any default under the Amended City Agreement, including without limitation the Agency Note, the Agency Deed of Trust, the City Covenants or the

Exhibit A Page 1 of 5 Agency Participant CC&Rs (as defined in the Redevelopment Agency Agreement), the City Deed of Trust, the HOME Covenants (as modified pursuant to Section 4 of the Second Amendment), or the Modification Agreement.

Except in the event of a transfer of Participant's interest in the Site (or the Improvements) contrary to the provisions of the Existing Moreno Valley Agreements or the Second Amendment, both as defined in the Second Amendment, the Maker's payments to City hereunder shall not be deemed in default hereunder so long as Maker makes payments to the City of the City Allocable Percentage of Residual Receipts, if any, for the corresponding Operating Year, where such payment is required.

Excepting for (i) defaults, (ii) events resulting in acceleration under this Amended City Note or (iii) the occurrence of the Maturity Date, in which events the entire amount of this Amended City Note shall become immediately due and payable and shall be payable from any revenues of the Maker without limitation, payments under this Amended City Note shall, at the option of the Maker, be limited to Residual Receipts as provided below.

Notwithstanding any provision of this Amended City Note to contrary effect, the Maker shall make payment in full to the City of the outstanding balance under this Amended City Note on the Maturity Date.

2. Payments shall be accelerated and shall be due and payable hereunder in the event of the occurrence of any default and the expiration without cure of any applicable cure period under the one or more of the Existing Moreno Valley Agreements, the Second Amendment, the City Deed of Trust (as modified by the Modification Agreement), the HOME Covenants (as modified by the First HOME Amendment), the City Covenants, the Agency Deed of Trust, the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, or any debt that is senior to this Amended Note.

3. <u>Other Loan Documents</u>. Repayment of this Amended Note is secured by the Original City Deed of Trust, as modified by the Modification Agreement to be executed by Maker for the benefit of Payee encumbering the Site described in the Original City Deed of Trust (the "Property").

4. <u>Prepayment</u>. Maker shall have the right to prepay amounts owing under this Amended City Note at any time.

5. <u>Due on Sale or Encumbrance</u>. In the event of any Transfer (as defined below) of the Site, or any portion thereof or interest therein, Payee shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Site, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Site, granting of an option to purchase any portion of or interest in the Site or any interest therein, or the lease of all or substantially all of the Site or of all or substantially all of the improvements located thereon, without the prior written approval of the City. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs, the City Covenants, the HOME Covenants (as modified by the First HOME Amendment), the Agency Agreement and the City Agreement relating

Exhibit A Page 2 of 5 to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Development to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer. Payments under this Section 5 shall be subject and subordinate to payments to the recovery by Participant of the Developer Fee (and interest thereon as prescribed above).

6. Subordination to Multifamily Note. The Participant and the Payee each makes the following representations and warranties:

"The indebtedness evidenced by this Promissory Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note in the original principal amount of approximately \$8,858,497 payable to the lender of the Primary Construction Loan, and subsequently, to indebtedness evidenced by a Multifamily Note in the original principal amount of approximately \$3,647,900 payable to the lender of the Primary Permanent Loan (collectively, hereinafter the "Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement, dated as of October 1, 2011, between the Payee, the Participant and the Senior Lender (the "Subordination Agreement"). The mortgage or deed of trust securing this Promissory Note is and shall be subject and subordinate in all respects to the Assignment of Rents, Security Agreement and Fixture Filing securing the rights and remedies of the Senior Lender and each subsequent holder of this Promissory Note under the mortgage or deed of trust securing this Promissory Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Promissory Note shall be deemed, by virtue of such holder's acquisition of the Promissory Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement."

The Subordination Agreement, which is dated as of October 1, 2011, by and among MV Hemlock Limited Partnership, a California limited partnership, Housing Corporation of American and Rancho Belago Developers, Inc., in favor of Wells Fargo Bank, National Association, was recorded October 21, 2011 as Instrument No. 2011-465464 among the Official Records. In the event of the refinancing of the senior loan for an amount not in excess of the outstanding principal balance of the existing senior loan and reasonable and customary closing costs, the City will execute an instrument or instruments evidencing the subordination of the indebtedness evidenced by this Amended Note to such new senior loan.

7. <u>Miscellaneous</u>.

(a) <u>Governing Law</u>. All questions with respect to the construction of this Note and the rights and liabilities of the parties to this Amended Note shall be governed by the laws of the State of California.

(b) <u>Binding on Successors</u>. This Amended Note shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Amended Note.

Exhibit A Page 3 of 5

(c) <u>Attorneys' Fees</u>.

(i) Maker shall reimburse Payee for all reasonable attorneys' fees, costs and expenses, incurred by Payee in connection with the enforcement of Payee's rights under this Amended Note, including, without limitation, reasonable attorneys' fees, costs and expenses for trial, appellate proceedings, out-of-court negotiations, workouts and settlements or for enforcement of rights under any state or federal statute, including, without limitation, reasonable attorneys' fees, costs and expenses incurred to protect Payee's security and attorneys' fees, costs and expenses incurred in bankruptcy and insolvency proceedings such as (but not limited to) seeking relief from stay in a bankruptcy proceeding. The term "expenses" means any expenses incurred by Payee in connection with any of the out-of-court, or state, federal or bankruptcy proceedings referred to above, including, without limitation, the fees and expenses of any appraisers, consultants and expert witnesses retained or consulted by Payee in connection with any such proceeding.

(ii) Payee shall also be entitled to its attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This provision is separate and several and shall survive the merger of this Amended Note into any judgment on this Amended Note.

(d) <u>Entire Agreement</u>. This Amended Note and the relevant provisions of the City Agreement constitute the entire agreement and understanding between and among the parties in respect of the subject matter of such agreements and supersede all prior agreements and understandings with respect to such subject matter, whether oral or written.

(e) <u>Time of the Essence</u>. Time if of the essence with respect to every provision

hereof.

(f) <u>Waivers by Maker</u>. Except as otherwise provided in any agreement executed in connection with this Amended Note, Maker waives: presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; and diligence in taking any action to collect any sums arising under this Amended Note or in any proceeding against any of the rights or interests in or to properties securing payment of this Amended Note.

(g) <u>Non-waivers</u>. No previous waiver and no failure or delay by Maker in acting with respect to the terms of this Amended City Note or the City Deed of Trust as modified by the Modification Agreement shall constitute a waiver of any breach, default, or failure of condition under this City Note, the City Deed of Trust as modified by the Modification Agreement or the obligations secured thereby. A waiver of any term of this Amended City Note, the City Deed of Trust as modified by the Modification Agreement or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this Amended City Note, the terms of any other document related to the loan evidenced by this Amended City Note, the terms of this Amended City Note shall prevail.

Exhibit A Page 4 of 5 8. <u>Non-recourse</u>. This Amended City Note shall be a nonrecourse obligation of the Participant. Payee's sole recourse in the event of a default by the Participant shall be to the Development.

MV HEMLOCK LIMITED PARTNERSHIP

a California limited partnership

- By: Rancho Belago Developers Inc., a California corporation, its administrative general partner
- By: _

James M. Jernigan, President

Exhibit A Page 5 of 5

EXHIBIT B

MODIFICATION AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Moreno Valley 14177 Frederick Street Moreno Valley, California 92553 Attention: City Manager

> [Space above for recorder.] This document is exempt from the payment of a recording fee pursuant to Government Code Section 27283.

MODIFICATION AGREEMENT AMENDING DEED OF TRUST

The undersigned agree that certain promissory note dated as of October 1, 2011, in the original principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00) plus interest (the "Original HOME Promissory Note") executed by **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership, as "Maker" or "Trustor" in favor of the **CITY OF MORENO VALLEY**, a municipal corporation (the "Holder" or "Beneficiary") has been amended and restated in that Amended Promissory Note of even date herewith (the "Amended HOME Promissory Note"), which Amended HOME Promissory Note increases the amount payable by Maker and concerns that certain property described in Attachment No. 1 hereto (the "Property").

The Original HOME Promissory Note is secured by a Deed of Trust ("Original HOME Deed of Trust") dated as of October 1, 2011 executed by Maker, as "Trustor" in favor of Holder to Beneficiary, recorded October 21, 2011 as Document No. 2011-465457, in the Official Records in the Office of the County Recorder of Riverside County, California, as modified herein, and other "Loan Documents", as defined in the Modification Agreement between the undersigned of even date herewith.

The Loan Documents for such loans have been amended upon the terms and conditions set forth in the Agreement to provide, among other things, that the Original HOME Deed of Trust, as modified, and other Loan Documents which are security instruments shall secure: (a) the payment to Lender of all indebtedness and other obligations evidenced by and arising under the Amended HOME Promissory Note, and (b) the performance of all of Maker's obligations to Holder under that certain agreement entitled "Affordable Housing Agreement (HOME)" between Maker and Holder dated as of June 21, 2011 (the "Original City AHA"), as amended by that agreement entitled "First Amendment to Affordable Housing Agreement (HOME)" dated as of November 13, 2012 (the "First Amendment"), as further amended by an agreement entitled "Second Amendment to Affordable Housing Agreement" by and among the Maker, the Holder and the Moreno Valley Housing Authority (the "Housing Authority") dated as of November 12, 2013 (the "Second Amendment" and, together with the Original City AHA and the First Amendment as amended thereby, the "City

> Exhibit B Page 1 of 3

Item No. G.3

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HOME Agreements") as amended or modified from time to time in writing. The Original HOME Deed of Trust is modified to include the following language: "It is expressly agreed and acknowledged that the Original HOME Deed of Trust shall not be reconveyed prior to July 1, 2066 without regard to payments having been made, in any amount, under the Amended HOME Promissory Note, it being expressly acknowledged that the Original HOME Deed of Trust (as originally recorded and as modified hereunder) secures the ongoing performance (including as to the limitation of use of the Property limited to occupancy at affordable rent by households of limited income as provided under covenants enforceable by one or more of the City or the Housing Authority (the latter being the successor to the former Community Redevelopment Agency of the City of Moreno Valley) recorded pursuant to or referred in one or more of the City HOME Agreements, including without limitation, that instrument recorded among the Official Records as Document No. 2011-465453.

Pursuant to the Second Amendment, Trustor has obtained the Agreement of the City to commit the sum of Seven Hundred Thousand Dollars (\$700,000) (the "Second Amendment Additional HOME Amount") in addition to the amount of the Million Two Hundred Thousand Dollars (\$1,200,000.00) (the "Original HOME Amount"). The Original HOME Deed of Trust is hereby deemed modified to secure the sum of One Million Nine Hundred Thousand Dollars (\$1,900,000.00).

(Signatures on next page)

Exhibit B Page 2 of 3

"BENEFICIARY/HOLDER"

CITY OF MORENO VALLEY, a municipal corporation

By: ______City Manager

"TRUSTOR/MAKER"

MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership

By: Rancho Belago Developers, Inc., a California corporation, its administrative general partner

By:____

James M. Jernigan, Its: President

Exhibit B Page 3 of 3

ATTACHMENT NO. 1

DESCRIPTION OF THE PROPERTY

THE PROPERTY REFERRED TO HEREIN IS SITUATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

AND

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

Attachment No. 1 to Exhibit B Page 1 of 1

STATE OF CALIFORNIA		
COUNTY OF)	SS.	
On, before me,	(Print Name of Notary Public) , Notary Public,	
personally appeared		
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.		
WITNESS my hand and official seal.		
Signature of Notary Public		
OPT	IONAL	
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.		
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT	
 Individual Corporate Officer 		
Title(s)	Title Or Type Of Document	
□ Partner(s) □ Limited □ General		
 Attorney-In-Fact Trustee(s) Guardian/Conservator 	Number Of Pages	
Other:		
Signer is representing: Name Of Person(s) Or Entity(ies)		
	Date Of Documents	
	Signer(s) Other Than Named Above	

	F CALIFORN OF)) ss.)		
				(Print Name of Notary Public)	
personally	appeared				
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.				ornia that the	
WITNESS my hand and official seal.					
Signature of Notary Public					
		0	PTIONA	L	
	data below is eattachment of t		ove valuat	ole to persons relying on the docu	ument and could prevent
	CAPACITY C	CLAIMED BY SIGNER		DESCRIPTION OF ATTACH	IED DOCUMENT
_	ividual rporate Officer				
		Title(s)		Title Or Type Of Doc	ument
□ Att		Limited General			
🗆 Gu	ardian/Conserva	ator		Number Of Pag	es
	epresenting: rson(s) Or Entity(ies	s)			
			-	Date Of Docume	ents
				Signer(s) Other Than Na	med Above

EXHIBIT C

INITIAL SECOND AMENDMENT CERTIFICATE

, 201 (the "Date of Initial Second Amendment Certificate")

City of Moreno Valley Attention: City Manager 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805

Re: Second Amendment to the Affordable Housing Agreement by and among the Moreno Valley Housing Authority (the "Housing Authority") and MV Hemlock Limited Partnership, a California limited partnership (the "Participant"), dated as of November 12, 2013 (the "Second Amendment")

Ladies and Gentlemen:

The undersigned as Participant under the Second Amendment and as made individually by James M. Jernigan in his individual capacity as Chief Executive Officer of Participant's administrative general partner ("Participant CEO") executes and delivers this "Initial Second Amendment Certificate" and does hereby state, declare, certify, represent and warrant to each of the City, the Moreno Valley Housing Authority (the "Housing Authority") and their respective officers, agents and employees as follows:

1. Each of the Participant and the Participant CEO has reviewed, executed and is familiar with the terms of the Second Amendment, as well as the "Existing Moreno Valley Agreements" as defined therein. Except as expressly defined herein, all capitalized terms herein shall have the meanings established therefor in the Second Amendment. Each of the Second Amendment and the Existing Moreno Valley Agreements (as modified thereby) is in full force and effect and shall remain in full force and effect.

2. The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust, the Affordability Restriction Notice, the City Covenants, the HOME Covenants, the First HOME Amendment and the Modification Agreement have been recorded among the official land records of the County of Riverside.

3. Participant and Participant CEO remake each and every representation and warranty set forth in the Second Amendment, including without limitation Sections 6 and 7 thereof.

4. The Participant has delivered to the City Manager copies of all invoices, statements and any other items to be paid from the Bank Lien Release Amount and the Remaining Original HOME Amount, including without limitation all matters enumerated in Exhibit E. There are no claims or liens as to the Project or affecting the Site excepting as set forth in Exhibit E to the Second Amendment; the amounts set forth in Exhibit E accurately reflect all amounts owed as to the Project and/or with respect to the Site (excepting for the Construction Loan). The Remaining Original

Item No. G.3

HOME Amount and the Bank Lien Release Amount are sufficient to satisfy any and all liens for construction and materials affecting the Site.

5. TCAC has issued a reservation of 4% Tax Credits and the Participant has satisfied all conditions precedent to such reservation.

6. Participant has caused at its expense the Title Company to issue and deliver to City a lender's ALTA policy of insurance for the City HOME Deed of Trust (\$1,900,000) showing a lien position conforming to the Original City AHA or a commitment by the Title Company to date down an ALTA lender's policy issued for the original principal amount of \$1,200,000, plus interest, at a new amount of \$1,900,000 as the insured amount reflecting the Modification Agreement.

7. Participant complied with Section 3.1 of the Original City AHA Agreement in connection with selection of contractors and the award of a contract for construction of the Improvements.

8. Participant has obtained payment bonds and performance and completion bonds for off-site improvements required by the City in connection with the development of the Site, in an amount and from a surety company acceptable to the City Manager, and such bonds remain in full force and effect. All bonds have been issued by good and solvent sureties qualified to do business in California and have a rating of A or better in the most recent edition of Best's Key Rating Guide.

9. The Existing Moreno Valley Agreements have been executed and remains in full force and effect (as modified by the Second Amendment).

10. All of the insurance policies required by Section 4.5 of the Original City AHA are in full force and effect.

11. Upon completion, the Required Affordable Units shall be occupied in accordance with the Existing Moreno Valley Agreements and the Second Amendment.

12. The representations and warranties of Participant contained in each of the Existing Moreno Valley Agreements and the Second Amendment, including without limitation Sections 6 and 7 of the Second Amendment, are true and correct as of the Date of Initial Second Amendment Certificate.

13. No Event of Default by Participant has occurred under one or more of the Existing Moreno Valley Agreements and the Second Amendment and no event hall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under one or more of the Existing Moreno Valley Agreements and the Second Amendment.

14. Participant has not, prior to the Date of Initial Second Amendment Certificate transferred one or more of the Existing Moreno Valley Agreements and the Second Amendment, the Site, or any rights of Participant therein.

15. Each of the Participant and the Participant CEO affirms that Section 4.7 of its agreement dated as of June 21, 2011 with the City and its agreement dated as of June 21, 2011 with the Agency survived closing, including without limitation the provisions thereof under which Participant shall defend, indemnify and hold harmless the Agency and the City from any claims,

losses, liabilities, and damages arising out of the Participant as set forth in Section 4.7 and/or in connection with the design and/or construction of the Improvements and/or the effect of liens or stop notices; the Participant further agrees that the rights of the Agency thereunder (as well as all rights of the Agency under the Existing Moreno Valley Agreements) have transferred to the Housing Authority.

16. Each of the Participant and the Participant CEO has received no notice from any governmental agency that there are Hazardous Materials on the Site and is not aware of the presence of Hazardous Materials on the Site in excess of amounts permitted by law.

17. Participant is operating and in good standing as a qualified limited partnership under the laws of the State of California and as reflected in the records of the California Secretary of State.

18. Participant remakes to each of the City and the Housing Authority each and every representation and/or warranty made to City, Agency or Housing Authority under one or more of the Existing Moreno Valley Agreements and the Second Amendment.

Each of the Participant and the Participant CEO executes this Initial Second Amendment Certificate for the benefit and protection of the City with full knowledge that the City is relying on this Initial Second Amendment Certificate in disbursing moneys to or for the benefit of the Participant as provided under the Second Amendment. IN WITNESS WHEREOF, the undersigned, as Participant and as Participant CEO, has executed this Initial Second Amendment Certificate as of the date first written above.

PARTICIPANT

MV HEMLOCK LIMITED PARTNERSHIP a California limited partnership

By: Rancho Belago Developers Inc., a California corporation, its administrative general partner

By: _

James M. Jernigan, President

PARTICIPANT CEO

James M. Jernigan

EXHIBIT D

FINAL SECOND AMENDMENT CERTIFICATE

____, 201_ (the "Date of Final Second Amendment Certificate")

Community Redevelopment Agency of the City of Moreno Valley Attention: Executive Director 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805

Re: Second Amendment to the Affordable Housing Agreement by and between the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") and MV Hemlock Limited Partnership, a California limited partnership (the "Participant"), dated as of June 21, 2011 (the "Second Amendment")

Ladies and Gentlemen:

The undersigned as Participant under the Second Amendment and as made individually by James M. Jernigan in his individual capacity as Chief Executive Officer of Participant's administrative general partner ("Participant CEO") executes and delivers this "Final Second Amendment Certificate" and does hereby state, declare, certify, represent and warrant to each of the City of Moreno Valley (the "City"), the Moreno Valley Housing Authority (the "Housing Authority") and their respective officers, agents and employees as follows:

1. Each of the Participant and the Participant CEO has reviewed, executed and is familiar with the terms of the Second Amendment, as well as the "Existing Moreno Valley Agreements" as defined therein. All capitalized terms herein shall have the meanings established therefor in the Second Amendment. Each of the Second Amendment and the Existing Moreno Valley Agreements (as modified thereby) is in full force and effect and shall remain in full force and effect.

2. Each of the Participant and the Participant CEO remakes each and every statement set forth in the Initial Second Amendment Certificate as of the date hereof.

3. No liens have been recorded as to the Site subsequent to the Second Amendment Date.

4. All of the insurance policies required by the Existing Moreno Valley Agreements are in full force and effect.

5. The representations and warranties of Participant contained in the Existing Moreno Valley Agreements and the Second Amendment are true and correct as of the Date of Final Second Amendment Certificate.

Exhibit D Page 1 of 3

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6. No Event of Default by Participant has occurred under the Agreement and no event hall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under one or more of the Existing Moreno Valley Agreements or the Second Amendment.

7. Participant has not, prior to the Date of Final Second Amendment Certificate transferred one or more of the Existing Moreno Valley Agreements, the Second Amendment, the Site, or any rights of Participant therein.

8. Each of the Participant and the Participant CEO affirms that Section 4.7 of its agreement dated as of June 21, 2011 with the City and its agreement dated as of June 21, 2011 with the Agency survived closing, including without limitation the provisions thereof under which Participant shall defend, indemnify and hold harmless the Agency and the City from any claims, losses, liabilities, and damages arising out of the Participant as set forth in Section 4.7 and/or in connection with the design and/or construction of the Improvements and/or the effect of liens or stop notices; the Participant further agrees that the rights of the Agency thereunder (as well as all rights of the Agency under the Existing Moreno Valley Agreements) have transferred to the Housing Authority.

9. Neither the Participant nor the Participant CEO has received any notice from any governmental agency that there are Hazardous Materials on the Site and is not aware of the presence of Hazardous Materials on the Site in excess of amounts permitted by law.

10. Participant is operating and in good standing as a qualified limited partnership under the laws of the State of California and as reflected in the records of the California Secretary of State.

11. Participant remakes to the Housing Authority and the City each and every representation and/or warranty made to the Agency, the Housing Authority and/or the City under the one or more of the Existing Moreno Valley Agreements and the Second Amendment.

Each of the Participant and the Participant CEO executes this Final Second Amendment Certificate for the benefit and protection of each of the Housing Authority and the City with full knowledge that each of the City and the Housing Authority is relying on this Final Second Amendment Certificate in disbursing moneys to or for the benefit of the Participant as provided under the Second Amendment.

> Exhibit D Page 2 of 3

IN WITNESS WHEREOF, the undersigned, as Participant, has executed this Final Second Amendment Certificate as of the Date of Final Second Amendment Certificate.

PARTICIPANT

MV HEMLOCK LIMITED PARTNERSHIP

a California limited partnership

By: Rancho Belago Developers Inc., a California corporation, its administrative general partner

By: ____

James M. Jernigan, President

PARTICIPANT CEO

James M. Jernigan

Exhibit D Page 3 of 3

EXHIBIT E

ENUMERATED LIENS

Payee	Amount
1. SBI Builders	\$ 53,712.19 ¹
2. Davis Development	119,885.77
3. Hilty's Electric	114,748.85
4. Soltis and Company	124,178.14 ²
5. Imperial Sprinklers	27,832.09
6. John Deere Landscapes	11,136.46
7. Dennis Lorton and Associates	26,759.03
8. George A. Bics Plumbing, Inc.	19,698.51 ³
9. Ferguson Enterprises	39,111.16
10. West Coast Drywall	147,624.35
11. Prime Tech Cabinets	20,848.88
12. Pacific Utility Installations	20,896.47
13. Peterson Bros. Construction	147,608.03
14. Peterson-Dean, Inc.	14,806.99
15. Pacific Carpets	58,047.40
16. Baja Construction	25,066.16
17. Western States Fire Protection	12,963.23
18. Mission Viejo Ornamental Iron	96,953.50
19. San Joaquin Door & Supply	40,104.64
20. Quality Wall Systems	43,144.00
21. Kana Pipeline	42,943.33
22. American Trim	12,150.64
23. Anytime Garage Door	33,871.00
24. Basket Case	14,188.00
25. Diaz Construction	39,705.50
26. Ortega Construction	45,683.50
27. LDI	42,503.52
Total to be Disbursed to Subcontractors	\$ 1,342,432.15
Total to be Disbursed to General Contractor (SBI)	\$ 53,712.19
COMBINED TOTAL	\$ 1,396,144.34

¹ Lien amount is \$1,396,144.34; but only \$53,712.19 is to be paid to SBI. An aggregate of \$1,342,432.15 to be disbursed to subcontractors listed in items 2 through 27.

 ² Lien amount is \$163,146.69. Payoff to subcontractor is reduced by amounts owed to Imperial Sprinklers (\$27,832.09) and John Deere Landscapes (\$11,136.46).
 ³ Lien amount is \$58,809.67. Payoff to subcontractor is reduced by amount owed to Ferguson Enterprises

³ Lien amount is \$58,809.67. Payoff to subcontractor is reduced by amount owed to Ferguson Enterprises (\$39,111.16)

EXHIBIT F

FIRST AMENDMENT TO HOME REGULATORY AGREEMENT

Recording Requested By and When Recorded Mail To:

City of Moreno Valley 14177 Frederick Street P. O. Box 88005 Moreno Valley, California 92552-0805 Attention: City Manager

(Space above for Recorder's use.)

(This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.)

FIRST AMENDMENT TO CITY REGULATORY AGREEMENT

This **FIRST AMENDMENT TO CITY REGULATORY AGREEMENT** ("Agreement") is entered into as of November 12, 2013, by and between the **CITY OF MORENO VALLEY**, a California municipal corporation ("City") and **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership ("Participant" or "Developer").

RECITALS

A. Developer previously entered into an Agreement entitled "Affordable Housing Agreement (HOME)" with City dated as of June 21, 2011 (the "Original City AHA"). The Original City AHA provided for the Developer to develop an affordable rental housing project as more fully described in the Original City AHA. The development was required to be accomplished on that certain real property located in the City as more particularly described in the legal description attached hereto as Exhibit A and fully incorporated by this reference ("Site").

B. The Developer also entered into an agreement with the Community Redevelopment Agency of the City of Moreno Valley (the "Redevelopment Agency") dated as of June 21, 2011 (the "Redevelopment Agency Agreement"). The Redevelopment Agency has been dissolved and its rights under the Redevelopment Agency have been transferred to the Moreno Valley Housing Authority (the "Housing Authority"). Pursuant to the Redevelopment Agency Agreement, certain instruments were recorded including that certain deed of trust recorded on October 21, 2011 as Instrument No. 2011-465456 and that certain instrument recorded as instrument No. 2011-465453 among the official land records of the County of Riverside (the "Official Records").

C. The City and the Participant subsequently entered into an agreement entitled "First Amendment to Affordable Housing Agreement (HOME)" dated as of November 13, 2012 (the "First Amendment") which amended the Original City AHA. The City, the Participant and the Housing Authority subsequently entered into an agreement entitled "Second Amendment"), which amended Housing Agreement" dated as of November 12, 2013 (the "Second Amendment"), which amended

Exhibit F Page 1 of 8 certain portions of the Redevelopment Agency Agreement, the Original City AHA and the First Amendment.

D. Under the Original City AHA, the Participant agreed to construct on the Site seventyeight (78) Housing Units on the Site, of which ten (10) Units (the "Original HOME Units") shall be restricted to occupancy and made available to 50% AMI Very Low Income Households, and all at an Affordable Rent, as more particularly set forth therein; the restriction of ten (10) Units as the Original HOME Units was reflected in an instrument entitled "City Regulatory Agreement") which was recorded on October 21, 2011 as Instrument No. 2011-[465451] among the official land records of the County of Riverside (the "Original HOME Regulatory Agreement").

E. Under the Second Amendment, the Participant has agreed to increase the number of Units at the Site restricted as HOME Units from ten (10) Units to eleven (11) Units. By this Agreement, the Participant memorializes, for the benefit of the City, the requirement that the number of Units at the Site restricted as HOME Unit shall be eleven (11) Units. This Agreement does not otherwise modify the Original HOME Regulatory Agreement. The Agreement does not modify that instrument recorded on October 21, 2011 as Document No. 2011-465453, which instrument is enforceable by the Housing Authority among the official land records of the County of Riverside.

NOW, THEREFORE, the foregoing recitals are a substantive part of this Agreement and in consideration of the mutual covenants and conditions set forth herein and in the City Agreement, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. Capitalized words and terms used in this Agreement, if not defined in this Agreement, shall have the meanings ascribed thereto in the Original HOME Regulatory Agreement, and if not defined therein, then in the Original City AHA as modified by the First Amendment and the Second Amendment.

ARTICLE 2

LAND USE RESTRICTIONS

2.1. Permitted Uses. The Site shall be used only for private rental dwelling purposes and related amenity uses and for no other purposes. Commencing upon and throughout the Affordability Period, Participant covenants and agrees to make available, restrict occupancy to, and rent eleven (11) of the Units at the Site to 50% AMI Very Low Income Households, all at an Affordable Rent as set forth in Sections 2.2, 2.3, and 2.4 herein. None of the Housing Units at the Site shall at any time be utilized on a transient basis, nor shall the Site or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home. Participant shall not convert the Site to condominium ownership during the Affordability Period without the prior consideration and action approving such conversion by the City Council, which approval may be granted, withheld or denied in the sole and absolute discretion of the City Council and until such approval is granted, if at all by City Council, it shall be a violation of such restriction to file a "White Report" and/or to record a condominium plan for the Site. Participant

Exhibit F Page 2 of 8 shall not maintain or cause to be maintained any public nuisance or private nuisance on or about the Site.

2.2 Tenant Selection Covenants.

Selection of Tenants. Participant shall be responsible for the selection of (a) tenants for the HOME Units in compliance with the HOME Program, the Redevelopment Law, the Federal Program Limitations (to the extent applicable), and all lawful and reasonable criteria, as set forth in the Management Plan that is required to be submitted to and approved by City pursuant to this Agreement. Preference shall be given to tenants who currently reside within the City, or who currently work in the City, or who have been displaced by activities of the City or redevelopment activities of Agency in the implementation of the Redevelopment Plan, to the extent authorized by applicable federal, state or local laws or regulations. Developer shall use its best efforts to rent vacant Housing Units to eligible households on housing authority's tenant waiting list and eligible households currently holding portable Section 8 vouchers, who are otherwise qualified to be tenants in accordance with the approved tenant selection criteria. Developer shall adopt a tenant selection system for the HOME Units in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by City Manager in his reasonable discretion, which establishes a chronological waiting list system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. To the extent Units are available, Developer shall not refuse to lease to a holder of a certificate of family participation under 24 CFR Part 882 (Rental Certificate Program) or a rental voucher under 24 CFR Part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program solely on the basis of such certificate, voucher or comparable document, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

(b) <u>Income and Occupancy Restrictions</u>. As included in the annual income certification provided by Developer or as otherwise reasonably requested by City, Developer shall endeavor to make available for City Manager's review and approval such information as Developer has reviewed and considered in its selection process, together with the statement by Developer that Developer has determined that each selected tenant will comply with all applicable terms and conditions of this Agreement in each tenant's occupancy of a HOME Unit, including without limitation, that each corresponding household satisfies the income eligibility requirements, Affordable Rent requirements, and other requirements of this Agreement.

(i) In this regard, Developer covenants and agrees that (i) each tenant (other than the on-site property manager) shall and will be a 50% AMI Very Low Income Household as defined herein, and (ii) the cost to each tenant household for the corresponding HOME Unit on the Site shall be at and within the defined Affordable Rent for a 50% AMI Very Low Income Household, and (iii) each tenant household (other than the on-site property manager) shall meet HQS occupancy standards for the HOME Unit, and (iv) the occupancy and use of the Site shall comply with all other covenants and obligations of this Agreement (collectively, "Tenant Selection Covenants").

(ii) Developer covenants that:

(A) four (4) of the three (3) bedroom HOME Units at the Development shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent; and

(B) seven (7) of the two (2) bedroom HOME Units at the Development shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent.

2.3 Income Certification Requirements. Following the completion of construction of the Improvements, and annually thereafter (on or before March 31 of each year), Developer shall submit to City, at Developer's expense, a written summary of the income, household size and rent payable by each of the tenants of the Units. At City's request, but not less frequently than prior to each initial and subsequent rental of each Unit to a new tenant household (but not lease renewals) and annually thereafter, Developer shall also provide to City completed income computation, asset evaluation, and certification forms, for any such tenant or tenants. Developer shall obtain, or shall cause to be obtained by the Property Manager, an annual certification from each household leasing a HOME Unit demonstrating that such household is a 50% AMI Very Low Income Household, as applicable, and meets the eligibility requirements established for the HOME Unit. Developer shall verify, or shall cause to be verified by the Property Manager, the income certification of each tenant household. In order to comply with this Section, Developer shall submit to City any and all tenant income and occupancy certifications and supporting documentation required to be submitted to TCAC pursuant to the Tax Credit Rules and the Tax Credit Regulatory Agreement for the Development; provided, City may request (and Developer shall provide) additional documentation to assist City's evaluation of Developer's compliance with this Agreement, if determined to be necessary in the reasonable discretion of the City Manager, specifically including (without limitation) any documentation or additional certifications that may be necessary to verify compliance with the HOME Regulations and Federal Program Limitations, as applicable. This requirement is in addition to and does not replace or supersede Developer's obligation to annually submit the Certificate of Continuing Program Compliance to City and Developer's obligations under the City Covenants and the Agency Participant CC&Rs.

(a) <u>Verification of Income of New and Continuing Tenants</u>. Gross income calculations for prospective (and continuing) tenants shall be determined in accordance with 25 Cal. Code Regs. Section 6914. Developer shall verify the income and information provided in the income certification of the proposed tenant as set forth below.

(i) Developer shall verify the income of each proposed tenant of the Development pursuant to the Tenant Selection Covenants set forth in Section 2.2 herein, and by at least one of the following methods as appropriate to the proposed tenant:

recent pay periods.

(A) obtain two (2) paycheck stubs from the person's two (2) most

obtain an income verification certification from the employer

(B) obtain a true copy of an income tax return from the person for the most recent tax year in which a return was filed.

(C)

of the person.

Exhibit F Page 4 of 8 (D) obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies.

(E) obtain an alternate form of income verification reasonably requested by City, if none of the above forms of verification is available to Developer.

2.4 Affordable Rent.

(a) <u>Maximum Monthly Rent</u>. The maximum monthly rent chargeable for the HOME Units shall be annually determined by City in accordance with Section 92.252 of the HOME Regulations and the Tax Credit Rules, as applicable, pursuant to the following formulas:

(i) The Affordable Rent for the Housing Units to be rented to 50% AMI Very Low Income Households shall not exceed the *lesser* of: (A) one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of AMI for Riverside County as determined and published by TCAC for a family of a size appropriate for the unit pursuant to the Tax Credit Rules or (B) the applicable Low HOME rent amount pursuant to the HOME Regulations.

For purposes of this Agreement, "Affordable Rent" means the total of monthly payments for (a) use and occupancy of each Housing Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, or cable TV or internet services, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

(b) <u>Rent Schedule and Utility Allowance</u>. City will review and approve the Affordable Rents proposed by Developer for all of the HOME Units together with the monthly allowances proposed by Developer for utilities and services to be paid by the tenant. Developer must annually reexamine the income of each tenant household living in the Housing Units annually in accordance with Sections 2.3 and 3.8 herein. The maximum monthly rent must be recalculated by Developer and reviewed and approved by City annually, and may change as changes in the applicable gross Rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. Any increase in Rents for the HOME Units is subject to the provisions of outstanding leases. Developer must provide all tenants not less than 30 days prior to written notice before implementing any increase in Rents.

(c) <u>Increases in Tenant Income</u>. A tenant who qualifies as a 50% AMI Very Low Income Household prior to occupancy of a HOME Unit in compliance with this Agreement shall be deemed to continue to be so qualified until such time as the annual re-verification of such tenant's income demonstrates that such tenant no longer qualifies as a 50% AMI Very Low Income Household, as applicable. A tenant occupying a HOME Unit whose income increases, causing that tenant household to cease to be income qualified in the same category shall, if that tenant household continues to qualify in a higher income category provided for under this Agreement, be deemed to so qualify and the HOME Unit occupied by such tenant household shall be counted towards

> Exhibit F Page 5 of 8

Developer's obligation to provide a HOME Unit for households in such income category. The HOME Units shall be "floating units" as defined in the HOME Regulations, such that the location of the HOME Units designated for each income category as well as the HOME Units designated as HOME Units may change within the Development provided that the next available HOME Unit containing the appropriate number of bedrooms shall be used to replace any HOME Units redesignated due to an increase in tenant income, such that to the extent reasonably practicable, the Development shall continuously comply with the unit mix set forth in Section 2.2(b)(ii). In no event shall the HOME Units designated as HOME Units also be designated as Units receiving Project Based Section 8 assistance. A tenant household whose income increases such that such tenant household ceases to be income qualified to occupy any HOME Unit at the Development, may continue to occupy his HOME Unit and be charged rent including a reasonable utility allowance, not greater than the lesser of thirty percent (30%) of the household's adjusted monthly income, recertified annually, or the market rent applicable to the HOME Unit as published by HUD.

(d) <u>Most Restrictive Affordable Rent Covenants Govern</u>. To the extent of an inconsistency between or among the foregoing covenants relating to Affordable Rent and other covenants or agreements applicable to the Development, the most restrictive covenants or agreement regarding the Affordable Rent for the Housing Units in the Development shall prevail.

ARTICLE 19

ATTORNEYS' FEES

In any action to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees and expert witness fees.

ARTICLE 20

MODIFICATION OF AGREEMENT

The Agency Participant CC&Rs are not modified hereby. The Original HOME Regulatory Agreement shall remain in full force and effect as amended hereby.

This Agreement may be modified or amended by mutual consent of the parties, provided that all amendments are in writing.

Exhibit F Page 6 of 8 **IN WITNESS WHEREOF,** the parties hereto have caused this Regulatory Agreement to be executed as of the day and year first above written.

Developer:

MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership

By: Rancho Belago Developers, Inc., a California corporation, its administrative general partner

By: James M. Jernigan, Its: President

[Signatures continue on following page.]

Exhibit F Page 7 of 8 [Signatures continue from previous page.]

CITY:

CITY OF MORENO VALLEY,

a California municipal corporation

By: <u>City Manager</u>

Exhibit F Page 8 of 8

EXHIBIT "A"

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

STATE OF CALIFORNIA)		
COUNTY OF)		
On, before me,	(Print Name of Notary Public)	
personally appeared		
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.		
WITNESS my hand and official seal.		
Signature of Notary Public		
OPTIONA	AL	
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.		
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT	
☐ Individual☐ Corporate Officer		
Title(s)	Title Or Type Of Document	
 Partner(s) Limited General Attorney-In-Fact 		
 Automety-mer act Trustee(s) Guardian/Conservator Other: 	Number Of Pages	
Signer is representing: Name Of Person(s) Or Entity(ies)		
	Date Of Documents	
	Signer(s) Other Than Named Above	
	-	

STATE OF CALIFORNIA) OUNTY OF) ss.			
On, before me,	(Print Name of Notary Public), Notary Public,		
personally appeared			
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
WITNESS my hand and official seal.			
Signature of Nota	ry Public		
OPTION	NAL		
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.			
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT		
 Individual Corporate Officer 			
Title(s)	Title Or Type Of Document		
 Partner(s) Limited General Attorney-In-Fact Trustee(s) 			
Guardian/Conservator	Number Of Pages		
Signer is representing: Name Of Person(s) Or Entity(ies)			
	Date Of Documents		
	Signer(s) Other Than Named Above		



APPROVALS	6
BUDGET OFFICER	me
CITY ATTORNEY	8MB
CITY MANAGER	Q

Report to City Council

- TO: Mayor and City Council
- **FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer
- AGENDA DATE: November 12, 2013

TITLE:AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO
FLATIRON ELECTRIC GROUP, INC. EMERGENCY VEHICLE
PRE-EMPTION RETROFIT AT 117 SIGNALIZED
INTERSECTIONS — PROJECT NO. 808 0010 70 76

RECOMMENDED ACTION

Recommendations: That the City Council:

- 1. Waive any and all minor irregularities and award the contract to Flatiron Electric Group, Inc., 7911-A Pine Avenue, Chino, CA 91708, the lowest responsible bidder, for Emergency Vehicle Pre-Emption Retrofit at 117 Existing Signalized Intersections.
- 2. Authorize the City Manager to execute a contract with Flatiron Electric Group, Inc.
- 3. Authorize the issuance of a Purchase Order to Flatiron Electric Group, Inc. for the amount of \$418,025 (\$363,500 bid plus 15% contingency) when the contract has been signed by all parties.
- 4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Flatiron Electric Group, Inc. up to, but not exceeding, the contingency amount of \$54,525, subject to the approval of the City Attorney.
- 5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system and release the retention to Flatiron Electric Group, Inc., if no claims are filed against the project.

<u>SUMMARY</u>

This report recommends approval of a construction contract to install City-furnished Emergency Vehicle Pre-emption (EVP) systems at 117 locations throughout the City to Flatiron Electric Group, Inc. The project is funded by a grant provided by the Highway Safety Improvement Program, and was approved in the 2013/14 Capital Improvement Plan budget.

DISCUSSION

An EVP system allows for priority treatment of emergency vehicles, such as fire trucks and ambulances, at traffic signals. Emergency vehicles are provided with strobe lights which flash light patterns that can be detected by the EVP system. Upon receipt of the appropriate strobe light signal, the traffic signal is programmed to terminate conflicting traffic movements and display green for the approaching emergency vehicle. The EVP system's primary benefits are a reduction in response time of between 14% and 23%, and an improvement in safety since emergency vehicles would normally enter intersections on a green light instead of on a red light.

On March 27, 2007, the City Council authorized Resolution No. 2007-32 requiring the installation of EVP equipment for all future traffic signals. At the time, the City had successfully retrofitted 19 signalized intersections with pre-emption equipment. Subsequently, the City has signalized approximately 25 additional intersections with EVP systems.

In 2008, the City successfully applied for Highway Safety Improvement Program (HSIP) funds for the deployment of Emergency Vehicle Pre-emption equipment at 117 existing signalized intersections. Although the City has more than 117 intersections in need of retrofit, staff estimated this to be the maximum number that could be retrofitted under the maximum HSIP grant. The City was awarded the maximum HSIP grant amount of \$1,000,000.

On June 8, 2010, the City Council ratified an agreement with the California Department of Transportation to commence preliminary engineering for this project. Caltrans environmental staff has declared this project to be categorically excluded from federal environmental review under the National Environmental Policy Act (NEPA), and City planning staff have concurred with the finding and declared the project to be categorically exempt from the California Environmental Quality Act (CEQA).

On November 27, 2012, the City Council rejected all bids for procurement and installation of emergency vehicle pre-emption equipment based on staff's recommendation. The rejection was required due to concerns with the product proposed by the low bidder which were not possible to be addressed during the bid evaluation period.

Staff subsequently performed extensive research, testing, and systems engineering to specify minimum requirements for an EVP system which meets the City's needs while being open to multiple vendors. Procurement documents were drafted based on the

new system requirements and the project was re-advertised based on a two-step process consisting of procurement to be followed by construction.

The project was advertised for procurement only of EVP systems and on August 27, 2013, the City Council awarded the purchase of emergency vehicle pre-emption systems to Global Traffic Technologies.

The current award is for installation of the procured equipment. A Notice Inviting Bids was advertised for the construction component of subject Project and formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 10:15 a.m. on October 23, 2013, for the subject project. Five (5) bids were received as follows:

<u>CONTRACTORS</u>

Total Bid Amounts

1.	Flatiron Electric Group, Inc., Chino	\$363,500
2.	Steiny and Company, Inc., Baldwin Park	
3.	Sully Miller Contracting Company, Brea	
4.	DBX, Inc., Temecula.	
5.	Sierra Pacific Electrical Contracting Inc., Riverside	\$1,058,942

The lowest responsible bidder was determined by comparing the cumulative total for all Bid items, as stipulated in the bidding documents. Staff has reviewed the bid by Flatiron Electric Group, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. The lowest responsible bidder meets all special funding requirements. No outstanding issues were identified through review of the references submitted by Flatiron Electric Group, Inc. in their bid.

ALTERNATIVES

- 1. Approve and authorize the recommended actions as presented in this staff report. This alternative will allow for the retrofitting of 117 signalized intersections, thereby improving traffic safety for first responders and the community in addition to reducing response times for emergency vehicles.
- 2. Do not approve and authorize the recommended actions as presented in this staff report and provide alternate direction to Staff. *This alternative would potentially delay this necessary project.*

FISCAL IMPACT

This project is included in the Fiscal Year 2013/2014 Capital Improvements Project Budget and is funded using the Development Impact Fee (DIF) Traffic Signals fund (Fund 3302) and Highway Safety Improvement Program (HSIP) funds (Fund 3302A). These funds have been allocated for the EVP Project and cannot be utilized for operational purposes. The HSIP funds have a 24.22% match requirement that will be met with DIF Traffic Signal funds. There is no impact to the General Fund.

TOTAL FUNDS FOR CONSTRUCTION PHASE:

Fiscal Year 2013/2014:
Highway Safety Improvement Program (HSIP) fund
(Account No. 3302-70-76-80008, Project No. 808 0010 70 76-3302A) \$736,000
Development Impact Fee (DIF) Traffic Signals fund
(Account No. 3302-70-76-80008, Project No. 808 0010 70 76-3302)
Total Budget
-

ESTIMATED CONSTRUCTION RELATED COSTS:

Procurement of EVP System Equipment	
(including 5% contingency and sales tax)	\$319,000
Construction (including 15% contingency)	\$418,000
Administration/Project Management*	\$ 50,000
Total Estimated Cost	
	+ -)

*Administration/Project Management will be provided by City staff.

ANTICIPATED PROJECT SCHEDULE:

Start Construction	November 2013
Anticipated Completion of Construction	March 2014

CITY COUNCIL GOALS

ADVOCACY:

Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

ATTACHMENTS

Attachment 1: Agreement with Flatiron Electric Group, Inc.

Item No. G.4

Prepared By: John Kerenyi, P.E. Senior Engineer Department Head Approval: Ahmad R. Ansari, P.E. Public Works Director/City Engineer

Concurred By: Eric Lewis, P.E. City Traffic Engineer/Transportation Division Manager This page intentionally left blank.

ATTACHMENT 1 CITY OF MORENO VALLEY Project No. 808 0010 70 76

Agreement No.

AGREEMENT

PROJECT NO. 808 0010 70 76 EMERGENCY VEHICLE PRE-EMPTION RETROFIT AT 117 SIGNALIZED INTERSECTIONS Federal-Aid Project No. HSIPL-5441 (046)

THIS Agreement, effective as of the date signed by the City of Moreno Valley, is by and between the City of Moreno Valley, a municipal corporation, hereinafter called the "City" and **Flatiron Electric Group, Inc.**, hereinafter called the "Contractor."

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

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

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda Nos. <u>1,2</u> inclusive, issued prior to the opening of the Bids
- E. City Special Provisions, including the General Provisions and Technical Provisions; explicitly including FHWA Form 1273 provided therein
- F. Standard Specifications for Public Works Construction ("Greenbook") latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. The bound Bidding Documents
- L. Contractor's Certificates of Insurance and Additional Insured Endorsements
- M. Contractor's Bidder's Proposal and Subcontractor Listing
- N. Bidder's DBE Commitment Form

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

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and were made available to the Contractor prior to the Bid Deadline for informational purposes:

A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract

Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items awarded by the City is <u>Three Hundred Sixty Three</u> <u>Thousand Five Hundred and 00/100</u> Dollars (\$363,500.00) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

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

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **One Hundred Twenty (120) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Twenty (20) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of critical required submittals
- Obtaining an approved no fee Encroachment Permit
- Submittal of application for Dual Permit from Caltrans
- Obtaining a Temporary Use Permit for a construction yard, if so desired

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security of Contractor persistently delays in providing the required documentation.

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

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

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

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$510 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

6.2. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.

6.3. **Owner is Exempt from Liability for Early Completion Delay Damages**. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

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

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

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

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

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

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

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

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

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

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

7.8. Notices to City of Cancellation or Changes. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance

broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

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

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

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

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

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

7.12. **Subcontractors' Insurance**. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

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

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

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

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

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

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or

performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

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

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;

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

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

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

in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

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

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

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation	Flatiron Electric Group Inc.
BY: City Manager	License No./ Classification:
DATE:	Expiration Date:
	Federal I.D. No.:
INTERNAL USE ONLY	PRINT NAME:
APPROVED AS TO LEGAL FORM:	SIGNATURE:
	TITLE:
City Attorney	DATE:
Date	
RECOMMENDED FOR APPROVAL:	PRINT NAME:
	SIGNATURE:
Public Works Director/City Engineer	TITLE:
	DATE:
Date	

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

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

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On ______ before me, ______ (Here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

	ADDITIONAL OPTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as
AGREEMENT SIGNATURE PAGE (Title or description of attached document)	appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in
(Title or description of attached document continued)	California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
Number of Pages	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
Document Date	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her
Additional Information	 Print hoary proof must print ms of her hand as it appears which ins of her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
CAPACITY CLAIMED BY THE SIGNER	 he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible.
□ Individual(s) □ Corporate Officer	 Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk.
(Title) Partner (s) Attorney-in-Fact Other	 Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document.
	 Securery attach dits document to the signed document.

CITY OF MORENO VALLEY Project No. 808 0010 70 76

BOND NO.

PREMIUM \$_____

FAITHFUL PERFORMANCE BOND (100% of Total Contract Price)

PROJECT NO. 808 0010 70 76

EMERGENCY VEHICLE PRE-EMPTION RETROFIT AT 117 SIGNALIZED INTERSECTIONS Federal-Aid Project No. HSIPL-5441 (046)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Flatiron Electric Group, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley and identified as **Project No. 808 0010 70 76**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

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

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

of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

Item No. G.4

	BOND NO
IN WITNESS WHEREOF, we have hereu	unto set our hands, and seals on this day
of20	
CONTRACTOR (Principal)	SURETY
Contractor Name:	Name:
Address:	Address:
Telephone No.:	Telephone No.:
Print Name:	Print Name: Attorney-in-Fact
Signature:	
Approved as to Form this	
day of20	-
City Attorney City of Moreno Valley	-

NOTE:

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

	A ALL-PURPOSE ACKNOWLEDGMENT
State of California County of	SAMPLE
On before me,	
(Here	insert name and title of the officer)
personally appeared	,
within instrument and acknowledgement to me that	te to be the person(s) whose name(s) is/are subscribed to the the/she they executed the same in his/her/their authorized n the instrument the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY under the la true and correct. WITNESS my hand and official seal.	aws of the State of California that the foregoing paragraph is
	(Notary Seal)
Signature of Notary Public	
DESCRIPTION OF THE ATTACHED DOCUMENT <u>FAITHFUL PERFORMANCE BOND SIGNATURE PAGE</u> (Title or description of attached document) (Title or description of attached document continued)	ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
	• State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
Number of Pages Document Date	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
Additional Information	 notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
CAPACITY CLAIMED BY THE SIGNER o Individual(s) o Corporate Officer	 The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. v Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. v Indicate title or type of attached document, number of pages and date. v Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document.

Item No. G.4

CITY OF MORENO VALLEY Project No. 808 0010 70 76

BOND NO._____

PREMIUM \$_____

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

PROJECT NO. 808 0010 70 76

EMERGENCY VEHICLE PRE-EMPTION RETROFIT AT 117 SIGNALIZED INTERSECTIONS Federal-Aid Project No. HSIPL-5441 (046)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to <u>Flatiron Electric Group, Inc.</u> as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 808 0010 70 76**, and Contract Documents are hereby referred to and made a part hereof; and

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

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

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

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

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

	BOND NO
IN WITNESS WHEREOF, we have hereunto	o set our hands, and seals on this day
of 20	
CONTRACTOR (Principal)	SURETY
Contractor Name:	Name:
Address:	Address:
Telephone No.:	Telephone No.:
Print Name:	Print Name: Attorney-in-Fact
Signature:	Signature:
Approved as to Form this	
day of20	
City Attorney City of Moreno Valley	

NOTE:

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

	ALL-PURPOSE ACKNOWLEDGMENT
	SAMPLE
State of California	
County of	
On before me,(Here	······································
personally appeared	
within instrument and acknowledgement to me that	the to be the person(s) whose name(s) is/are subscribed to the he/she they executed the same in his/her/their authorized in the instrument the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY under the la true and correct.	ws of the State of California that the foregoing paragraph is
WITNESS my hand and official seal.	
Signature of Notary Public	(Notary Seal)
•	* ADDITIONAL OPTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT <u>LABOR AND MATERIALS PAYMENT BOND</u> <u>SIGNATURE PAGE</u> (Title or description of attached document)	INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
(Title or description of attached document continued)	• State and County information must be the State and County where the document
Number of Pages Document Date	 signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
Additional Information	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
 CAPACITY CLAIMED BY THE SIGNER o Individual(s) o Corporate Officer 	 he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the
 Corporate Officer (Title) Partner (s) Attorney-in-Fact Other 	 Signature of the hold y public must match the signature of the whit the office of the county clerk. v Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. v Indicate title or type of attached document, number of pages and date. v Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document.

Item No. G.4

00602-3

CITY OF MORENO VALLEY SUPPLEMENTARY GENERAL CONDITIONS

The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- (1) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- (2) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- (3) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- (4) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (<u>18 U.S.C. 874</u>) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- (5) CONTRACTOR shall comply with the Davis-Bacon Act (<u>40 U.S.C.</u> 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (6) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (<u>40 U.S.C.</u> 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (7) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- (8) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- (9) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license

to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

- (10) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- (12) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (<u>42 U.S.C.</u> 1857(h)), section 508 of the Clean Water Act (<u>33 U.S.C. 1368</u>), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- (13) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

	City of Moreno Valley	Contractor/Consultant Name
BY: _		BY:
		TITLE:
	Date	Date
		BY:
		TITLE:(Corporate Secretary)
		Date



APPROVALS	
BUDGET OFFICER	me
CITY ATTORNEY	SMB
CITY MANAGER	Q

Report to City Council

- TO: Mayor and City Council
- **FROM:** John Terell, Community and Economic Development Director
- AGENDA DATE: November 12, 2013
- TITLE: ADOPTION OF 2013 CALIFORNIA BUILDING CODES, CALIFORNIA CODE OF REGULATIONS, TITLE 24, INCORPORATING THE LATEST EDITIONS OF THE MODEL CODES WITH AMENDMENTS

RECOMMENDED ACTION

Recommendations: That the City Council:

 Approve Ordinance No. 871. An Ordinance of the City Council of the City of Moreno Valley, California, amending Title 8, of the City of Moreno Valley Municipal Code by repealing and replacing Chapters 8.20, 8.22, 8.23, 8.24, 8.26, 8.36 and adopting, as modified, the California Building Standards Code, California Code of Regulations, Title 24; incorporating the 2012 International Building Code, 2012 Uniform Mechanical Code, the 2012 International Residential Code, the 2012 Uniform Plumbing Code, the 2012 International Fire Code, and the 2011 National Electrical Code; and adopting other regulations relating to Building and Fire Prevention requirements.

SUMMARY

The adoption of the 2013 California Building Standards Code, California Code of Regulations, Title 24 as amended will ensure that minimum building standards are implemented to safeguard life, limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the City of Moreno Valley.

DISCUSSION

The California Building Standards Commission is mandated by Health and Safety Code Section 18928 to adopt the most recent editions of applicable model codes within one year of the date of publication. In July of 2013, the California Building Standards Commission adopted the California amended versions of the International, National and Uniform Model Codes as published by the International Code Council (ICC), National Fire Protection Association (NFPA) and the International Association of Plumbing and Mechanical Officials (IAPMO).

The California Building Code is amended every three years and involves numerous State departments each performing a comprehensive review to their respective portion of the code. The outcome of this analysis is thousands of changes involving both grammatical and technical issues.

In addition, the City has made various "Findings of Need" with regard to the specific International Building Code and International Fire Code Ordinance Amendments to be adopted by the City. Additional requirements and standards are necessary to properly protect the health, safety and welfare of existing and future residents and workers of the City of Moreno Valley. Therefore, the Codes will be adopted with local amendments to reflect the City's unique climatic, geographical, and topographical conditions.

Due to the large number of modifications made both at the state and local levels, staff has provided a list of some of the highlights to the regulations.

- An extensive update of energy regulations
- Adoption of the 2010 American with Disabilities Act standards with California amendments
- Updated California Green Building Code requirements for nonresidential building alterations and additions
- New plumbing provisions pertaining to greywater and rainwater catchments

Adopting the California Building Standards Code, California Code of Regulations, Title 24 as amended will provide continued consistency for the future development in the City of Moreno Valley.

Staff has shared the upcoming code changes and the City's amendments with the development community.

ALTERNATIVES

California Building Standards are applicable to all occupancies throughout California, whether or not the local government agency takes action to adopt those California Building Standards (Health and Safety Code, §§ 17950 and 18938 (b)). However, if no action is taken, local amendments cannot be effectuated.

FISCAL IMPACT

No fiscal impact.

CITY COUNCIL GOALS

Enhance Community 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.

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

NOTIFICATION

The public hearing will be noticed as required by Government Code Section 6066.

Upon adoption, a copy of this ordinance will be forwarded to the Building Standards Commission and Housing and Community Development for filing as per Health and Safety Code Section 17958.8.

ATTACHMENTS

Attachment 1: Proposed Ordinance

Prepared By: Name: Allen D. Brock, CBO Title: Building Official

Concurred By: Name: Abdul Ahmad Title: Fire Chief Department Head Approval: Name: John Terell Title: Community and Economic Development Director

Concurred By: Name: Randall Metz Title: Fire Marshal This page intentionally left blank.

ORDINANCE NO. 871

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 8, OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REPLACING CHAPTERS 8.20, 8.22, 8.23, 8.24, 8.26, 8.36, AND ADOPTING, AS MODIFIED, THE 2013 CALIFORNIA BUILDING STANDARDS CODE. CALIFORNIA CODE OF REGULATIONS, TITLE 24: **INCORPORATING THE 2012 INTERNATIONAL BUILDING** CODE, THE 2012 UNIFORM MECHANICAL CODE, THE 2012 INTERNATIONAL RESIDENTIAL CODE, THE 2012 UNIFORM PLUMBING CODE, THE 2012 INTERNATIONAL FIRE CODE, AND THE 2011 NATIONAL ELECTRICAL CODE; AND ADOPTING OTHER REGULATIONS RELATING TO BUILDING AND FIRE PREVENTION **REQUIREMENTS.**

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. PRIOR ENACTMENTS REPEALED:

1.1 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date on which this Ordinance becomes effective and operative.

SECTION 2. CONTINUING EFFECT:

2.1 Notwithstanding Section 1.1 of the Ordinance, and solely for the purposes of this Section 2.1, this Ordinance shall be construed as a continuation of said prior enactments as the same may have been heretofore amended from time to time, and compliance therewith prior to the effective date hereof shall be deemed to be compliance with this Ordinance unless provided otherwise herein.

2.2 Except as specifically or by necessary implication required to the contrary by this Ordinance, no right or entitlement granted, or obligation imposed, or action or proceeding commenced or taken pursuant to a prior resolution or ordinance repealed or modified hereby shall be deemed to be invalidated, waived, terminated or otherwise affected by the enactment hereof.

SECTION 3. EFFECT OF ENACTMENT:

3.1 Except as specifically provided herein, nothing contained in this Ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

1 Ordinance No. 871 Date Adopted: November 26, 2013

SECTION 4. FINDINGS:

4.1 The International Code Council is a private organization which has been in existence for at least three (3) years.

4.2 The 2012 International Building Code, the 2012 International Fire Code, the California Building Standards Code, and the International Fire Code Standards published by said organization, are a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

4.3 The International Building Code and the International Fire Code have been printed and published as a code in book form within the meaning of Section 50022.2 et seq., of the California Government Code and said code has been adopted and amended by the California Building Standards Commission into the California Code of Regulations (CCR) as Title 24, 2013 edition.

4.4 That one (1) copy of the 2013 California Building Code based on the 2012 International Building Code and one (1) copy of the 2013 California Fire Code based on the 2012 International Fire Code have been on file for use and examination by the public in the office of the Building Official prior to adoption of this Ordinance.

4.5 That the sections of the International Building Code and California Building Code Standards may be referred to by the same number used in said published compilation preceded by the words "City of Moreno Valley International Building Code Section" or "International Building Code Section" or "Building Code Section". Said amendments to the California Building Standards Code under the California Building Code shall be referred to in the same manner as listed above for ease of application.

4.6 That the sections of the International Fire Code and International Fire Code Standards may be referred to by the same number used in said published compilation preceded by the words "City of Moreno Valley International Fire Code Section" or "International Fire Code Section" or "Fire Code Section". Said amendments to the California Building Standards Code under the California Fire Code shall be referred to in the same manner as listed above for ease of application.

4.7 Pursuant to Section(s) 17958.5(a) and (b) as well as Section 17958.7 of the California Health and Safety Code, the Section contained herein shall be submitted as the "Findings of Need" with regard to the specific International Building Code and International Fire Code Ordinance Amendments adopted by the City of Moreno Valley and addressed herein. Additional requirements and standards herein are necessary to properly protect the health, safety and welfare of the existing and future residents as well as workers of the City of Moreno Valley. Under the provisions of Section 17958.7 of the Health and Safety Code, local amendments shall be based on climatic, geographical, or topographical conditions. The "Findings of Need" contained herein shall address each of these situations and shall present the local situation which singularly or in combination cause the established amendments to be adopted. Each such modification is identified as to which section such finding refers.

2 Ordinance No. 871 Date Adopted: November 26, 2013

4.7.1 Life Safety: That the additional requirements and standard established herein are needed to properly protect the health, safety, life and limb, and welfare of existing and future residents, workers and guests of the City of Moreno Valley.

4.7.2 That these changes and modifications to the standards published in the International Building Code and International Fire Code are reasonably necessary because of local climatic, geological, and topographical conditions. The following are hereby adopted as non-inclusive specific findings in respect to such local conditions and refer to amendments made to the International Building Code, California Code of Regulations, Title 24, and International Fire Code as more particularly set forth below.

Climatic Conditions:

4.7.2.1 The City of Moreno Valley receives relatively low amounts of precipitation, low humidity and high temperatures. Such climate conditions are conducive to the spread of fire (Information from the University of California, Riverside, Meteorological Weather Station). This finding refers to and supports modifications to 319; 320; 321; 322; 322.1; 323; 324; 325; 326; 5601.2; 5601.3 of the California Fire Code, 2013 edition.

4.7.2.2 Strong winds, commonly referred to as the Santa Ana Winds, have reached speeds up to 57 miles per hour in Moreno Valley during various months of past years. Damage that can occur during such winds includes the creation of highly flammable conditions of brush, downed trees, utility poles, utility circuits, and power line (Wind speeds documented at March Air Reserve Base). This finding refers to and supports modifications to Chapter 1, Division II, Section 105.2 of the California Building Code, 2013 edition and to Chapter 1, Division II, Section R105.2 of the California Residential Code, 2013 edition. This finding also refers to and supports modifications to 319; 320; 321; 322; 322.1; 323; 324; 325; 326; 606.10.2; 609.2; 4906.3; 4908; 5601.2; 5601.3 of the California Fire Code, 2013 edition.

4.7.2.3 Other areas within the City of Moreno Valley are subject to landslides, wind erosion, blown sand, flooding and wildfires. This finding refers to and supports modifications to Chapter 1, Division II, Section 105.2 of the California Building Code, 2013 edition and to Chapter 1, Division II, Section R105.2 and Section R405.1 of the California Residential Code, 2013 edition. This finding also refers to and supports modifications to 319; 320; 321; 322; 322.1; 323; 324; 325; 326; 4906.3; 4908; 5601.2; 5601.3 of the California Fire Code, 2013 edition.

Geological:

4.7.2.4 Within the city limits of Moreno Valley, there are two (2) earthquake faults; the San Jacinto Fault and the Casa Loma Fault. There are also other faults in the immediate adjacent areas. In the event of a severe earthquake, these faults present the potential for catastrophic damage including fire, damage to roadways, and other impairments of emergency apparatus (Fault information from California Division of Mines and Geology). This finding refers to and supports modifications to Chapter 1, Division II, Section 105.2 of the California Building Code, 2013 edition and to

3 Ordinance No. 871 Date Adopted: November 26, 2013

Chapter 1, Division II, Section R105.2 and Chapter 4, Section R403.1.3 and Section R405.1 of the California Residential Code, 2013 edition.

4.7.2.5 There is a lack of fire hydrants and water supply to new construction hillside areas in the City of Moreno Valley. This finding refers to and supports modifications to Sections 319; 320; 321; 322; 322.1; 323; 324; 325; 326; 502.1; 503.1; 503.1.1; 503.1.4; 503.2.1; 503.2.2; 503.2.7; 505.1; 901.3.1; 901.6; 903.2.11.1.1; 903.2; 903.3.5.5; 903.4; 912.2.1; 914.5; 4906.3; 4908 of the California Fire Code, 2013 edition.

4.7.2.6 In Moreno Valley there are known areas where the radio coverage is insufficient to ensure the life safety of emergency personnel due to the mountainous and hilly terrain at the City's northern and eastern boundaries. These areas include the Reche Vista area, the Hidden Springs area near Box Springs Mountain, and the entrance to San Timoteo Canyon off of both Moreno Beach Boulevard and Redlands Boulevard near the northern City limits. This finding refers to and supports modifications to Sections 508.1; 508.1.1; 508.1.2; 508.1.3; 508.1.5; 508.1.6; 510.1 of the California Fire Code, 2013 edition.

Topographical:

4.7.2.7 Development has occurred and continues to occur in Moreno Valley at a rapid pace. Traffic congestion occurs during certain peak business hours, weekends, and on holidays along main thoroughfares such as Sunnymead Blvd, Perris Blvd., Alessandro Blvd., Heacock St., Pigeon Pass/Frederick St., and at some points along Indian St. and Cactus Ave. (Information provided by the Transportation Engineering Division of the Public Works Department). This finding refers to and supports modifications to 502.1; 503.1; 503.1.1; 503.1.4; 503.2.1; 503.2.2; 503.2.7; 505.1 of the California Fire Code, 2013 edition.

4.7.2.8 The distance between fire stations, and the response time in our City compared to the time when flashover generally occurs creates a need for on-site fire suppression capability in all structures, and also the need for specific turning radius and turnaround requirements for fire apparatus. In order to accommodate fire equipment during emergency response, we find that fire apparatus roads, grades, turning radius and turnaround dimensions are required as set forth herein. This finding refers to and supports modifications to Sections 502.1; 503.1; 503.1.1; 503.1.4; 503.2.1; 503.2.2; 503.2.7; 505.1; 606.10.2; 609.2; 901.3.1; 901.6; 903.2.11.1.1; 903.2; 903.3.5.3; 903.4; 907.3.1; 912.2.1; 914.5 of the California Fire Code, 2013 edition.

4.7.2.9 Moreno Valley has a number of different water companies serving the area, with varying capacity to deliver water flows for fire suppression purposes. This finding refers to and supports modifications to Sections 507.1; 507.2.1; 507.5.7; 901.3.1; 901.6; 903.2.11.1.1; 903.2; 903.3.5.3; 903.4 of the California Fire Code, 2013 edition.

4.7.2.10 Radio communications and ability to access a breathing air supply can be hindered by topographical features in Moreno Valley as well as building design which can include subterranean structures. It is vital to ensure there

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is adequate radio coverage and breathing air throughout the City for the life safety of the emergency response personnel. This finding refers to and supports modifications to Sections 508.1; 508.1.1; 508.1.2; 508.1.3; 508.1.5; 508.1.6; 510.1 of the California Fire Code, 2013 edition.

SECTION 5. MUNICIPAL CODE AMENDED:

5.1 The list of chapters of Title 8 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"Title 8

BUILDINGS AND CONSTRUCTION

Chapter 8.04	STANDARDS AND PRACTICES
Chapter 8.12	FLOOD DAMAGE PREVENTION AND IMPLEMENTATION
	OF NATIONAL FLOOD INSURANCE PROGRAM
Chapter 8.14	GENERAL
Chapter 8.20	CALIFORNIA BUILDING CODE
Chapter 8.21	GRADING REGULATIONS
Chapter 8.22	CALIFORNIA MECHANICAL CODE
Chapter 8.23	CALIFORNIA RESIDENTIAL CODE
Chapter 8.24	CALIFORNIA PLUMBING CODE
Chapter 8.26	CALIFORNIA ELECTRICAL CODE
Chapter 8.36	INTERNATIONAL FIRE CODE
Chapter 8.60	THREATENED AND ENDANGERED SPECIES
Chapter 8.12	RECYCLING AND DIVERSION OF CONSTRUCTION AND
	DEMOLITION WASTE"

5.2 Chapter 8.20 of Title 8 of the City of Moreno Valley Municipal Code is hereby repealed and replaced in its entirety to read as follows:

"Chapter 8.20

California Building Code

Sections

8.20.010 Adopted

8.20.010 Adopted

The California Building Code, 2013 Edition, based on the 2012 International Building Code as published by the International Code Council, excluding Chapter 29 and

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Chapter 34 and including Appendix H and the Standards referred to therein, is adopted and made part of this title by reference with the following modifications:

A. Chapter 1, Division II, Section 101.2, Exception is amended to read as follows:

Exception: Detached one- and two-family dwellings and multiple single family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the California Residential Code, Title 24, Part 2.5.

- B. Chapter 1, Division II, Section 101.4 is deleted.
- C. Chapter 1, Division II, Section 103.2 of the Fire Code is amended to read as follows:

Section 103.2 Appointment. The fire code official shall be appointed by the chief appointing authority of the jurisdiction; and the fire code official shall not be removed from office without prior consultation with the Fire Chief regarding implementation, administration and enforcement of the provisions of this Code.

- D. Chapter 1, Division II, Section 105.1.1 and 105.1.2 are deleted.
- E. Chapter 1, Division II, Section 105.2, Building 2 is hereby amended to read as follows:

Fences not over six (6) feet high, masonry concrete block walls under three (3) feet measured from top of footing, or combination masonry concrete block walls with wrought iron under three (3) feet measured from top of footing.

- F. Chapter 1, Division II, Section 105.2.3 is deleted.
- G. Chapter 1, Division II, Section 105.3.2 is amended to read as follows:

Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit had been issued; except that that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

- H. Chapter 1, Division II, Section 107.3.3 is deleted.
- I. Chapter 1, Division II, Section 113 is deleted.
- J. Chapter 3, Section 304.1 is amended to include (show in bold)

Motor Vehicle Showrooms

Police and Fire Stations

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Post Office"

5.3 Chapter 8.22 of the Title of the City of Moreno Valley Municipal Code is hereby repealed and replaced in its entirety to read as follows:

"Chapter 8.22

California Mechanical Code

Sections

8.22.010 Adopted

8.22.010 Adopted

The California Mechanical Code, 2013 Edition, including Appendices B, C and D thereto, based on the 2012 Uniform Mechanical Code and the Standards incorporated therein, as published by the International Association of Plumbing and Mechanical Officials is adopted and made a part of this chapter by reference with the following modifications:

- A. Chapter 1, Division II Section 110.0 is deleted.
- B. Chapter 1, Division II Section 114.4 is amended to read as follows

Expiration. Every permit issued under the provisions of this code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one-hundred and eighty (180) days from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one-hundred and eighty (180) days. Before such work can be recommenced, a new permit must be first be obtained.

A permittee holding an unexpired permit shall be permitted to apply for an extension of the time within which work may be commenced under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The City shall have the authority to extend the time for action by the permittee for a period not exceeding one –hundred and eighty (180) days upon written request by the permittee showing that circumstances beyond the control of said permittee have prevented action from being taken.

Expiration of Plan Review. Applications for which no permit is issued within one-hundred and eighty (180) days following the date of application shall expire by limitation, and plans and other data submitted for review shall by permitted to be returned to the applicant or destroyed by the City. The City shall be permitted to extend the time for action by the applicant for a period not to exceed one-hundred and eighty (180) days upon request by the applicant showing that circumstances beyond the control of

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the applicant have prevented action from being taken. No application shall be extended more than once.

C. Chapter 1, Division II Section 115.0 is deleted."

5.4 Chapter 8.23 of Title 8 of the City of Moreno Valley Municipal Code is hereby added to read as follows:

"Chapter 8.23

California Residential Code

Sections

8.23.010 Adopted

8.23.010 Adopted

The California Residential Code, 2013 Edition, based on the 2012 International Residential Code and the Standards referred to therein, as published by the International Code Council, is adopted and made part of this chapter by reference with the following modifications:

- A. Chapter 1, Division II, Section R103.2 is deleted.
- B. Chapter 1, Division II, Section R105.2, Building 2 is hereby amended to read as follows:

Fences not over six (6) feet high, masonry concrete block walls under three (3) feet measured from top of footing, or combination masonry concrete block walls with wrought iron under three (3) feet measured from top of footing.

- C. Chapter 1, Division II, Section R105.2.3 is deleted.
- D. Chapter 1, Division II, Section R106.3.3 is deleted.
- E. Chapter 1, Division II, Section R112 is deleted.
- F. Chapter 3, Table R301.2(1) is revised to read:

TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

	WIN	D DESIGN		SUBJECT FI	TO DA ROM	MAGE					
GROUND SNOW LOAD	Speed d		SEISMIC DESIGN CATEGORY		Frost line Depth		WINTER DESIGN TEMP®	UNDERLAYMENT	FLOOD HAZARDS g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
Zero	85	No	D ₂ or E	Negligible	12"	Very Heavy	43	No	See Title 8	0	64

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

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a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R30I.2(4)].Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. Temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of all currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.

h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the I00-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at

www.ncdc.noaa.gov/fpsf.htrnl.-

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at

www.ncdc.noaa.gov/fpsf.html.

k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of

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the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

G. Chapter 4, Section R403.1.3 is modified by deleting the exception for masonry stem walls:

In Seismic Design Categories D_0 , D_1 and D_2 masonry stem walls without solid grout and vertical reinforcing are not permitted.

Exception: In detached one and two-family dwellings which are three stories or less in height and constructed with stud bearing walls, plain concrete footings without longitudinal reinforcement supporting walls and isolated plain concrete footings supporting columns or pedestals are permitted.

H. Chapter 4, Section R405.1 is modified to delete the exception as follows:

Exception: A drainage system is not required with the foundation is installed on well-drained ground or sand-gravel mixture soils according to the Unified Soil Classification System, Group 1 Soils, as detailed in Table R405.1-"

5.5 Chapter 8.24 of Title 8 of the City of Moreno Valley Municipal Code is hereby repealed and replaced in its entirety to read as follows:

"Chapter 8.24

California Plumbing Code

Sections

8.24.010 Adopted

8.24.010 Adopted

The California Plumbing Code, 2013 Edition, including the Appendices thereto, based on the 2012 Uniform Plumbing Code and installation standards incorporated therein, as published by the International Association of Plumbing and Mechanical Officials, is adopted and made part of this chapter by reference with the following modifications:

A. Chapter 1, Division II Section 103.3.4 is amended to read as follows

Expiration. Every permit issued under the provisions of this code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one-hundred and eighty (180) days from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a

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period of one-hundred and eighty (180) days. Before such work can be recommenced, a new permit must first be obtained.

A permittee holding an unexpired permit shall be permitted to apply for an extension of the time within which work may be commenced under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The City shall have the authority to extend the time for action by the permittee for a period not exceeding one –hundred and eighty (180) days upon written request by the permittee showing that circumstances beyond the control of said permittee have prevented action from being taken.

Expiration of Plan Review. Applications for which no permit is issued within one-hundred and eighty (180) days following the date of application shall expire by limitation, and plans and other data submitted for review shall by permitted to be returned to the applicant or destroyed by the City. The City shall be permitted to extend the time for action by the applicant for a period not to exceed one-hundred and eighty (180) days upon request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once.

B. Chapter 1, Division II Section 103.4 is deleted."

5.6 Chapter 8.26 of Title 8 of the City of Moreno Valley Municipal Code is hereby repealed and replaced in its entirety to read as follows:

"Chapter 8.26

California Electric Code

Sections

8.26.010 Adopted

8.26.010 Adopted

~ ...

The California Electric Code, 2013 Edition, based on the 2011 National Electric Code as published by the National Fire Protection Association, is adopted and made a part of this chapter by reference."

5.7 Chapter 8.36 of Title 8 of the City of Moreno Valley Municipal Code is hereby repealed and replaced in its entirety to read as follows:

"Chapter 8.36

International Fire Code

Sections	
8.36.010	Definitions
8.36.020	Adoption of the International Fire Code

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8.36.030 California Fire Code Administration & Definitions 8.36.040 **General Precautions Against Fire Emergency Planning and Preparedness** 8.36.050 8.36.060 **Fire Service Features Building Services and Systems** 8.36.070 8.36.080 Fire-Resistance-Rated Construction 8.36.090 Interior Finish, Decorative Materials and Furnishings 8.36.100 **Fire Protection Systems** 8.36.110 Means of Egress **Aviation Facilities** 8.36.120 8.36.130 Dry Cleaning **Combustible Dust-Producing Operations** 8.36.140 Fire Safety During Construction and Demolition 8.36.150 8.36.160 Flammable Finishes Fruit and Crop Ripening 8.36.170 8.36.180 Fumigation and Thermal Insecticidal Fogging Semiconductor Fabrication Facilities 8.36.190 8.36.200 Lumber Yards and Woodworking Facilities 8.36.210 Manufacture of Organic Coatings 8.36.220 Industrial Ovens Motor Fuel-Dispensing Facilities and Repair Garages 8.36.230 8.36.240 High Piled Combustible Storage 8.36.250 Tents and Other Membrane Structures Tire Rebuilding and Tire Storage 8.36.260 Welding and Other Hot Work 8.36.270 Hazardous Materials - General Provisions 8.36.280 8.36.290 Aerosols **Combustible Fibers** 8.36.300 8.36.310 **Compressed Gases** 8.36.320 **Corrosive Materials Cryogenic Fluids** 8.36.330 8.36.340 **Explosives and Fireworks** Flammable and Combustible Liquids 8.36.350 Flammable Gases and Flammable Cryogenic Fluids 8.36.360 8.36.370 Flammable Solids Highly Toxic and Toxic Materials 8.36.380 Liquefied Petroleum Gases 8.36.390 8.36.400 **Organic Peroxides** 8.36.410 Oxidizers, Oxidizing Gases and Oxidizing Cryogenic Fluids **Pyrophoric Materials** 8.36.420 Pyroxilin (Cellulose Nitrate) Plastics 8.36.430 Unstable (Reactive) Materials 8.36.440 Water-Reactive Solids and Liquids 8.36.450 8.36.460 Marinas 8.36.470 Construction Requirements for Existing Buildings

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8.36.480	Referenced Standards
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- 8.36.490 Motion Picture and Television Production Stages and Facilities
- 8.36.500 Requirements for Wildland-Urban Interface Fire Areas
- 8.36.510 Appendices
- 8.36.520 Designation of Fire Code
- 8.36.530 Severability

8.36.010 Definitions

The following definitions shall be added to the existing definition in the 2012 Edition of the International Fire code and the California Fire Code 2013 Edition:

"Corporation Counsel" shall mean the city attorney.

"NFPA" shall mean National Fire Protection Association.

"Municipality" shall mean the city of Moreno Valley.

8.36.020 Adoption of the International Fire Code

A. The city council of the city of Moreno Valley hereby adopts as amended, the 2012 Edition of the International Fire Code, California Fire Code 2013 Edition, California Code of Regulations Title 24 Part 9, Appendices Chapter 4, A, B, BB, C, CC, E, F, G, and H, the California Fire Code Standards and the body of code in its entirety, with the exception of appendix D, I, and J of the California Fire Code as compiled and adopted by the International Code Council.

8.36.030 California Fire Code Administration & Definitions

A. Section 101.4 of the California Fire Code is hereby amended to read as follows:

Section 101.4 Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance, it being expressly declared that this ordinance and each section, subsection, paragraph, sentence, clause and phrase thereof would have been adopted, irrespective of the fact that one or more other section, subsection, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

B. Section 103.2 of the California Fire Code is hereby amended to read as follows:

Section 103.2 Appointment. The fire code official shall be appointed by the chief appointing authority of the jurisdiction; and the fire code official shall not be removed from office without prior consultation with the Fire Chief regarding implementation, administration and enforcement of the provisions of this Code.

C. Section 103.4 of the California Fire Code is hereby amended to read as follows:

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Section 103.4 Liability. Any liability against the County of Riverside or any officer or employee shall be as provided for in California Government Code and case law.

Fire suppression, investigation and rescue or emergency medical costs are recoverable in accordance with California Health and Safety Code Sections 13009 and 13009.1.

Any person who negligently or intentionally, or in violation of law, causes an emergency response, including but not limited to, a traffic accident or spill of toxic or flammable fluids or chemicals, is liable for the costs of securing such emergency, including those costs set out in Government Code Section 53150, et seq. Any expense incurred by the fire department for securing such an emergency situation shall constitute a debt of such person and shall be collectable by the County of Riverside, or political subdivision thereof if incorporated, in the same manner as in the case of an obligation under contract, expressed or implied.

D. Section 104.1 of the California Fire Code is hereby amended at the end of existing paragraph to read as follows:

Section 104.1 Authority of the Fire Chief and the Fire Department. The chief is authorized to administer, interpret and enforce the California Fire Code. Under the chief's direction, the Riverside County Fire Department is authorized to enforce all ordinances of the County of Riverside pertaining to:

(1) The prevention of fires.

(2) The suppression or extinguishment of dangerous or hazardous fires.

(3) The storage, use and handling of hazardous materials.

(4) The installation and maintenance of automatic, manual

and other private fire alarm systems and fire extinguishing equipment.

(5) The maintenance and regulation of fire escapes.

(6) The maintenance of fire protection and the elimination of fire hazards on land and in buildings, structures and other property, including those under construction.

(7) The maintenance of means of egress.

(8) The investigation of the cause, origin and circumstance of fire and unauthorized releases of hazardous materials.

D. Section 104.1.1 of the California Fire Code is hereby added to read as follows:

Section 104.1.1 Authority of the Fire Chief. The chief is hereby given the authority to officially determine and publicly announce the closure of any hazardous fire area or portion thereof. However, any closure by the chief for a period of more than fifteen (15) days must be approved by the City Council within fifteen (15) days of the chief's original order of closure. No person shall go in or

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be upon any hazardous fire area, except upon the public roadways and inhabited areas therein during such time as the area is closed to entry. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section does not apply to any entry, in the course of duty by a peace officer or any other duly authorized public officer, member of any fire department, Riverside County Fire Department or member of the U.S. Forest Service or California Department of Forestry and Fire Protection nor does this section apply to National Forest Land in any respect. During periods of closure, the chief shall erect and maintain at all entrances to the closed area sufficient signs giving adequate notice of closure.

E. Section 104.3.2 of the California Fire Code is hereby added to read as follows:

Section 104.3.2 Fire Department Personnel and Peace Officers (1) The chief and his or her designees are authorized and directed to enforce all applicable State fire laws and the provisions of this code and he shall perform such related duties as may be fixed by the City Council, and for such purposes, he or she shall have the power of a peace officer.

(2) The chief is authorized to administer, interpret and enforce this code. Under the chief's direction, the fire department is authorized to enforce all ordinances of the jurisdiction pertaining to:

- (a) The prevention of fires,
- (b) The suppression or extinguishment of dangerous or hazardous fires,
- (c) The storage, use and handling of hazardous materials,
- (d) The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment,
- (e) The maintenance and regulation of fire escapes,
- (f) The maintenance of fire protection and the elimination of fire hazards on land and in buildings, structures and other property, including those under construction,
- (g) The maintenance of means of egress, and
- (h) The investigation of the cause, origin and circumstance of fire and unauthorized releases of hazardous materials.

(3) The following persons are hereby authorized to interpret and enforce the provisions of this Code (except as provided in Section 101.4) and to make arrests and issue citations as authorized by law:

1. The Unit Chief and peace officers and public officers of the California Department of Forestry and Fire Protection.

2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.

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3. The City Fire Marshal and members of the Moreno Valley Fire Prevention Bureau.

4. The Riverside County Sheriff and any Deputy Sheriff.

5. The Police Chief and any Police Officer of any city served by the County Fire department.

6. Officers of the California Highway Patrol.

7. Peace Officers of the California Department of Parks and Recreation.

8. The law enforcement officers of the Federal Bureau of Land management.

F. Section 105.6.14 of the California Fire Code is hereby amended to read as follows:

105.6.14 Explosives. An operating permit is required for the manufacture, storage, handling, sale or use of any quantity of explosive material, fireworks or pyrotechnic special effects. The determination of the Fire Chief with concurrence of Sheriff, or Chief of Police, shall be obtained and is final. The chief may impose conditions and procedures as to protect the public health and safety based upon the pyrotechnic or blasting operation. The chief, shall provide the pyrotechnic operator or blaster with the additional conditions or procedures in writing and the operator/blaster shall comply with them until the permit expires or the Sheriff is satisfied they are no longer required and cancels the additional requirements.

The blaster shall permit the chief or his designee, to inspect the pyrotechnic/blast site, blast materials, explosives or explosive storage magazines at any reasonable time.

G. The following definitions of Section 202 of the California Fire Code are hereby amended to read as follows:

Section 202 General Definitions

HAZARDOUS FIRE AREA is land other than state designated fire hazard severity zone (FHSZ) and/or local designated FHSZ which is covered with grass, brush, or dense vegetation, whether privately or publicly owned, which is so situated or is of such inaccessible location that a fire originating upon such land would present an abnormally difficult job of suppression or would result in great and unusual damage through fire or resulting erosion. Such areas are designated on the maps entitled "Hazardous Fire Areas of Moreno Valley" on file in the office of the city clerk and in the office of the fire chief.

SKY LANTERN. An airborne lantern typically made of paper, Mylar, or other lightweight material with a wood, plastic, or metal frame containing a candle, fuel cell, or other heat source that provides buoyancy.

8.36.040 General Requirements

Item No. H.1.1

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Chapter 3 General Requirements is adopted in its entirety with the following amendments:

A. Section 304.1.2 (7) Vegetation is hereby revised by adding Section "(E)" as follows:

(E) MVFD Vegetation Management Guideline.

B. Section 319 Fuel Modification Requirements for New Construction is hereby added as follows:

319 Fuel Modification Requirements for New Construction. All new buildings to be built or installed in areas containing combustible vegetation shall comply with the following:

- 1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official concurrent with the submittal for approval of any tentative map.
- 2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
- 3. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of the Moreno Valley Fire Department Vegetation Management Guideline.
- 4. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval by the fire code official.
- 5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

C. Section 320 Clearance of brush or vegetation growth from roadways is hereby added as follows:

320 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

D. Section 321 Unusual Circumstances is hereby added as follows:

321 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

- 1 Difficult terrain.
- 2 Danger of erosion.
- 3 Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
- 4 Stands or groves of trees or heritage trees.
- 5 Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.
- E. Section 322 Use of Equipment is hereby added as follows:

322 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated, in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 321.1 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exception:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.

2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

F. Section 322.1 Spark Arrestors is hereby added as follows:

322.1 Spark arrestors. Spark arrestors shall comply with the following:

1. A spark arrester is a device constructed of nonflammable material specifically for the purpose of removing and retaining carbon and other flammable particles over 0.0232 of an inch (0.58 mm) in size from the exhaust flow of an internal combustion engine that uses hydrocarbon fuels or which is qualified and rated by the United States Forest Service.

2. Spark arresters affixed to the exhaust system of engines or vehicles subject to Section 321 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

G. Section 323 Restricted Entry is hereby added as follows:

323 Restricted Entry. The fire chief shall determine and publicly announce when hazardous fire areas shall be closed to entry and when such areas shall again be opened to entry. Entry on and occupation of hazardous fire areas, except public roadways, inhabited areas or established trails and camp sites which have not been closed during such time when the hazardous fire area is closed to entry, is prohibited.

Exception:

1. Residents and owners of private property within hazardous fire areas and their invitees and guests going to or being upon their lands.

2. Entry, in the course of duty, by peace or police officers, and other duly authorized public officers, members of a fire department and members of the United States Forest Service.

H. Section 324 Trespassing on posted property is hereby added as follows:

324 Trespassing on posted property. When the fire chief determines that a specific area within a hazardous fire area presents an exceptional and continuing fire danger because of the density of natural growth, difficulty of terrain, proximity to structures or accessibility to the public, such areas shall be closed until changed conditions warrant termination of closure. Such areas shall be posted as hereinafter provided.

- 1. Signs. Approved signs prohibiting entry by unauthorized persons and referring to applicable fire code chapters shall be placed on every closed area.
- 2. Trespassing. Entering and remaining within areas closed and posted is prohibited.

Exception: Owners and occupiers of private or public property within closed and posted areas, their guests or invitees, and local, state and federal public officers and their authorized agents acting in the course of duty.

I. Section 325 Sky Lanterns or similar devices is hereby added as follows:

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325 Sky Lanterns or similar devices. The ignition and/or launching of a Sky Lantern or similar device is prohibited.

Exception: Upon approval of the fire code official, sky lanterns may be used as necessary for religious or cultural ceremonies providing that adequate safeguards have been taken as approved by the fire code official. Sky Lanterns must be tethered in a safe manner to prevent them from leaving the area and must be constantly attended until extinguished.

J. Section 326 Outdoor fires is hereby added as follows:

326 Outdoor fires. Outdoor fires shall not be built, ignited or maintained in or upon hazardous fire areas, except by permit from the fire code official.

Exception: Outdoor fires within habited premises or designated campsites where such fires are built in a permanent barbecue, portable barbecue, outdoor fireplace, incinerator or grill and are a minimum of 30 feet (9144 mm) from a grass, grain, brush, or forest-covered area. Permanent barbecues, portable barbecues, outdoor fireplaces or grills shall not be used for the disposal of rubbish, trash or combustible waste material.

8.36.050 Emergency Planning and Preparedness

Chapter 4: Emergency Planning and Preparedness Adopt only the Sections listed below:

- 1. 401
- 2. 401.3.4
- 3. 401.9
- 4. 402
- 5. 403
- 6. 404.6 404.76
- 7. 407
- 8. 408.3.1 408.3.2
- 9. 408.12 408.12.3

8.36.060 Fire Service Feature

Chapter 5 Fire Service Features is adopted in its entirety with the following amendments:

A. The following definitions of Section 502.1 of the California Fire Code are hereby amended to read as follows:

FIRE APPARATUS ACCESS ROAD. A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term

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inclusive of all other terms such as public street, private street, parking lot lane and access roadway.

FIRE LANE. A road or other passageway developed to allow the passage of fire apparatus. A fire lane is not necessarily intended for vehicular traffic other than fire apparatus. A fire lane shall be distinguished from a fire apparatus access road in that a fire lane shall be the road or passage that is located directly adjacent to the exterior walls and main entrance of the building.

B. Section 503.1 of the California Fire Code is hereby amended to read as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Section 503.1.1 through 503.1.3. The fire chief or his/her designee shall be the only authority authorized to designate fire lanes.

C. Section 503.1.1 of the California Fire Code is hereby amended to read as follows:

503.1.1 Exception. Remove item #3 from the Exception clause.

D. Section 503.1.4 of the California Fire Code is hereby added to read as follows:

503.1.4 Other obstructions to access. When other obstructions are installed that cause the distances from an approved fire department access road or exceed the maximum distance allowed in Section 503, the fire chief or his/her designee is authorized to require additional fire protection as specified in Section 901.4.3.

E. Section 503.2.1 of the California Fire Code is hereby amended to read as follows:

503.2.1 Fire Lane Dimensions. Fire lanes shall have an unobstructed width of not less than 24 feet when the height of a building does not exceed 35 feet. Buildings with heights in excess of 35 feet will require an unobstructed fire lane to be at least 30 feet in width. All roof height dimensions shall be measured on a vertical plane from the lowest level of vehicular access to the highest point of the roofs edge, or to the top of the parapet, whichever is higher.

F. Section 503.2.2 of the California Fire Code is hereby amended to read as follows:

503.2.2 Authority. The fire code official shall have the authority to modify the minimum fire lane access widths where they are inadequate for fire or rescue operations, or otherwise modify the conditions when the minimum fire lane access widths are not practical. The fire code official is authorized to approve alternate, methods, and materials as means of mitigating practical difficulties and require additional fire protection where applicable as specified in Section 901.4.4.

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G. Section 503.2.7 of the California Fire Code is hereby amended to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be within the limits established by the fire chief or his/her designee based on the fire department's apparatus, however, no grade will exceed twelve (12) percent. Grade transitions shall not exceed Moreno Valley Fire Department apparatus maximum approach and departure angles as determined by the fire chief or his/her designee.

H. Section 503.3 of the California Fire Code is hereby amended to add the following information at the end of the first paragraph:

503.3 Marking Fire apparatus access lanes and roads shall be identified by curbs painted red on both the top and face along the entire length of the fire apparatus access road. Where no curb exists or a rolled curb is installed, a six (6) inch wide red strip or approved posted signs applied the full length of the fire apparatus access road shall be installed.

Exception: On school grounds to be implemented as approved by the fire chief or his/her designee.

I. Section 505.1 Address Identification is amended to read as follows:

505.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm) for R-3 occupancies, for all other occupancies the numbers shall be a minimum of 6 inches high with a minimum stroke width of 1 inch. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

J. Section 507.1 of the California Fire Code is hereby amended to add the following information at the end of the first paragraph:

507.1 Required water supply An approved permanent water supply capable of supplying the required fire flow for fire protection, shall be provided by the developer prior to the commencement of construction to all premises upon which buildings or portion of buildings are hereafter constructed or moved into or within the jurisdiction. Water supplies for fire protection and hydrants shall be in accordance with Appendix B and C.

K. Section 507.2.1 of the California Fire Code is hereby amended to read as follows:

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507.2.1 Private fire service mains. Private fire service mains and appurtenances shall be installed in accordance with NFPA 24, and the applicable provisions of NFPA 13, Chapter 10.

L. Section 507.5.7 is hereby added to the California Fire Code:

507.5.7 Fire hydrant size and outlets. Fire hydrant size and outlets shall be required as determined by the fire code official

1. Residential Standard – one (1) four (4) inch outlet, and one (1) two and one half $(2\frac{1}{2})$ inch outlet.

2. Super Hydrant Standard – one (1) four (4) inch outlet, and two (2) two and one half (2 $\frac{1}{2}$) inch outlet.

3. Super Hydrant Enhanced - two (2) four (4) inch outlet, and one (1) two and one half (2 $\frac{1}{2}$) inch outlet.

M. Section 508.1 of the California Fire Code is hereby amended to read as follows:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, buildings greater than 300,000 square feet in area, and Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and shall comply with Sections 508.1. through 508.1.5.

N. Section 508.1.1 of the California Fire Code is hereby amended to read as follows:

508.1.1 Location and access The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access

O. Section 508.1.2 of the California Fire Code is hereby amended to read as follows:

508.1.2 Separation The fire command center shall be separated from the remainder of the building by not less than a two (2) hour fire barrier constructed and in accordance with Section 707 of the California Building Code, or horizontal assembly constructed in accordance with section 712 of the California Building Code, or both.

P. Section 508.1.3 of the California Fire Code is hereby amended to read as follows:

508.1.3 Size The fire command center shall be a minimum of 200 square feet (19m2) in area with a minimum dimension of 10 feet (3048 mm)

Exception:

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When solely required due to building area greater than 300,000 square feet, the fire command center shall be a minimum of 96 square feet (9 m2) with a minimum dimension of 8 feet (2438 mm)

Q. Section 508.1.5 of the California Fire Code is hereby amended to read as follows:

508.1.5 Required features. The fire command center shall comply with NFPA 72 and shall contain the following features:

Exception:

When solely required due to building area greater than 300,000 square feet, the fire command center shall comply with NFPA 72 and contain features 3, 5, 8, 10, 12, 13 & 14. All other features shall be provided only when the building contains the respective system.

R. Section 508.1.6 is hereby added to the California Fire Code:

508.1.6 Fire command center identification. The fire command center shall be identified by permanent easily visible sign stating "Fire Dept. Command Center", located on the door to the fire command center.

S. Section 510.1 Emergency responder radio coverage is hereby amended as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency responder radio coverage system shall comply with one of the following:

- 1. An emergency radio system installed in accordance with the local authority having jurisdiction's ordinance.
- 2. An emergency radio coverage system installed in accordance with Riverside County Fire Department's Emergency Responder Digital Radio Guideline.

Exceptions:

1. Where it is determined by the fire code official that the radio coverage system is not needed.

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2. In facilities where emergency responder radio coverage is required and such systems, components or equipment could have a negative impact on normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.

Sections 510.2; 510.3; 510.4; 510.5; 510.6 are hereby deleted without replacement:

8.36.070 Building Services and Systems

Chapter 6 Building Services and Systems is adopted in its entirety with the following amendments

A. Section 606.10.1.2 Manual Operation is hereby amended to read as follows:

606.10.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room, in a secure metal box or equivalent and marked as Emergency Controls.

B. Section 609.2 of the California Fire Code is hereby amended to read as follows:

609.2 Where required A Type 1 hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposed that produce grease laden vapors.

Exception: Fire stations where the use of the commercial appliance is by station personnel and not for the intention of a commercial cooking facility as defined by the California Mechanical Code.

8.36.080 Fire-Resistance-Rated Construction

Chapter 7 Fire-Resistance-Rated Construction is hereby adopted in its entirety without amendments.

8.36.090 Interior Finish, Decorative Materials and Furnishings

Chapter 8 Interior Finish, Decorative Materials and Furnishings is hereby adopted in its entirety without amendments.

8.36.100 Fire Protection Systems

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Chapter 9 Fire Protection Systems is adopted in its entirety with the following amendments

A. Section 901.3.1 is hereby added to the California Fire Code:

901.3.1 Modifications. No person shall remove or modify any fire protection system installed or maintained under the provisions of the California Fire Code without approval by the fire marshal and the building official.

B. Section 901.6 of the California Fire Code is hereby amended to read as follows:

901.6 Inspection, testing and maintenance. Fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. It shall be the responsibility of the owner to ensure that these requirements are met. Non required fire protection systems and equipment shall be inspected, tested and maintained or removed. Prior to the removal of any fire protection system approval shall be obtained from the fire marshal or building official.

C. Section 903.2.11.1.1 of the California Fire Code is hereby amended to read as follows:

903.2.11.1.1 Opening dimension and access. Openings shall have a minimum dimension of not less than 36 inches (762 mm). Such openings shall be accessible to the fire department from the exterior and shall not be obstructed in a manner that the fire fighter or rescue cannot be accomplished from the exterior.

D. Section 903.2 of the California Fire Code is hereby amended as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists

 New buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.12, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 3,600 square feet (465 m²) as defined in Section 202, regardless of fire areas or allowable area. Where the California Fire Code is requiring more restrictive requirements in Sections 903.2.1, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.5, 903.2.5.2, 903.2.6, 903.2.7, 903.2.8, 903.2.9, 903.2.10, 903.2.11.6, 903.2.16, 903.2.18, the more restrictive requirement shall take precedence.

Exception: Group R-3 occupancies. Group R-3 occupancies shall comply with Section 903.2.8.

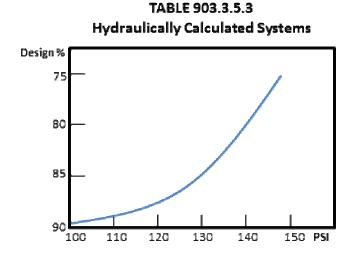
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- 2. Existing Buildings: Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:
 - When an addition is 33% or more of the existing building area, and the resulting building area exceeds 3,600 square feet (465 m²) as defined in Section 202; or
 - b. When an addition exceeds 1500 square feet (186 m²) and the resulting building area exceeds 3,600 square feet (465 m²) as defined in Section 202.

E. Section 903.3.5.3 of the California Fire Code is hereby amended to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and required by the Fire Code Official, the fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3



F. Section 903.4 of the California Fire Code is hereby amended to read as follows:

903.4 Sprinkler system supervision and alarms. All valves controlling the water supply for automatic sprinkler systems, fire pumps, booster pumps, water

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supply tanks, water levels and temperatures, critical air pressures, and water-flow switches on all sprinkler systems shall be electrically supervised in accordance with NFPA 72, regardless of the number of sprinklers in 13 and 13R systems.

Exception:

- 1. Automatic sprinkler systems protecting one- and two-family dwellings.
- 2. Limited area systems serving fewer than 20 sprinklers.
- 3. Jockey pump control valves that are sealed or locked in the open position.
- 4. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
- 5. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.
- F. Section 907.3.1 of the California Fire Code is hereby amended as follows:

907.3.1 Duct smoke detectors. Smoke detectors installed in ducts shall be listed for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be connected to the building's fire alarm control unit when a fire alarm system is installed. Activation of a duct smoke detector shall initiate a visible and audible supervisory signal at a constantly attended location and shall perform the intended fire safety function in accordance with this code and the California Mechanical Code. Duct smoke detectors shall not be used as a substitute for required open area detection.

Exception:

1. In occupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an approved location. Smoke detector trouble conditions shall activate a visible or audible signal in an approved location and shall be identified as air duct detector trouble.

G. Section 912.2.1 of the California Fire Code is hereby amended to read as follows:

912.2.1 Visible locations. Fire department connections shall be located on the front access side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the fire

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chief or his/her designee. The location of fire department connections shall be approved and installed as follows:

1. Within 40 feet of an approved roadway or driveway and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects including buildings, fences, posts, plantings, or other fire department connections or otherwise approved by the fire chief or his/her designee.

2. Within 50 feet of an approved hydrant.

3. So that the inlet height shall not be less than 18 inches or more than 48 inches above grade.

4. Guard posts or other approved means shall be required to protect fire department inlet connections from vehicular damage.

L. Section 914.5 of the California Fire Code is hereby amended to read as follows:

914.5 Underground and windowless buildings. Underground buildings shall comply with sections 914.5.1 through 914.5.5 and windowless buildings with a total floor area that exceeds 5000 square feet shall comply with Section 914.5.2 through 914.5.5.

Exception: This section shall not apply to one and two-family residential dwellings.

8.36.110 Means of Egress

Chapter 10 Means of Egress is adopted in its entirety without amendments

8.36.120 Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings Adopt only those Sections and Subsections listed below:

- 1. 1103.7
- 2. 1103.7.3
- 3. 1103.7.3.1
- 4. 11.3.7.8 1103.7.8.2
- 5. 1103.7.9 1103.7.9.10
- 6. 1103.8 1103.8.5.3
- 7. 1106

8.36.130 Aviation Facilities

Chapter 20 Aviation Facilities is adopted in its entirety without amendments

8.36.140 Dry Cleaning

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Chapter 21 Dry Cleaning is adopted in its entirety without amendments.

8.36.150 Combustible Dust – Producing Operations

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety without amendments.

8.36.160 Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety without amendments.

8.36.170 Flammable Finishes

Chapter 24 Flammable Finishes is adopted in its entirety without amendments.

8.36.180 Fruit and Crop Ripening

Chapter 25 Fruit and Crop Ripening is adopted in its entirety without amendments.

8.36.190 Fumigation and Insecticidal Fogging

Chapter 26 Fumigation and Insecticidal Fogging is adopted in its entirety without amendments.

8.36.200 Semiconductor Fabrication Facilities

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety without amendments

8.36.210 Lumber Yards and Woodworking Facilities

Chapter 28 Lumber Yards and Woodworking Facilities is adopted in its entirety without amendments:

8.36.220 Manufacture of Organic Coatings

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety without amendments.

8.36.230 Industrial Ovens

Chapter 30 Industrial Ovens is adopted in its entirety without amendments.

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8.36.240 Tents, and Other Membrane Structures

Chapter 31 Tents and Other Membrane Structures is adopted in its entirety without amendments.

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8.36.250 High – Piled Combustible Storage

Chapter 32 High-Piled Combustible Storage is adopted in its entirety without amendments.

8.36.260 Fire Safety During Construction and Demolition

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety without amendments.

8.36.270 Tire Rebuilding & Tire Storage

Chapter 34 Tire Rebuilding & Tire Storage is adopted in its entirety without amendments.

8.36.280 Welding and Other Hot Work

Chapter 35 Welding and Other Hot Work is adopted in its entirety without amendments.

8.36.290 Marinas

Chapter 36 Marinas is adopted in its entirety without amendments.

8.36.300 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities, and Production Locations

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities, and Production Locations is adopted in its entirety without amendments.

8.36.310 Requirements for Wildland-Urban Interface Fire Areas

Chapter 49 Requirements for Wildland-Urban Interface Fire Areas is adopted in its entirety with the following amendments:

A. **Section 4906.3 Vegetation** is hereby revised by adding Section "(5)" as follows:

(5) MVFD Vegetation Management Guideline.

B. Section 4908 Fuel Modification Requirements for New Construction is hereby added as follows:

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4908 Fuel Modification Requirements for New Construction. All new buildings to be built or installed in hazardous fire areas shall comply with the following:

- 1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official concurrent with the submittal for approval of any tentative map.
- 2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
- 3. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of the Moreno Valley Fire Department Vegetation Management Guidelines.
- 4. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approved by the fire code official.
- 5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

8.36.320 Hazardous Materials – General Provisions

Chapter 50 Hazardous Materials – General Provisions is adopted in it's entirely with the following amendments.

8.36.330 Aerosols

Chapter 51 Aerosols is adopted in its entirety without amendments.

8.36.340 Combustible Fibers

Chapter 52 Combustible Fibers is adopted in its entirety without amendments.

8.36.350 Compressed Gases

Chapter 53 Compressed Gases is adopted in its entirety without amendments.

8.36.360 Corrosive Materials

Chapter 54 Corrosive Materials is adopted in its entirety without amendments.

8.36.370 Cryogenic Fluids

Chapter 55 Cryogenic Fluids is adopted in its entirety without amendments.

8.36.380 Explosives and Fireworks

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Chapter 56 Explosives and Fireworks. California Fire Code Chapter 33 is adopted in its entirety with the following amendments.

A. Section 5601.2 Retail Fireworks is hereby added as follows:

5601.2 Retail Fireworks. The storage, use, sale, possession, and handling of fireworks 1.4G (commonly referred to as Safe & Sane) and fireworks 1.3G is prohibited.

Exception – Fireworks 1.4G and fireworks 1.3G may be part of an electrically fired public display when permitted and conducted by a licensed pyrotechnic operator

B. Section 5601.3 Seizure of Fireworks is hereby added as follows:

5601.3 Seizure of Fireworks. The fire chief shall have the authority to seize, take, remove all fireworks stored, sold, offered for sale, used or handled in violation of the provisions of Title 19 CCR, Chapter 6. Any seizure or removal pursuant to this section shall be in compliance with all applicable statutory, constitutional, and decisional law.

C. Section 5608.1 General is hereby amended as follows:

5608.1 GENERAL. Outdoor fireworks displays, use of pyrotechnics before proximity audience and pyrotechnic special effects in theatrical, and group entertainment productions, shall comply with California Code of Regulations, Title 19, Division 1, Chapter 6 – Fireworks, the Moreno Valley Fire Department Guideline for Public Fireworks Displays, and with the conditions of the permit as approved by the fire code official.

D. Section 5609 Explosives and Blasting is hereby added as follows:

5609 Explosives and Blasting. Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported or disposed of within wildland-urban interface areas, or hazardous fire areas except by permit from the fire code official.

8.36.390 Flammable and Combustible Liquids

Chapter 57 Flammable and Combustible Liquids is adopted in its entirety without amendments.

8.36.400 Flammable Gases and Flammable Cryogenic Fluids

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids is adopted in its entirety without amendments.

8.36.410 Flammable Solids

Chapter 59 Flammable Solids is adopted in its entirety without amendments.

8.36.420 Highly Toxic and Toxic Materials

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety without amendments.

8.36.430 Liquefied Petroleum Gases

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety without amendments.

8.36.440 Organic Peroxides

Chapter 62 Organic Peroxides is adopted in its entirety without amendments.

8.36.450 Oxidizers, Oxidizing Gases and Oxidizing Cryogenic Fluids

Chapter 63 Oxidizers, Oxidizing Gases and Oxidizing Cryogenic Fluids is adopted in its entirety without amendments.

8.36.460 Pyrophoric Materials

Chapter 64 Pyrophoric Materials is adopted in its entirety without amendments.

8.36.470 Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety without amendments.

8.36.480 Unstable (Reactive) Materials

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety without amendments.

8.36.490 Water-Reactive Solids and Liquids

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety without amendments.

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8.36.500 Referenced Standards

Chapter 80 Referenced Standards is adopted in its entirety without the amendments:

8.36.510 Appendices

Appendix 4, A, B, BB, C, CC, E, F, G, H are adopted in their entirety without amendment.

8.36.520 Designation of Fire Code

The provisions of this Chapter, together with the provisions of Chapter 8.38 of this Title may be known collectively as "The Fire Code of the City of Moreno Valley"."

SECTION 6. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the meaning portions of this chapter or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsection, subdivision, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 7. 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 8. EFFECTIVE DATE:

This ordinance shall take effect on January 1, 2014.

APPROVED AND ADOPTED this _____ day of _____, 2013.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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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. 871 had its first reading on November 12, 2013 and had its second reading on November 26, 2013, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of November, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

38 Ordinance No. 871 Date Adopted: November 26, 2013