

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

June 11, 2013

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
Teleconference: 40 P Lovina
Pasay City, Metro Manila, Philippines

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.

Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Council Member

Tom Owings, Mayor

Richard A. Stewart, Council Member
Victoria Baca, Council Member

**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
JUNE 11, 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 Eddie Ogwo - Heartbeat of God Assembly

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.

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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 MAY 28, 2013 (Report of: City Clerk's Department)

Recommendations

1. Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

A.4 APPROVE RESOLUTION NO. 2013-36 ADOPTING A 10-YEAR RESOURCE PLAN FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

Recommendations

1. Approve Resolution No. 2013-36 adopting a 10-Year Resource Plan for Moreno Valley Utility.

Resolution No. 2013-36

A Resolution of the City Council of the City of Moreno Valley, California, Adopting a 10-Year Resource Plan for Moreno Valley Utility

2. Authorize the Electric Utility Division Manager to execute power purchase agreements with terms of 12 months or less with concurrence from the Public Works Director/City Engineer.

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3. Authorize the City Manager to execute power purchase agreements with terms greater than 12 months and less than or equal to 5 years.
4. Power purchase agreements greater than 5 years shall require City Council approval.
5. Contracts associated with City ownership of generation assets or assumption of debt in support of generation projects or power purchase agreements shall require City Council approval.
6. Any procurement of energy products that is inconsistent with or not addressed in the adopted Resource Plan shall require City Council approval.

- A.5 APPROVE RESOLUTION NO. 2013-37 ADOPTING A RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN PURSUANT TO CALIFORNIA SENATE BILL 2-1X (SB2-1X).
(Report of: Public Works Department)

Recommendation:

1. Approve Resolution No. 2013-37 adopting a Renewable Energy Resources Procurement Plan pursuant to California Senate Bill 2-1X.

Resolution No. 2013-37

A Resolution of the City Council of the City of Moreno Valley, California, Adopting a Renewable Energy Resources Procurement Plan Pursuant to California Senate Bill 2-1x

- A.6 MORENO VALLEY ELECTRIC UTILITY (MVU) SOLAR INCENTIVE PROGRAM 2013/14 UPDATES
(Report of: Public Works Department)

Recommendation:

1. Approve Moreno Valley Electric Utility (MVU) Solar Incentive Program 2013/14 updates.

- A.7 AUTHORIZE THE CITY OF MORENO VALLEY TO GRANT SOUTHERN CALIFORNIA EDISON COMPANY AN EASEMENT OVER A PORTION OF REAL PROPERTY NEAR THE SOUTHWEST CORNER OF DELCRESTA DRIVE AND HIDDEN SPRINGS DRIVE (APN: 260-384-003)
(Report of: Public Works Department)

Recommendations

1. Authorize the Mayor to execute the Grant of Easement for a

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permanent easement over a portion of real property located near the southwest corner of Delcresta Drive and Hidden Springs Drive (APN: 260-384-003) from the City of Moreno Valley to the Southern California Edison Company (SCE) and sign the SCE Purchase Offer.

2. Direct the City Clerk to forward the executed Grant of Easement and signed SCE Purchase Offer to Capital Projects for further processing and recordation.

A.8 AUTHORIZE EXECUTION OF QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE INTEREST IN FOUR STORM DRAIN EASEMENTS FOR MORENO MDP LINE J AND LINE J-9 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER THE COOPERATIVE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.

(Report of: Public Works Department)

Recommendations

1. Authorize the Mayor to execute the Quitclaim Deeds transferring all rights, title and interest in and to four storm drain easements for Moreno MDP Line J and J-9 per Easement Deeds recorded as Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584 in the Official Records of Riverside County, California.
2. Direct the City Clerk to forward the four signed Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

A.9 PARCEL MAP 35150 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF SAN MICHELE ROAD, INDIAN STREET, NANDINA AVENUE AND HEACOCK STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

(Report of: Community & Economic Development Department)

Recommendations

1. Adopt the proposed Resolution No. 2013-39 authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system.

Resolution No. 2013-39

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Parcel Map 35150 and Accepting the Portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street Associated With the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 60 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.10 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED - ECONOMIC DEVELOPMENT RATE FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendations

1. Approve Resolution No. 2013-46 amending Electric Rate Schedule ED – Economic Development Rate for Moreno Valley Utility.

Resolution No. 2013-46

A Resolution of the City Council of the City of Moreno Valley, California, to Amend Electric Rate Schedule Ed – Economic Development Rate and Associated Agreement for Moreno Valley Utility

2. Authorize the City Manager to execute, on behalf of the City Council, the amended Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- B.2 MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

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B.3 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-1/10 FOR ZONE D (STANDARD SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Amended Agreement (“Third Extension Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D (Parkway Landscape Maintenance Services) for areas receiving standard level landscape maintenance services.
2. Authorize the City Manager to execute the Third Extension Agreement for DSG-1/10 with TruGreen Landcare.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amount of \$77,895.41 (\$62,695.41 for base services and \$15,200.00 for additional work services).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.4 FIRST EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-2/12-13 ZONE D (REDUCED SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Amended Agreement (“Second Extension Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, with Mariposa Landscape, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D (Parkway Landscape Maintenance Services) for areas receiving reduced landscape maintenance services.
2. Authorize the City Manager to execute the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscape, Inc. in the not-to-exceed (NTE)

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amount of \$177,263.27 (\$157,263.27 for base services and \$20,000.00 for additional work services).

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.5 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-1/11 TOWNGATE MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement (“Second Extension Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. E-1/11, with Marina Landscape, Inc. 1900 S. Lewis Street, Anaheim, CA 92805 for E-1 (Towngate) and E-1A (Renaissance Park) areas.
2. Authorize the City Manager to execute the Second Extension Agreement for E-1/11 with Marina Landscape, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Marina Landscape, Inc. in the not-to-exceed (NTE) amount of \$68,800.08 (\$59,322.96 for Zone E-1 and \$9,477.12 for Zone E-1A) for base services and \$15,750.00 (\$13,500.00 for Zone E-1 and \$2,250.00 for Zone E-1A) for additional work services.
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.6 FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. E-3/11-12 MORENO VALLEY RANCH – WEST/LASSELLE POWERLINE PARKWAY - MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION (Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Agreement (“First Extension Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, with Merchants Landscape Services, Inc. 1510 S. Lyon Street, Santa Ana, CA 92705 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.

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2. Authorize the City Manager to execute the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc., in the not-to-exceed (NTE) amount of \$158,306.32; including \$137,206.30 (\$130,047.36 for Zone E-3 and \$7,158.96 for Zone E-3A) for base services and \$21,100.00 (\$19,100.00 for Zone E-3 and \$2,000.00 for Zone E-3A) for additional work services.
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.7 SECOND EXTENSION OF THE AMENDED AGREEMENT – PROJECT NO. E-4/11 MORENO VALLEY RANCH–EAST / DAYBREAK – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Amended Agreement (“Second Extension Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.
2. Authorize the City Manager to execute the Second Extension Agreement for E-4/11 with TruGreen Landcare.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of \$119,625.32; including \$101,350.30 (\$95,770.32 for Zone E-4 and \$5,580.00 for Zone E-4A) for base services and \$18,275.00 (\$17,000.00 for Zone E-4 and \$1,275.00 for Zone E-4A) for additional work services.
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.8 SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-81415/11 PROMONTORY PARK/MAHOGANY FIELDS/CELEBRATION -

MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Second Extension of the Agreement (“Second Extension Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. E-81415/11, with Merchants Landscape Services, Inc., 1510 S. Lyon Street, Santa Ana, CA 92705 for Zone E-8 (Promontory Park), Zone E-12 (Stoneridge Ranch), Zone E-14 (Mahogany Fields), and Zone E-15 (Celebration) areas.
2. Authorize the City Manager to execute the Second Extension Agreement for E-81415/11 with Merchants Landscape Services, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc. in the not-to-exceed (NTE) amount of \$81,194.64 (\$14,710.44 for Zone E-8, \$16,779.00 for Zone E-12, \$36,546.72 for Zone E-14 and \$13,158.48 for Zone E-15) for base services and \$28,650.00 (\$8,250.00 for Zone E-8, \$6,600.00 for Zone E-12, \$7,300.00 for Zone E-14, and \$6,500.00 for Zone E-15) for additional work services.
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.9 FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. M/12-13
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING
AND IRRIGATION
(Report of: Financial & Management Services Department)

Recommendations

1. Approve the First Extension of the Amended Agreement (“First Extension Agreement”) for Maintenance of the Median-Monument-Parkway Landscaping and Irrigation for Project No. M/12-13, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for maintenance of the landscaped medians associated with Zone M (Medians) and medians and designated parkway areas of Zone S (Sunnymead Boulevard).
2. Authorize the City Manager to execute the First Extension Agreement for M/12-13 with TruGreen Landcare.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amounts

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of \$79,568.64 (\$68,592.72 for Zone M and \$10,975.92 for Zone S) for base services and \$11,800.00 (\$10,200.00 for Zone M and \$1,600.00 for Zone S) for additional work.

4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

B.10 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. BDEMS/10 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES WITHIN LANDSCAPED CSD MAINTAINED PARKWAYS AND MEDIANS (Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement (“Third Extension Agreement”) for BDEMS/10 with E. R. Block Plumbing, Inc., 10910 Hole Avenue, Riverside, CA 92505 to provide backflow testing, repair, and replacement of backflow devices throughout each of the CSD maintained landscaped areas and water quality basins.
2. Authorize the City Manager to execute the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to E. R. Block Plumbing, Inc. in the not-to-exceed (NTE) amount of \$37,500.00 (\$4,800.00 for base testing services and \$32,700.00 for additional work services).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.11 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-7/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION (Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement (“Third Extension Agreement”) for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-7/10, with Excel Landscape, Inc., 710 Rimpau Avenue, Suite 108, Corona, CA 92879 for E-7 (Centerpointe) landscaped area.

2. Authorize the City Manager to execute the Third Extension Agreement for E-7/10 with Excel Landscape, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not-to-exceed (NTE) amount of \$39,296.04 (\$33,326.04 for base services and \$5,970.00 for additional work services).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

B.12 THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-16/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

(Report of: Financial & Management Services Department)

Recommendations

1. Approve the Third Extension of the Agreement (“Third Extension Agreement”) for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-16/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for the E-16 (Shadow Mountain) landscaped area.
2. Authorize the City Manager to execute the Third Extension Agreement for E-16/10 with TruGreen Landcare.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of \$37,040.00 (\$29,820.00 for base services and \$7,220.00 for additional work services).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) 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 MAY 28, 2013 (Report of: City Clerk's Department)

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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 MAY 28, 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 STAFF REPORT TO CONSIDER RECOMMENDED RESOLUTIONS APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES PROPOSED FOR FISCAL YEAR 2013/14 (Report of: Financial & Management Services Department)

Recommendations That the CSD:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") conduct a Public Hearing to consider the continuance of current Moreno Valley Community Services District annual parcel taxes and charges proposed for FY 2013-14 and to approve and adopt the proposed resolutions as follows:

Resolution No. CSD 2013-02 to approve the calculation of the Zone A parcel tax.

Resolution No. CSD 2013-02

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Tax for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2013/2014

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2. Resolution No. CSD 2013-03 to approve the calculation of the Zone B parcel charges.

Resolution No. CSD 2013-03

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone B (Residential Street Lighting) Services During Fiscal Year 2013/2014

3. Resolution No. CSD 2013-04 to approve the calculation of the Zone C parcel tax.

Resolution No. CSD 2013-04

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Tax for Providing Zone C (Arterial Street Lighting and Intersection Lighting) Services During Fiscal Year 2013/2014

4. Resolution No. CSD 2013-05 to approve the calculation of the Zone D parcel charges.

Resolution No. CSD 2013-05

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2013/2014

5. Resolution No. CSD 2013-06 to approve the calculation of the Zone E parcel charges.

Resolution No. CSD 2013-06

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2013/2014

6. Resolution No. CSD 2013-07 to approve the calculation of the Zone E-1A parcel charges.

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Resolution No. CSD 2013-07

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone E-1A (Renaissance Park – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2013/2014

7. Resolution No. CSD 2013-08 to approve the calculation of the Zone E-3A parcel charges.

Resolution No. CSD 2013-08

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) Services During Fiscal Year 2013/2014

8. Resolution No. CSD 2013-09 to approve the calculation of the Zone E-4A parcel charges.

Resolution No. CSD 2012-09

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone E-4A (Daybreak Development – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2013/2014

9. Resolution No. CSD 2013-10 to approve the calculation of the Zone M parcel charges.

Resolution No. CSD 2013-10

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2013/2014

10. Resolution No. CSD 2013-11 to approve the calculation of the Zone S

parcel charges.

Resolution No. CSD 2013-11

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Maximum Parcel Charge for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2013/2014

- E.2 PUBLIC MEETING AND PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2013/2014 ANNUAL RATES
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Meeting and public Hearing to consider all objections or protests of the “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” as provided in the Public Notice.
2. Adopt “Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll.”

Resolution No. 2013-38

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

- E.3 A PUBLIC HEARING FOR THE BOULDER RIDGE FAMILY APARTMENTS (PA13-0006), A 141 UNIT AFFORDABLE APARTMENT PROJECT ON APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET. THE PROJECT INCLUDES A ZONE CHANGE (PA13-0007) AND GENERAL PLAN AMENDMENT (PA13-0008) FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE,

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AND A VARIANCE (P13-029) TO REDUCE THE COVERED PARKING REQUIREMENT FOR 3-BEDROOM APARTMENTS. THE APPLICANT IS RANCHO BELAGO DEVELOPERS, INC.

(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a public hearing for PA13-0008 (General Plan Amendment), PA13-0007 (Zone Change), P13-029 (Variance) and PA13-0006 (Plot Plan) and subsequent to the public hearing.
2. APPROVE Resolution No. 2013-40 APPROVING PA13-0008 (General Plan Amendment), based on the findings contained in this resolution, and as shown on Exhibit A.

Resolution No. 2013-40

A Resolution of the City Council of the City of Moreno Valley, California, Approving General Plan Amendment Application No. PA13-0008, Changing the Land Use Designation From Neighborhood Commercial and R15 to R30 and Open Space for Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion of -043).

3. INTRODUCE Ordinance No. 870 APPROVING PA13-0007 (Zone Change), based on the findings contained in this ordinance, and as shown on Exhibit A.

Ordinance No. 870

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application No. PA13-0007, Changing the Land Use Designation from Neighborhood Commercial and R15 To R30 and Open Space for Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion of -043).

4. APPROVE Resolution No. 2013-41 APPROVING P13-029 (Variance), based on the findings contained in this resolution.

Resolution No. 2013-41

A Resolution of the City Council of the City of Moreno Valley, California, Approving Variance Application No. P13-029, to Reduce the Covered Parking Requirement From 2 Spaces to 1 Space Per

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Unit for 3-Bedroom Units, for a 141 Unit Affordable Apartment Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (APN's 486-280-044 and a Portion of -043).

5. APPROVE Resolution No. 2013-42 APPROVING PA13-0006 (Plot Plan), based on the findings contained in this resolution, and subject to the attached conditions of approval included as Exhibit A.

Resolution No. 2013-42

A Resolution of the City Council of the City of Moreno Valley, California, Approving Plot Plan Application No. PA13-0006 to Develop a 141 Unit Affordable Apartment Project on Approximately 10 Acres Located at the Southeast Corner of Alessandro Boulevard and Lasselle Street (Assessor's Parcel Number 486-280-044 and a Portion of -043).

- E.4 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2013-14.
2. Adopt Resolution No. 2013-43 establishing the appropriations limit at \$99,825,081 for the City of Moreno Valley for Fiscal Year 2013-14.

Resolution No. 2013-43

A Resolution of the City Council of the City of Moreno Valley, California, Establishing the Appropriations Limit for Fiscal Year 2013-2014

- E.5 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2013-14
(Report of: Financial & Management Services Department)

Recommendations That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2013-14.

2. Adopt Resolution No. CSD 2013-12 establishing the appropriations limit at \$16,086,128 for the Moreno Valley Community Services District for Fiscal Year 2013-14.

Resolution No. CSD 2013-12

A Resolution of the Moreno Valley Community Services District
Establishing the Appropriations Limit for Fiscal Year 2013-14

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

G. REPORTS

- G.1 ADOPTION OF AN ENERGY EFFICIENCY REVOLVING FUND POLICY THAT IS CONSISTENT WITH THE CITY'S SOUTHERN CALIFORNIA EDISON GRANT PROJECT PA12-0027. THE POLICY PROVIDES A STRUCTURED AND COST EFFECTIVE APPROACH FOR FUNDING OF FUTURE ENERGY EFFICIENCY PROJECTS
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. RECOGNIZE that the Energy Efficiency Revolving Fund Case No. PA12-0027 will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378.
2. AUTHORIZE the transfer and appropriation of \$59,756.34 from General Fund fund balance to a new Energy Efficiency Revolving Fund with direction to staff to provide a report to City Council annually to account for the expenditure and results of the expenditure of Energy Fund monies.
3. APPROVE Resolution No. 2013-35 approving the Energy Efficiency Revolving Fund Project PA12-0027 based on the findings in the City Council Resolution.

Resolution No. 2013-35

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Energy Efficiency Revolving Fund Policy (PA12-0027). The Policy Provides a Structured and Cost Effective Approach for Funding of Future Energy Efficiency Projects

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G.2 ADOPTION OF FISCAL YEAR 2013/14 – 2014/15 OPERATING BUDGET
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2013-44, approving the Operating Budget for the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 1.

Resolution No. 2013-44

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2013/14 – 2014/15

2. Approve the position control as detailed on pages 5 - 8 in the Proposed Operating Budget presented as Exhibit A.

Recommendations That the Housing Authority:

1. Adopt Resolution No. HA 2013-03, approving the Operating Budget for the Moreno Valley Housing Authority for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 2.

Resolution No. HA 2013-03

A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2013/14 - 2014/15

Recommendations That the CSD:

1. Adopt Resolution No. CSD 2013-13, approving the Operating Budget for the Moreno Valley Community Services District for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 3.

Resolution No. CSD 2012-13

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2013/14 - 2014/15

Recommendation That the City Council as Successor Agency

1. Adopt Resolution No. SA 2013-03, approving the Operating Budget for the City of Moreno Valley Moreno as Successor Agency to the

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Community Redevelopment Agency of the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 4.

Resolution No. SA 2013-03

A Resolution of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, Adopting the Operating Budget for Fiscal Years 2013/14 - 2014/15

G.3 ADOPTION OF FY 2013-2014 CAPITAL IMPROVEMENT PLAN
(Report of: Public Works Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2013-45, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan.

Resolution No. 2013-45

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for FY 2013-2014

Recommendations That the CSD:

1. Acting in its capacity as the President and the Board of Directors of the Community Services District (CSD) of the City of Moreno Valley, adopt Resolution No. CSD 2013-14, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Resolution No. CSD 2013-14

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for FY 2013-2014

Recommendations That the Housing Authority:

1. Acting in its capacity as the Chairman and the Board of Directors of the Moreno Valley Housing Authority (HA) of the City of Moreno Valley, adopt Resolution No. HA 2013-04, approving the Capital

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Improvement Plan as the capital budget for the Moreno Valley Housing Authority for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Resolution No. HA 2013-04

A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for FY 2013-2014

Recommendation That the City Council as Successor Agency

1. Acting in its capacity as the Successor Agency (SA) to the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. SA 2013-04 approving the Capital Improvement Plan as the capital budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013-2014 including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Resolution No. SA 2013-04

A Resolution of the City Council of the City of Moreno Valley Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California Adopting the Capital Improvement Plan For FY 2013-2014

- G.4 MEMORANDUM OF UNDERSTANDING REGARDING NEW TENANT FOR WESTRIDGE BUSINESS PARK
(Report of: Community & Economic Development Department)

Recommendation That the City Council:

1. Approve the Memorandum of Understanding with AI California LLC regarding the development and occupancy of the Westridge Business Park.

- 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

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2.1 ORDINANCE NO. 868 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING P12-117 (SPECIFIC PLAN AMENDMENT) AMENDING CHAPTER III OF THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208) TO INCLUDE EMERGENCY SHELTERS AS A PERMITTED USE IN THE INDUSTRIAL SUPPORT AREAS (RECEIVED FIRST READING AND INTRODUCTION BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 868 approving Specific Plan Amendment (P12-117) to add emergency shelters as a permitted use based on the findings in the Ordinance.

Ordinance No. 868

An Ordinance of the City Council of the City of Moreno Valley, California, Approving P12-117 (Specific Plan Amendment) Amending Chapter III of the Moreno Valley Industrial Area Plan (SP 208) to Include Emergency Shelters as a Permitted Use in the Industrial Support Areas

- H.2.2 ORDINANCE NO. 869 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA12-0028) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY ADDING THE FOLLOWING REGULATIONS: EMERGENCY SHELTERS, FARM WORKER HOUSING, SINGLE ROOM OCCUPANCY UNITS (SRO), REASONABLE ACCOMMODATION PROCEDURES AND AMENDING THE MUNICIPAL CODE TO INCLUDE MINOR TECHNICAL CLEAN UPS (RECEIVED FIRST READING AND INTRODUCTION BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 869 approving a Municipal Code Amendment (PA12-0028) amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

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Ordinance No. 869

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA12-0028) Amending Title 9 of the City of Moreno Valley Municipal Code By Adding the Following Regulations: Emergency Shelters, Farm Worker Housing, Single Room Occupancy Units (SRO), Reasonable Accommodation Procedures and Amending the Municipal Code to Include Minor Technical Clean Ups

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 Conference Room C, First Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

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

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

The Closed Session will be held pursuant to Government Code:

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

- a) Case: *City of Moreno Valley v. Chen*
Court: Riverside Superior Court
Case No: RIC 1213875
- b) Case: *City of Moreno Valley V. Chado & Chado*
Court: Riverside Superior Court
Case No: RIC 1213878
- c) Case: *City of Moreno Valley v. Equitable Properties*
Court: Riverside Superior Court
Case No: RIC 1213880
- d) Case: *City of Moreno Valley V. McGinness*
Court: Riverside Superior Court
Case No: RIC 1213882

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

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

Number of Cases: 5

4 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a) City Negotiator: Michelle Dawson, City Manager
Under Negotiation: Price and terms of payment
APN/Caltrans Parcel: 487-470-013 & 487-470-023

5 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Unrepresented Employees

6 SECTION 54957 - PUBLIC EMPLOYMENT

a) City Manager

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: 6/5/2013

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MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
May 28, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Employee of the Quarter, 1st Quarter 2013

Payroll/Human Resources ERP Implementation Team

Dori Lienhard, Enterprise Systems Administrator

Kim Krueger, Applications Analyst

Gordon MacDonald, Applications and Database Administrator

Maggie DeMauro, Payroll Supervisor

Sandra Contreras, Management Analyst

Celeste Wiggins, Senior Payroll Technician

Ednamay Stull, Senior Payroll Technician - Temp

Bridgette Montgomery, Human Resources Analyst

2. Moreno Valley Police Department Officer of the Quarter – Officer Victor Pierson

**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
May 28, 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 6:03 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

The Pledge of Allegiance was led by Ray Hicks of Southern California Edison.

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

ROLL CALL

Council:

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

Staff:

Jane Halstead	City Clerk
Kathy Gross	Executive Assistant
Suzanne Bryant	Acting City Attorney
Michelle Dawson	City Manager

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Joel Ontiveros
Abdul Ahmad
Ahmad Ansari
Tom DeSantis
Mike McCarty
John Terell
Steve Hargis

Police Chief
Fire Chief
Public Works Director
Assistant City Manager
Parks & Community Services Director
Interim Community and Economic Development
Technology Services Division Manager

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

Hans Wolterbeek

1. Cost Estimates for World Logistics Center and possibility of losing property values
2. Requests the Mayor to direct the City Manager: 1) Good Faith Estimate over the next 10 years how much income the City can reasonably expect to earn from WLC project; and 2) Good Faith Estimate for next 10 years of how much property tax money the City can expect to lose from non WLC facilities

Pete Bleckert

1. New Employees and/or assignments
2. Property Values
3. Fire Truck Fees for Storage

Marcia Amino

1. Treating other Council Members with Respect
2. Positions and paying double salaries
3. Police cuts
4. New ACM and the cloud he carries from City of Riverside

Betty Masters

1. World Logistics Center opposition (handout)

Tom Jerele, Sr.

1. Community/City Image
2. West Coast Thunder

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3. Memorial Day Presentation

Louise Palomarez

1. Honor seeing motorcycles of West Coast Thunder and no good press coverage
2. Little girl speaking
3. Fire Station No. 99 - in support of keeping open

Remainder of speakers who spoke after Legislative Actions:

Marie Hytn

1. Fire Station No. 99

Jeff Labahn

1. Fire Station No. 99

Alexia Crabtree

1. Fire Station No. 99 and Safety

Tom Thornsley

1. Policy on Public Comments - Requests Code clarification
2. City Manager's resignation and severance package

Earl Lee

1. Warehouses and Mayor's Promise during campaign
2. Negativity on Council
3. Fire Station No. 99
4. Property Value

Alicia Espinoza

1. Comments regarding Council Member Stewart during May 21, 2013 Study Session

Deanna Reeder

1. Thank you for allowing all speakers to speak
2. Rules of Procedure

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3. Fire Station No. 99 and Warehouse (World Logistics Center) wearing red
4. Mayor Tom Owings being against warehouses when interviewed on Planning Commission

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

A. CONSENT CALENDAR-CITY COUNCIL

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder.

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 14, 2013 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

A.4 APPROVAL OF PAYMENT REGISTER FOR MARCH, 2013 (Report of: Financial & Management Services Department)

Recommendation:

Adopt Resolution No. 2013-32, approving the Payment Register for the month of March, 2013 in the amount of \$14,720,895.22.

Resolution No. 2013-32

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of March, 2013

A.5 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED MARCH 31, 2013

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(Report of: Financial & Management Services Department)

Recommendation:

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

A.6 2012 ANNUAL REPORT OF THE PLANNING COMMISSION
(Report of: Community & Economic Development Department)

Recommendations

1. RECEIVE AND FILE the 2012 Annual Report of the Planning Commission.
2. AUTHORIZE transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.7 REJECT ALL BIDS FOR THE CONSTRUCTION OF THE CITYWIDE PEDESTRIAN ENHANCEMENTS
PROJECT NO. 801 0040 70 77
(Report of: Public Works Department)

Recommendations

1. Reject all bids opened on April 29, 2013, for the Citywide Pedestrian Enhancements Project.
2. Approve staff to re-advertise for construction bids for the Citywide Pedestrian Enhancements Project.
3. Authorize City Manager to award and execute the contract to the lowest responsible bidder, if it is within the project budget, subject to approval by the City Attorney.

A.8 APPROVAL OF A GRANT APPLICATION SUBMITTAL FOR THE TIGER DISCRETIONARY GRANTS PROGRAM
(Report of: Public Works Department)

Recommendation:

Authorize the submission of a grant application for the TIGER Discretionary Grants Program to the U.S. Department of Transportation.

A.9 PA12-0048 (PM 36511) – APPROVE PARCEL MAP
(Report of: Community & Economic Development Department)

Recommendations

1. Approve Parcel Map 36511.

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2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.10 RESOLUTION ADJUSTING DEVELOPMENT IMPACT FEES TO ADD CATEGORIES FOR MOBILE/SENIOR DEVELOPMENT AND AFFORDABLE MOBILE/SENIOR DEVELOPMENT
(Report of: Community & Economic Development Department)

Recommendation:

Approve Resolution No. 2013-33 authorizing the adjustment of the City of Moreno Valley Development Impact Fees to add categories for Mobile/Senior Development and Affordable Mobile/Senior Development.

Resolution No. 2013-33

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Development Impact Fee (DIF) Update Study 2012 and Adding New Categories – Mobile/Senior Development and Affordable Mobile/Senior Development – to the Table of Developments in the City of Moreno Valley Subject to DIF

A.11 ADOPTION OF AN ENERGY ACTION PLAN (EAP) AND GREENHOUSE GAS ANALYSIS THAT IS CONSISTENT WITH THE CITY'S SOUTHERN CALIFORNIA EDISON GRANT (PA12-0027). THE EAP FOCUSES ON ELECTRICAL ENERGY USE AND CONSERVATION
(Report of: Community & Economic Development Department)

Recommendations

1. RECOGNIZE that the Energy Action Plan and Greenhouse Gas Analysis (PA12-0027) will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378.
2. APPROVE Resolution No. 2013-34 approving the Energy Action Plan and Greenhouse Gas Analysis (PA12-0027), based on the findings in the City Council Resolution.

Resolution No. 2013-34

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Energy Action Plan and Greenhouse Gas Analysis (PA12-0027) Consistent with the City's Southern California Edison Grant, and is Intended to Assist with the City's Compliance with Assembly Bill 32 and Senate Bill 375, Both State Initiatives

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Aimed at Reducing Greenhouse Gas Emissions in California

- A.12 AUTHORIZE A CONTRACT CHANGE ORDER TO THE CITY HALL SECOND LEVEL FLOORING REHABILITATION AGREEMENT WITH RASMUSSEN BROTHERS CONSTRUCTION, INC. TO REMODEL THE TWO SECOND LEVEL PUBLIC RESTROOMS
PROJECT NO. 803 0014 30 40
(Report of: Public Works Department)

Recommendations

1. Authorize a change order to the Agreement with Rasmussen Brothers Construction, Inc. (RBC) for the Remodel of the City Hall Second Level Public Restrooms.
2. Authorize the City Manager to execute said change order.
3. Authorize an appropriation of \$150,000 from the Facilities Maintenance Fund (7310) to the City Hall Second Level Flooring Rehabilitation (Seismic Retrofit & Roof Restoration) project (GL: 7310-18-40-80003, Project No.: 803 0014 30 40) upon approval of the above transfer.
4. Authorize the issuance of a purchase order for \$147,289 (\$128,077 bid plus 15% contingency) with RBC when the contract change order has been signed by all parties.
5. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with RBC up to, but not to exceed the purchase order's total contingency amount of \$19,212, subject to the approval of the City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- B.2 MINUTES - REGULAR MEETING OF MAY 14, 2013 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

MINUTES
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C.2 MINUTES - REGULAR MEETING OF MAY 14, 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 MAY 14, 2013 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

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

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 A SPECIFIC PLAN AMENDMENT (P12-117) TO ADD EMERGENCY SHELTERS TO THE MORENO VALLEY INDUSTRIAL AREA SPECIFIC PLAN (SP 208) AND A MUNICIPAL CODE AMENDMENT (PA12-0028) TO ADD THE FOLLOWING REGULATIONS: EMERGENCY SHELTERS, FARM WORKER HOUSING, SINGLE ROOM OCCUPANCY UNITS (SRO) AND MINOR TECHNICAL CLEAN UPS TO THE MUNICIPAL CODE. THE AMENDMENT TO THE MORENO VALLEY INDUSTRIAL AREA SPECIFIC PLAN (SP 208) AND TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE WILL PROVIDE CONSISTENCY WITH THE CITY'S CERTIFIED HOUSING ELEMENT.
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. RECOGNIZE that P12-117 (Specific Plan Amendment) and PA12-0028 (Municipal Code Amendment), qualify as exemptions in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.
2. INTRODUCE Ordinance No. 868 approving Specific Plan Amendment (P12-117) to add emergency shelters as a permitted use based on the findings in the Ordinance.

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Ordinance No. 868

An Ordinance of the City Council of the City of Moreno Valley, California, Approving P12-117 (Specific Plan Amendment) Amending Chapter III of the Moreno Valley Industrial Area Plan (SP 208) to Include Emergency Shelters as a Permitted Use in the Industrial Support Areas

3. INTRODUCE Ordinance No. 869 approving a Municipal Code Amendment (PA12-0028) amending various sections of Title 9 of the City of Moreno Valley Municipal Code based on the findings in the Ordinance.

Ordinance No. 869

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Municipal Code Amendment (PA12-0028) Amending Title 9 of the City of Moreno Valley Municipal Code By Adding the Following Regulations: Emergency Shelters, Farm Worker Housing, Single Room Occupancy Units (SRO), Reasonable Accommodation Procedures and Amending the Municipal Code to Include Minor Technical Clean Ups

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Tom Thornsley.

Motion to Approve Recommendation No. 1 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 2 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Marcelo Co

Approved by a vote of 5-0.

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

None

G. REPORTS

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

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

RTA Representative in Washington D.C., Steve Palmer, says were good for 600 billion dollars for this new year that Congress passed. There will be cuts and new taxes; President asked for 10 years of no budget. Map 21 will be fully funded of 41 million with 10 million dollars for Transit; although will expire in September 2014. Department of Transportation is looking for new ways to pay for new highway infrastructure; expect a .20 cent per gallon tax hike. Dianne Feinstein trying to get exemptions for Goods Movements.

During budget for Dial-A-Ride, the Moreno Valley operating expenses went down and other cities have gone up. It's not how big your City is, but how much it is used.

G.2 REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR 2013/2014 ANNUAL RATES

(Report of: Community & Economic Development Department)

Recommendation:

That the City Council hold a public meeting to accept public comments regarding the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" proposed Fiscal Year 2013/2014 annual rates.

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

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Motion to Continue to the next regular City Council meeting (June 11, 2013) by m/Council Member Jesse L. Molina, s/Council Member Victoria Baca

Approved by a vote of 5-0.

- G.3 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 Shelter Adoption Rate for the period of April 1, 2013 to April 30, 2013.

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

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

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

City Manager, Michelle Dawson, reported that Neighborhood Budget meetings were held Monday, May 12th through Saturday, May 18th, and the City Council and staff hosted these meetings to share information about the City's fiscal situation, the proposed budget for the next two fiscal years, and the Capital Improvement Projects in each specific Council District. City Manager thanked the Council, our residents, and our Executive Team for their participation in these meetings. The presentation information as well as video from each meeting is available on the City's website and we encourage our residents to be informed, review the information, and contact the City if they have any budget related questions. Special thanks were made to Chief Financial Officer, Rick Teichert and Public Works Director, Public Works Director Ahmad Ansari, for sharing their expertise and providing information in a format that was readily accessible.

Also reported there were two outstanding events in recognition of Memorial Day. City Manager didn't want to step on any of the Council Members' comments regarding the events, but did want to thank the Council and staff for their hard work and effort in making these events successful.

In particular, City Manager thanked the City team that was instrumental in making the West Coast Thunder even on Sunnymead a success. The team responsible for the excellent event included Shanna Palau, City

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Manager's Office on overall coordination; corporal James Hamrick, Moreno Valley Police Department traffic management; Liz Plazola, Land Development special event permit; Ariana Ayala, Public Works street sweeping and trash bins from Waste Management; and Ron Matthews, Public Works for hanging banners.

Also want to thank the team responsible for planning and staffing our Annual Sunset Ceremony commemorating Memorial Day that included: City Manager's Office-Tim Carroll, Meleisa Mendonca, Paul Smith, and Michelle Patterson; City Council and City Clerk's office, Cindy Miller; Parks & Community Services, Lisa Smethurst; Fire Chief Ahmad for helping secure the CDF Firefighters Honor Guard and to Police Chief Ontiveros for providing the introduction to Sheriff Sniff.

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

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

Acting City Attorney, Acting City Attorney Suzanne Bryant, reported: The City has dismissed from the case O'Dane v Morris, et al. Riverside Superior Court Case No. RIC 1301763.

In the case Teague v City of Moreno Valley, United States District Court Case No. 11-1597-GHK (DTBx), the City submitted a Motion for Summary Judgment. Judge King took the matter under submission and then ruled completely in the City's favor and granted the City's motion for Summary Judgment. Judgment has been entered in favor of the City.

A settlement has been reached in the case Golden State Constructors v City. Riverside Superior Court Case No. RIC 1215214 in the amount of \$30,000 paid to the plaintiff. The settlement was approved in Closed Session on March 12, 2013, with a 4-0 vote. Council Member Molina was absent.

In the case City of Moreno Valley v Bond Safeguard Insurance Company, Riverside Superior Court Case number RIC 1118795, a settlement has been reached. The terms are as follows: Bond Safeguard has already wire transferred \$2,248,000 into an escrow account. It has also paid to the City \$137,500 for reimbursement of legal fees. The case has now been dismissed. The settlement was approved in Closed Session on April 23, 2013 with a 5-0 vote.

In the case City of Moreno Valley v. AEI-CASC Engineering, Inc. Los Angeles Superior Court Case No: BC481595, a settlement has been reached. The City is to receive a total of \$375,000. The settlement was

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approved in Closed Session on April 23, 2013 with a 5-0 vote.

Breaks: Mayor Tom Owings announced that they will take a ten minute break.

RECONVENE

H. LEGISLATIVE ACTIONS

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2.1 ORDINANCE NO. 867 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA12-0029 (ZONE CHANGE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 43.52 ACRES FROM RESIDENTIAL 10 (R10), RESIDENTIAL SINGLE FAMILY (RS10), AND RESIDENTIAL 15 (R15) TO RESIDENTIAL 5 (R5) FOR ASSESSORS PARCEL NUMBERS 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009 (RECEIVED FIRST READING AND INTRODUCTION ON MAY 14, 2013 BY A 5-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

Adopt Ordinance No. 867 approving PA12-0029 Change of Zone from Residential 10 (R10), Residential Single Family 10 (RS10), Residential 15 (R15) to Residential 5 (R5).

Ordinance No. 867

An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA12-0029 (Zone Change) to Change the Land Use District for Approximately 43.52 Acres from Residential 10 (R10), Residential Single Family(RS10), And Residential 15 (R15) to Residential 5 (R5) for Assessors Parcel Numbers 478-100-034, 478-090-007, 478-090-036, 478-100-010, 478-100-009

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

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

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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**

Richard Stewart

1. Fire Truck
2. Memorial Day Sunset Event - Stan Sniff speaker
3. Public comments and length a long while ago
4. Layoffs and Fire Station No. 99 closure - these haven't been voted on yet
5. Investigations
6. Apparent disagreements on City Council

Council Member Victoria Baca

1. Fun filled weekend: West Coast Thunder – We should repeat this next year with more publicity, encourage people to get involved in the parade and stay afterwards.
2. Memorial Day Event - Awesome that the City pays tribute to our fallen heroes
3. Thank you to Ray Johnson, driver of the little red corvette from the "Old Farts Racing Team"
4. Thank you to staff for District Budget meetings and one more in Edgemont will be on Monday, June 3, 2013 at 6 p.m. at the Box Springs Mutual Water District.
5. Fire Station No. 99 - Haven't made a decision yet, but we're listening to all of your comments and will make a decision that is best for the whole community.

Jesse Molina

1. West Coast Thunder and the bikes.
2. Budget is a balancing act; nobody wants to see Police or Fire to be

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reduced; we have to watch our pennies and staff is doing a good job; nobody wants to see layoffs.

3. Chief Ahmad is busy, hears sirens all the time.
4. Fire Station No. 99 and was originally supposed to be Cottonwood Park; mentioned the Library and the fact that a lot of books are going electronic.
5. Work together and make the best out of the situation.

Mayor Tom Owings

1. Nearly 80% of the 80 million dollars the City spends is Public Safety.
2. There is no way the City can balance this budget without cutting Public Safety.
3. Fire Station No. 99 only in existence for one year; we're not tearing it down and will be temporary; two County Fire Chiefs stated they were not consulted with the building of this fire station and where it should be located; we're going to make decisions; the sheriff is raising our contract costs by a average 5.5% per year and our revenue is increasing to 2.5% per year and then people say you cannot have a revenue increase by increasing taxes.

There being no further business to conduct, the meeting was adjourned at 8:02 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority was held in Conference Room C, First Floor, City Hall. The City Council met 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.

The Closed Session was held pursuant to Government Code:

Acting City Attorney announced that in Closed Session they will be discussing under Section 54956.9(d)(1) e) and f). No anticipation to have anything to report out after Closed Session.

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

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- a) City of Moreno Valley V. Chen
- b) City of Moreno Valley V. Chado & Chado
- c) City of Moreno Valley V. Equitable Properties
- d) City of Moreno Valley V. McGinness
- e) City of Moreno Valley v. Matosantos, Chiang, Angulo, March Joint Powers Authority, Successor Agency to the March Joint Powers Redevelopment Agency
- f) Leslie Compton V. City of Moreno Valley, et al.

2 SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9

Number of Cases: 5

3 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

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:20 p.m. by unanimous informal consent.

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

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: June 11, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of May 22 - June 4, 2013.

<i>Reports on Reimbursable Activities</i>			
May 22 - June 4, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca		None	
Marcelo Co	6/4/13	Moreno Valley Hispanic Chamber of Commerce Adelante	\$10.00
Jesse L. Molina		None	
Tom Owings		None	
Richard A. Stewart	5/22/13	Moreno Valley Chamber of Commerce Wake-up Moreno Valley	\$15.00

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	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: June 11, 2013

TITLE: APPROVE RESOLUTION NO. 2013-36 ADOPTING A 10-YEAR RESOURCE PLAN FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendations:

1. Approve Resolution No. 2013-36 adopting a 10-Year Resource Plan for Moreno Valley Utility.
2. Authorize the Electric Utility Division Manager to execute power purchase agreements with terms of 12 months or less with concurrence from the Public Works Director/City Engineer.
3. Authorize the City Manager to execute power purchase agreements with terms greater than 12 months and less than or equal to 5 years.
4. Power purchase agreements greater than 5 years shall require City Council approval.
5. Contracts associated with City ownership of generation assets or assumption of debt in support of generation projects or power purchase agreements shall require City Council approval.
6. Any procurement of energy products that is inconsistent with or not addressed in the adopted Resource Plan shall require City Council approval.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

An electric utility Resource Plan considers future demand for electricity and provides guidance on the optimal mix of energy resources to purchase to meet that demand. The recommended mix of resources is a combination of energy efficiency efforts, demand response programs, renewables, and conventional energy sources. Prudent utility planning calls for the development of Resource Plans that will ensure that the energy needs of a community will be met reliably and affordably.

DISCUSSION

Moreno Valley Utility's 10-Year Resource Plan was introduced at the June 4, 2013 Study Session. Highlights from the Resource Plan were discussed, and are reiterated below.

The Resource Plan for Moreno Valley Utility covers a 10-year period, from 2013 – 2022. There are three main goals for the Resource Plan:

- Quantify the electric needs over the planning period
- Prioritize resource preferences and establish other relevant energy procurement policies
- Provide guidance on the power procurement process

Development of the Resource Plan starts with a forecast of electric demand (load) over the planning period. Minimum resource planning criteria is identified, such as compliance with mandates for planning reserve margin (firm peak resource capacity in excess of projected demand), and targets for renewable energy procurement and energy efficiency savings. Any existing resources are considered in the determination of additional purchases of energy required to meet the forecasted electric needs. The design of the recommended resource portfolio must take into account the financial requirements of the utility, minimize risk, and honor existing policies to maintain rate competitiveness with Southern California Edison and promote economic development in the City.

MVU's resource portfolio will consist of a combination of power purchase agreements with varying terms and varying start dates. This portfolio risk management approach means that MVU will be seeking low cost power supply and also seeking a diversified portfolio of resources in terms of technologies, production profiles, generation project sizes, project locations, and counterparties in an effort to minimize costs to both the utility and the ratepayers. The renewable portion of the resource portfolio will consist of longer term contracts from a variety of renewable energy technologies, with the goal of providing cost stability and consistency with MVU's load shape.

ALTERNATIVES

1. Approve the proposed Resolution adopting a 10-Year Resource Plan for Moreno Valley Utility. Staff recommends this alternative.
2. Do not approve proposed resolution adopting a 10-Year Resource Plan for Moreno Valley Utility. Staff does not recommend this alternative. *MVU will not have any procurement policies in place for the purchases of energy as it takes steps to comply with state mandates for renewable energy and to secure an adequate supply of energy to meet customers' electricity needs.*

FISCAL IMPACT

At this time, there is no cost associated with the adoption of the 10-Year Resource Plan. The fiscal impact related to the Resource Plan will be identified as purchases of energy are brought to Council for review and approval.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

The portfolio risk management approach to the purchase of energy will ensure that the energy needs of MVU customers will be met reliably and affordably and foster a positive environment in the community.

NOTIFICATION

Posting of agenda

ATTACHMENTS

Attachment 1: Proposed Resolution

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

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

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RESOLUTION NO. 2013-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A 10-YEAR RESOURCE PLAN FOR MORENO VALLEY UTILITY

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

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

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

WHEREAS, the State of California passed Senate Bill 2 (1st Extraordinary Session) ("SB2-1X"), effective as of December 10, 2011, requires the Moreno Valley City Council, as the governing board of the City, to ensure that the amount of eligible renewable energy resources to be procured by the City for the period from January 1, 2011 to December 31, 2013 is equal to an average of 20 percent of retail sales; and that the City makes reasonable progress to ensure that the procurement of eligible renewable energy resources achieves 25 percent of retail sales by December 31, 2016, and 33% of retail sales by December 31, 2020 and in all subsequent years; and

WHEREAS, the California Independent System Operator (CAISO) Reliability Requirements Tariff requires that Load Serving Entities maintain a reserve margin that is the amount of capacity over and above the predicted Demand that is necessary to provide adequate Operating Reserve and is consistent with general Good Utility Practice and ensures that resources are available when and where they are needed; and

WHEREAS, it is prudent electric utility planning to develop and implement a Resource Plan that promotes compliance with applicable regulatory requirements and 1) quantifies resource needs over the 10-year planning period; 2) sets forth relevant energy procurement policies and programs as well as prioritize resource preferences; and 3) provides guidance to the electricity procurement process undertaken by Utility management; and

WHEREAS, the City desires to develop and implement a Resource Plan for Moreno Valley Utility that covers the planning period of 2013 to 2022, to be reviewed

1
Resolution No. 2013-36
Date Adopted: June 11, 2013

and updated as necessary, and approved by the City Council on an annual basis.

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

That the City of Moreno Valley 10-Year Resource Plan as set forth in Exhibit A is hereby approved and shall become effective pursuant to the terms contained therein.

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2013-36
Date Adopted: June 11, 2013

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. 2013-36 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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Resolution No. 2013-36
Date Adopted: June 11, 2013

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Moreno Valley Electric Utility

10-Year Resource Plan – 2013 Update

May 2013

Moreno Valley Electric Utility 10-Year Resource Plan: 2013 Update

5-20-2013

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EXECUTIVE SUMMARY

The Moreno Valley Electric Utility (“MVU” or “Utility”) is a California municipal utility that provides retail electric services to more than 5,600 customers within its service area. Over the 10-year planning horizon addressed by this document, the Utility anticipates significant customer and electric load growth resulting from planned development activities within the City, particularly the addition of energy-intensive commercial accounts focused in the logistics and data storage/warehouse industries. This 10-Year Resource Plan (the “Plan” or “Resource Plan”) describes MVU’s procurement policies related to electric supply, which will promote the delivery of reliable, cost-competitive electric service to Utility customers, as well as key ancillary benefits, during the planning period, which includes calendar years 2013 through 2022.

As discussed in this Plan, there are several noteworthy considerations that will need to be addressed during the 10-year planning period:

- Administration of the Utility’s Renewable Energy Resources Procurement Plan (“RE Procurement Plan”) will require the evaluation and possible procurement, subject to applicable cost containment provisions, of renewable energy volumes and products specified therein. Effective administration of the RE Procurement Plan will promote MVU’s compliance with California’s Renewables Portfolio Standard legislation. A copy of the RE Procurement Plan is attached hereto as Appendix B.
- Administration of the Utility’s Resource Adequacy (“RA”) Program, which specifies the Utility’s RA procurement targets for the 2013 calendar year and beyond, will require the evaluation and procurement of necessary capacity reserves. Successful administration of this Program will likely require the completion of a related solicitation by MVU staff to secure specified reserve capacity from qualified suppliers. A copy of documentation describing the RA Procurement Program is attached hereto as Appendix C.
- Expiring supply agreement: MVU’s primary supply agreement with Shell Energy North America (“SENA”) will expire on June 30, 2014 – the upcoming expiration of this agreement will require the Utility to begin addressing anticipated shortfalls in supply that will occur on July 1, 2014 (and beyond). Due to timelines typically required to identify qualified suppliers and negotiate/approve related supply agreements, MVU should allow up to 12 months for this process. Looking ahead throughout the 10-year planning period, MVU will endeavor to assemble and manage a supply portfolio of various contracts and/or resources (with non-coincidental term expirations/lengths) that will be structured in a manner to avoid the planning and market risks associated with resource “cliffs”.
- Development and administration of complimentary energy programs, including energy efficiency, demand response, energy storage and distributed generation. While many details related to these programs have yet to be developed, it is MVU’s intent to advance these programs as key components of the Utility’s overall resource planning responsibility.

Based on existing supply agreements, MVU projects to serve the following accounts and customer energy requirements during the planning period.

FIGURE ES 1: MORENO VALLEY ELECTRIC UTILITY CUSTOMER ACCOUNTS AND RETAIL ELECTRICITY SALES, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Total Projected MVU Customer Accounts	5,800	6,000	6,600	7,500	8,300	9,000	9,500	9,800	10,100	10,400
Total Projected MVU Retail Electricity Sales	123,101	138,858	168,574	194,366	227,408	250,149	270,161	283,669	297,852	309,766
Percentage of Accounts w/in Residential Class	88%	88%	88%	87%	87%	87%	87%	87%	87%	87%
Percentage of Retail Sales w/in Residential Class	28%	26%	24%	23%	22%	21%	21%	21%	20%	20%

It is noteworthy that the significant growth reflected in these projections is substantially dependent upon local development activities within the City. Over the 10-year planning horizon, anticipated development is expected to promote a doubling of accounts served by MVU and approximately 250% growth in local electricity sales. These expectations are based on aggressive occupancy projections, which assume that tenant interest will keep pace with local commercial build-out, leaving minimal vacancy rates within new developments. To the extent that planned build-outs and/or commercial occupancy rates differ substantially from expectations, the Utility will need to revise its sales projections to avoid over-procurement.

This Resource Plan also identifies differences between MVU’s existing electric supply agreements and anticipated customer energy use. To the extent that such differences represent supply shortfalls, this Plan describes the Utility’s procurement policies for addressing these circumstances over the near-, medium- and long-term planning horizons. The following table identifies MVU’s projected energy requirements, which have yet to be addressed through purchase agreements – this energy requirement is also referred to as MVU’s “open position”.

FIGURE ES 2: MORENO VALLEY ELECTRIC UTILITY OPEN POSITIONS BY RESOURCE TYPE, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Open Position, Conventional Energy (GWh)	12,382	75,097	149,761	164,428	185,458	199,509	210,616	216,050	226,852	235,926
Open Position, Renewable Energy (GWh, Physical Energy Requirements)	18,465	23,563	28,606	41,228	55,161	65,171	75,239	84,098	88,303	91,835
Subtotal: Open Position, Physical Energy (GWh)	30,847	98,661	178,367	205,657	240,618	264,680	285,855	300,147	315,155	327,761
Open Position, Renewable Energy Certificates	0	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Total: Open Position, All Energy Requirements	30,847	102,819	183,415	212,932	246,747	271,922	294,215	309,492	324,966	337,965
Percentage Open, Conventional Energy	11%	61%	100%	100%	100%	100%	100%	100%	100%	100%
Percentage Open, All Energy (includes renewable energy and certificates)	24%	67%	100%	100%	100%	100%	100%	100%	100%	100%

Through the practices and policies discussed in this Plan, MVU will be well positioned to address the ongoing energy requirements of its customers in a deliberate and responsible manner, avoiding the need to engage in disproportionately large procurement arrangements at any single point in time. This Plan will also promote MVU’s compliance with internal procurement policies, such as those specifically focused on resource adequacy and renewable energy, as well as legislative mandates and regulatory requirements imposed on the Utility. Going forward, MVU will perform annual reviews of the customer and electric load projections included in this Plan to ensure that such projections accurately build upon observed historical trends and incorporate any changes to planned development activities that may impact future projections.

INTRODUCTION

MVU is a California municipal utility that provides retail electric services to customers within its service area, which generally includes the southern and eastern portions of the City of Moreno Valley located in northwestern Riverside County. MVU began serving its first customers in February 2004. At present, MVU serves more than 5,600 customers in both the residential and commercial/industrial sectors. MVU is focused on delivering several key benefits to its customers, including rate competitiveness, economic development incentives to attract and retain local businesses, direct control over utility decision making, delivery of special services to customers (such as low income rate assistance and energy efficiency programs) and service reliability. With these benefits in mind, MVU plans for its electric distribution system and secures electric supply commitments from qualified electric service providers to reliably meet its customers' current and anticipated electric energy needs. This 10-Year Resource Plan describes MVU's electric supply procurement policies, resource requirements and preferences, customer programs and other considerations that will apply during the 10-year planning period, which includes calendar years 2013 through 2022. Any future updates to the Plan will be discussed and adopted by the City Council at duly noticed public meetings. Planning for MVU's distribution system is addressed in a separate report prepared by MVU's distribution system operations and maintenance contractor.

PURPOSE OF RESOURCE PLAN

The Resource Plan has three primary purposes. These are to: 1) quantify resource needs over the 10-year planning period; 2) set forth relevant energy procurement policies and programs as well as prioritize resource preferences; and 3) provide guidance to the electricity procurement process undertaken by Utility management. In practical terms, the plan documents the energy procurement policy guidelines established by the City of Moreno Valley's governing Council to which MVU management adheres in its day-to-day execution of activities involving electric supply. Going forward, MVU's resource plan will be reviewed, updated, as necessary, and approved on an annual basis by the City Council.

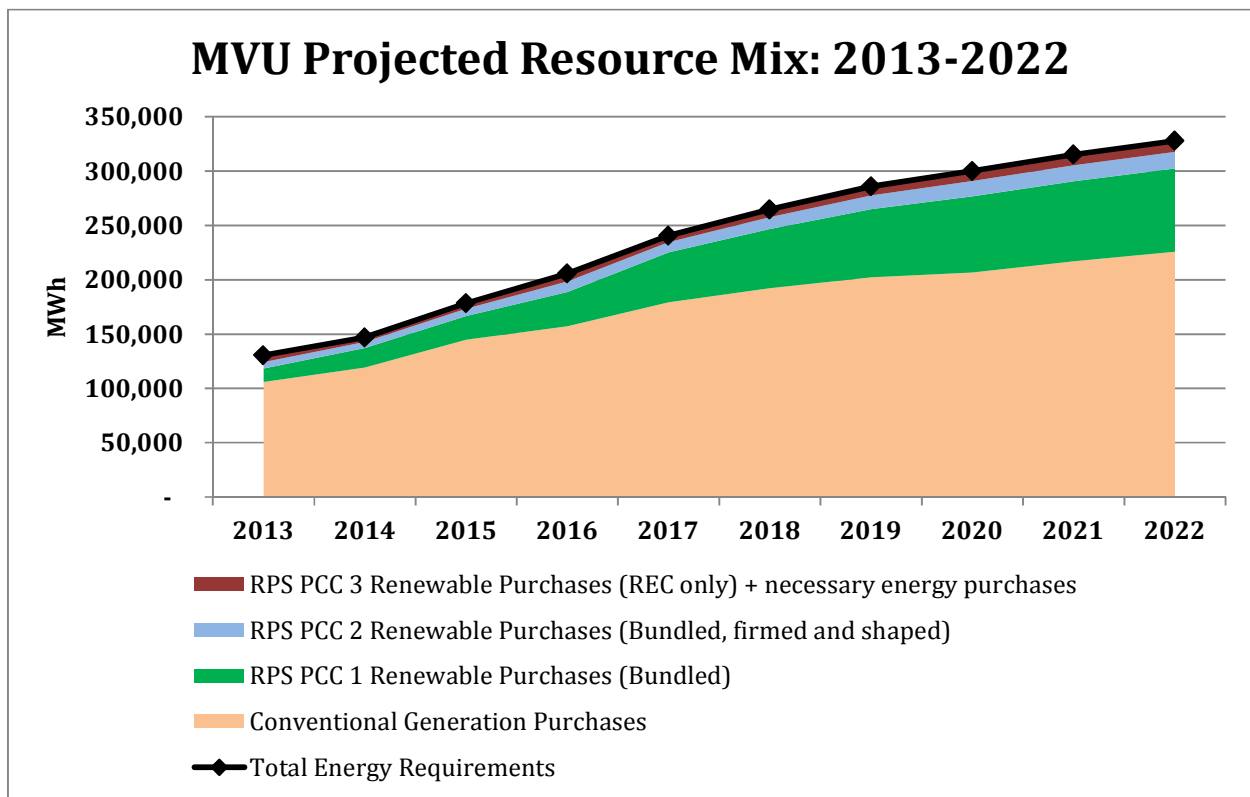
Highlights of the resource plan include the following:

- MVU's energy requirements are substantially addressed through June 2014:
 - MVU entered into a five-year, fixed-price, block supply agreement with Shell Energy North America ("SENA") that will remain in effect through June 2014 (the "SENA Agreement").
 - Any residual energy requirements of the Utility that are not served through the SENA Agreement (the "net short") will be provided under an agreement with Noble Americas Energy Solutions ("Noble"), which also serves as MVU's scheduling coordinator.
- MVU's resource adequacy ("RA"), or reserve capacity, requirements will be planned for and procured consistent with the Utility's adopted RA Program (December 2012), which specifies the Utility's RA procurement targets for the 2013 calendar year and beyond.
- MVU's renewable energy requirements will be planned for and procured consistent with the Utility's RPS Procurement Plan, which is currently under development and discussed in further detail within this Plan. As drafted, the RPS Procurement Plan reflects pertinent requirements imposed by Senate Bill 2 in the 2011-2012 First Extraordinary Session ("SB 2-1X") and incorporates applicable Renewables Portfolio Standard ("RPS") procurement percentages for the Utility, subject to a cost containment provision (which limits customer rate impacts and may limit renewable energy volumes and products procured by the Utility).
- The City Council recently discussed and approved updated energy efficiency and demand response targets for MVU (February 2013). According to this policy, annual energy efficiency and demand reduction savings will be targeted at 0.18% of retail electric sales through 2023.

- MVU will procure its energy needs through various appropriate methods, including bilaterally negotiated agreements and formal solicitation processes, such as requests for proposals and/or requests for offers.
- Specific authorities for entering into energy procurement contracts are allocated to the Electric Utility Manager, consistent with Resolution No. 2008-105 (adopted on September 9, 2008), subject to power purchase expenditure limits for six discrete fiscal years ending with 2013/14. Going forward, the City Council will need to consider establishing future expenditure limits (in consideration of projected energy requirements) and extending related procurement authorities for upcoming fiscal years.

Figure 1 illustrates the projected resource mix during the 10-year period covered by this Resource Plan. The projected mix is illustrative; actual resource utilization will depend upon market conditions and resource availability, as well as the application of MVU’s cost containment policy related to renewable energy, at the time MVU engages in additional energy procurement. For purposes of this figure, specific resources that may be used to satisfy the Utility’s RPS (renewable energy) procurement obligation have not been identified; instead, the figure identifies targeted volumes within each Portfolio Content Category (“PCC”; there are three PCCs defined in the RPS), a term defined in California’s RPS that requires/restricts the use of certain renewable energy products for use in demonstrating regulatory compliance, that have been identified for purchase within MVU’s RPS Procurement Plan. When procuring renewable energy products within each PCC, the Utility will have considerable flexibility when selecting eligible fuel sources (e.g., solar, wind, biomass and geothermal), delivery profiles (e.g., on-peak, baseload and off-peak) and project locations among other project/product attributes. Following the completion of procurement activities, the Utility may choose to update its resource mix in consideration of the specific resources placed under contract.

FIGURE 1: MORENO VALLEY ELECTRIC UTILITY RESOURCE MIX, 2013-2022



GENERAL RESOURCE PLANNING PRINCIPLES

MVU's resource planning efforts take into consideration three distinct planning horizons: 1) the long-term planning horizon represents plans to serve load – i.e., the electric energy requirements of MVU customers – during the next ten years or longer; 2) the medium term planning horizon represents planning during the next five years; and 3) the short term planning horizon represents the plan for meeting load during the next twelve months. In contrast, the operating horizon represents the period of time extending from the next hour to approximately 90 days into the future – during this period all or virtually all resource commitments have been made and only adjustments are necessary to address short term operating variability related to weather and other uncertainties. Under MVU's agreement with Noble, necessary adjustments will be made without the need for action by MVU's management or staff. While long term plans will have a combination of firm resource commitments and unfilled or "open" resource needs that have been identified, resource commitments should increasingly become firm as the operating horizon approaches – during this time contracted energy commitments should align with planned resource needs.

City/MVU policy, established by the City of Moreno Valley's Council, guides the resource plan and the ensuing resource procurement activities that are conducted in accordance with the plan. The key policies are as follows.

MVU will:

- Maintain competitive electric rates and increase control over energy costs through management of a diversified resource mix.
- Promote local economic development through the availability of special incentives within MVU's service territory, investment in local energy infrastructure and related programs.
- Help customers reduce energy consumption and electric bills through investment in and administration of locally-focused conservation and energy efficiency programs, cost effective distributed generation and other demand-side programs.
- Enhance system reliability through investment in local distribution infrastructure, use of qualified energy suppliers/contractors, implementation of demand-side resources and focused investment in locally situated generation resources.

This plan translates these broad policy objectives into more specific plans for the use of various types of electric resources, taking into consideration MVU's projected customer needs and MVU's existing resource commitments.

ELECTRIC SALES FORECAST

MVU's long term sales forecast is primarily influenced by the number of customers receiving service from the Utility. The primary drivers of customer growth and energy sales include the potential for local development efforts/projects that would directly increase electricity requirements and peak demand as well as indirect increases in electricity requirements that may result from new employment opportunities within the City (which could translate into increased energy requirements within Moreno Valley's residential sector). The long term load forecast incorporates customer growth projections as well as seasonal electricity consumption patterns of MVU's customer base. Short term load impacts relating to weather and other changes in consumption patterns are considered in MVU's short term operational load forecasts used for monthly scheduling of load and resources (which are completed, per contract, by Noble). MVU and Noble are in the process of transitioning to a daily scheduling protocol, which will minimize scheduling deviations and related imbalance costs – in prior years, the use of a template monthly schedule was effective, but recent customer

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Resolution No. 2013-36
Date Adopted: June 11, 2013

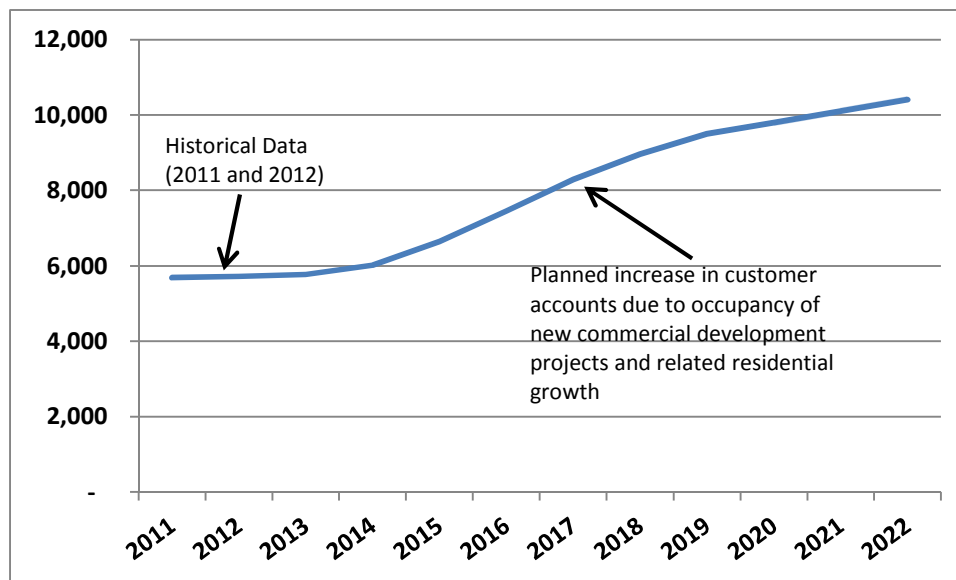
and sales growth has necessitated the consideration of a more frequently administered scheduling process to address increased load volatility (and related costs imposed by the California Independent System Operator).

CUSTOMER COMPOSITION

MVU currently serves approximately 5,600 customer accounts. Of these accounts, approximately 5,000 are served under residential rate schedules while the remaining 600 accounts are served under commercial or industrial schedules. Despite the disproportionate share of residential accounts (over 89%), approximately two thirds of all electric use is associated with the commercial and industrial account designations. The effects of any additional development projects on resource procurement activities would be addressed during the time that such projects are being considered; any projected impacts to customer energy use, peak demand and/or renewable energy requirements would be reflected in a future update to this Resource Plan.

Figure 2 shows the number of active customers within MVU's service area for calendar years 2011 through 2022. The account totals for calendar years 2011 and 2012 reflect actual customer counts while calendar years 2013 through 2022 reflect projections that are substantially influenced by the planned occupancy of new commercial development projects and related increases in residential account growth. MVU will monitor projected and actual account totals to determine if certain adjustments may be necessary in future updates to this Plan.

FIGURE 2: MORENO VALLEY ELECTRIC UTILITY CUSTOMERS



PLANNED GROWTH AND DEVELOPMENT

The City is anticipating significant future growth due to planned commercial and industrial development activities and related job creation. In particular, the City expects to complete development of the World Logistics Center, a complex consisting of 41.6 million square feet of logistics warehouse facilities and associated infrastructure located in the eastern portion of the City, during a phased development/construction schedule that is expected to occur over a ten-year period coinciding with the planning horizon addressed in this Resource Plan. According to the project's Environmental Impact Report,

the World Logistics Center is expected to have a peak demand (following full build-out) of 70 MW¹ with annual energy use approximating 380,000 MWh/year. At full occupancy, the projected level of energy consumption at the World Logistics Center could nearly triple MVU's current electric load (based on 2013 projections of approximately 130,000 MWh/year). A significant portion of this anticipated increase is incorporated in MVU's load forecast. However, to the extent that actual build-out and/or occupancy rates differ from expectations, the Utility's load forecast will need to be updated – MVU will monitor development progress at the World Logistics Center and other local projects to determine potential impacts to customer energy requirements.

As a result of this (and other) development activities within the City, average annual electric load growth is expected to exceed 11% during this ten-year period. As previously noted, any deviations from the expected development schedule and/or occupancy rates will directly impact MVU's load projections. In the event that such changes are observed, MVU will incorporate necessary forecast adjustments in subsequent updates to this Resource Plan.

BASELINE CUSTOMER AND CONSUMPTION FORECAST

MVU's electricity forecast starts with a projection of customers by end-use classification (residential, commercial, etc.). Class-typical monthly energy consumption, derived based on historical data, is applied to yield a monthly energy forecast by customer class. Certain adjustments are then made to this base forecast to account for factors not reflected in the historical data. MVU makes explicit adjustments to this forecast to account for the load impacts of its energy efficiency, net energy metering and demand response programs. The following table identifies the Utility's projected retail energy requirements during the 10-year planning period.

TABLE 1: MORENO VALLEY ELECTRIC UTILITY RETAIL ENERGY REQUIREMENTS, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
<i>Energy Requirements (MWh)</i>										
Retail Load	123,101	138,858	168,574	194,366	227,408	250,149	270,161	283,669	297,852	309,766
Energy Efficiency and Distributed Generation	-	(250)	(303)	(350)	(409)	(450)	(486)	(511)	(536)	(558)
Retail Load (Net of EE/DG)	123,101	138,608	168,270	194,016	226,999	249,698	269,674	283,158	297,316	309,208
Distribution Line Losses and Unaccounted For Energy	7,386	8,316	10,096	11,641	13,620	14,982	16,180	16,989	17,839	18,553
Total Energy Requirements	130,487	146,925	178,367	205,657	240,618	264,680	285,855	300,147	315,155	327,761

¹ World Logistics Center Environmental Impact Report – Assumes a “worst case” electrical demand of 147 Megawatts which reflects a maximum of 10 percent cold storage within the logistics warehousing space. This peak demand estimate was revised (reduced to 70 MW) in a technical memorandum, prepared by Utility Specialists on December 19, 2012.

PEAK DEMAND

The monthly peak demands of the MVU system determine the need for resource adequacy capacity that must be procured to meet the Utility’s resource adequacy procurement policy and applicable standards established by the California Independent System Operator’s (“CAISO”). Projected monthly (coincident) peak demands establish the basis for the overall resource adequacy requirements (system capacity plus local capacity), and peak demand during the month of August is used to derive the Local Resource Adequacy capacity requirements, which apply for all months during the year.

Monthly peak demand projections are based on the energy sales forecast and an analysis of hourly load profiles for the major customer classifications served by the Utility. Projected monthly peak demands are shown in Table 2.

TABLE 2: MVU MONTHLY PEAK DEMAND FORECAST

MVU Peak Demand, Loss Adjusted (MW)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	14	16	16	21	19	21	29	32	34	27	20	22
2014	16	18	18	24	22	24	32	36	38	30	23	25
2015	20	22	22	29	27	29	39	43	45	37	29	30
2016	23	26	26	33	31	33	45	50	52	43	33	35
2017	27	30	30	39	37	39	52	58	60	50	39	41
2018	30	33	33	43	40	43	57	63	66	55	43	45
2019	33	36	36	47	44	46	61	68	72	59	47	49
2020	34	38	38	49	46	49	64	71	75	62	49	51
2021	36	40	40	52	48	51	67	75	79	66	52	54
2022	38	41	41	54	50	53	70	78	82	68	54	56

LOAD REDUCTION PROGRAMS

The baseline energy and peak demand forecasts are adjusted for the effects of certain load reduction programs operated by the Utility. Currently planned programs include MVU’s Energy Efficiency, Demand Response & Storage program and its Net Energy Metering program.

ENERGY EFFICIENCY, DEMAND RESPONSE & STORAGE

California Assembly Bill 2021 (“AB 2021”) was signed into law in September 2006. AB 2021 requires that the California Energy Commission (“CEC”), in conjunction with the California Public Utility Commission (“CPUC”), and local Publicly-Owned Utilities (“POUs”), develop statewide estimates for energy efficiency targets in a public process. AB 2021 applies to all POUs in California, including MVU. Pursuant to the statute, POUs must: 1) Identify all potentially achievable, cost-effective energy efficiency savings; 2) Establish annual targets for energy efficiency savings and demand reduction over 10 years; and 3) Report targets, programs, expenditures, results and cost-effectiveness (including methodologies and independent evaluation) to governing members and to the CEC every three (3) years. POUs are mandated to consider energy efficiency as a preferred resource, estimate energy efficiency potential, and establish targets for achieving that potential.

In response to AB 2021, a total of 35 POU's, including MVU, collaborated to develop/update individual energy efficiency and demand response targets. As part of this effort, an independent consultancy was selected to develop the 2013 updates. Based on these updates, the City Council adopted energy efficiency and demand response targets in February 2013 which indicated that a reasonable long-term (through 2023) goal for such programs is to reduce overall annual energy consumption by approximately 0.18%. One key element of MVU's demand reduction program is the implementation of targeted thermal storage opportunities, which can be implemented to shift demand away from peak periods thereby reducing total service costs (by reducing peak energy purchases and total peak demand). Between the 2012/2013 and 2015/2016 fiscal years, the Utility expects to install approximately one megawatt of energy storage and demand response infrastructure, which will promote peak energy reductions and reduced reserve capacity requirements. As previously noted, the MVU electricity forecast has been adjusted in consideration of this savings target.

NET ENERGY METERING PROGRAM

Senate Bill 1 ("SB 1"; 2006, Murray) built upon the California Solar Initiative ("CSI") by targeting the installation of 3,000 megawatts of solar energy systems on new and existing residential and commercial sites. To achieve this target, SB 1 directed the expenditure of more than \$3.3 billion in solar incentives by 2017. The programs required to administer the distribution of these incentives are overseen by the CEC, CPUC and POU's, including MVU, which are required to establish eligibility criteria for incentive qualification consistent with the CEC's published Guidelines for California's Solar Electric Incentive Programs. The MVU Solar Program, which describes the eligibility criteria for solar incentives within the MVU service territory, has been developed in consideration of SB 1 and the CEC's Guidelines. Through the Solar Program, MVU's customers are eligible for certain rebates related to solar system performance or installed capacity and, following system installation, will participate in MVU's net energy metering ("NEM") program, which is referenced in MVU's Net Energy Metering Interconnection Agreement. Through MVU's NEM program, participating customers are billed for electricity in consideration of the metered difference between the amount of energy supplied to the customer and the amount of energy generated by the customer's solar system during discrete 12-month periods.

At present, MVU has approximately 31 NEM customers (both residential and commercial), which have installed local solar generating capacity totaling approximately 1,300 kilowatts (AC, alternating current). Over the 10-year planning horizon, MVU anticipates that NEM participation will increase to approximately 3,000 kilowatts.²

RESOURCES

This section discusses MVU's resource needs during the planning period taking account of the projected energy requirements of MVU's customers and the existing contractual resource commitments that MVU has secured to date. The MVU supply portfolio consists of two key agreements, which provide: 1) on-peak and off-peak block energy supply over a five-year term (ending in June 2014); and 2) any remaining energy needs (the net short) that are not fulfilled through the block purchase agreements. During the 10-year planning horizon, MVU will be required to seek new resource commitments in consideration of the expiring block purchase arrangements. Such resource commitments may be addressed through one or more agreements of various term lengths with one or more qualified suppliers. As discussed below, any procurement decisions will need to meet projected customer energy requirements while remaining responsive to MVU's expressed planning policies and relevant regulatory requirements governing MVU's operations.

² Based on assumed installation of one 5 kilowatt solar project per month throughout the 10-year planning period as well as one total megawatt of commercial solar capacity (from various project installations).

EXISTING RESOURCE COMMITMENTS

MVU has entered into three separate purchase agreements for conventional energy and unbundled renewable energy certificates (“RECs”). The existing resource commitments are described below.

SHELL ENERGY NORTH AMERICA (SENA), BLOCK ENERGY – ON-PEAK/OFF-PEAK

The SENA agreement and associated confirmations (2 confirmations) provides for SENA to supply fixed price, block energy deliveries to MVU during the five-year period beginning July 2010 and continuing through June 2014. The referenced confirmation agreements provide for fixed-quantity monthly volumes during on- and off-peak periods, respectively. In total, the SENA agreement provides for 64,288 MWhs of on-peak energy and 34,920 MWhs of off-peak energy per year during the five-year delivery period. Based on specified contractual volumes and projected customer energy use, MVU has secured approximately 76% of its expected energy requirements during the 2013 calendar year. However, with the confirmation term expiring on June 30, 2014, MVU’s coverage ratio (i.e., the percentage of projected customer energy use that is addressed through forward contracts) drops to 33% in 2014. To address this future need, MVU will need to engage qualified service providers based on planning principles discussed in this Plan.

NOBLE AMERICAS ENERGY SOLUTIONS (NOBLE), SCHEDULING COORDINATOR SERVICES AND NET SHORT ENERGY

The Noble agreement provides for Noble to supply scheduling coordinator services and net short (day ahead, priced at index) energy requirements for MVU over a four and one-half year term (including all automatic renewal periods), commencing on January 1, 2010. Consistent with the Noble agreement, MVU receives services, which include but are not limited to: 1) physical bidding and scheduling of interval usage with the CAISO; 2) physical scheduling of term and spot supply contracts with the CAISO; 3) settlement reconciliation with suppliers; and 4) reconciliation with the transmission provider. As reflected in this agreement, the applicable energy schedules do not reflect the recent customer load growth that has occurred within MVU’s service territory. As such, Utility management is in discussion with Noble to refine/revise applicable energy schedules to more closely align with current customer energy use.

ENCO, DISTRIBUTION SYSTEM MAINTENANCE, BILLING AND CUSTOMER SERVICE

While not an agreement that addresses energy supply, MVU has entered into a long-term (15-year) contract with Enco to provide for necessary distribution system maintenance, billing and customer service. These services are critically important to the successful operation of any distribution utility, including MVU, and will be provided under this contract through December 31, 2020. Prior to the expiration of this agreement, the City may choose to evaluate the feasibility of transitioning certain responsibilities to staff or may continue to engage qualified contractors for such services.

IBERDROLA RENEWABLES, INC. (IBERDROLA), UNBUNDLED RENEWABLE ENERGY CERTIFICATES

The City entered into a Renewable Energy Credits Agreement with Iberdrola Renewables, Inc. on February 22, 2012 for the purpose of purchasing RECs that would facilitate the City’s compliance with applicable provisions of SB X1-2. The Agreement specified delivery of 16,687 unbundled RECs (eligible for RPS Portfolio Content Category 3) produced by RPS-eligible wind generating facilities during the 2011 calendar year – consistent with applicable contract terms, the noted certificate volume was transferred to MVU’s Western Renewable Energy Generation Information System account. As noted, the City entered into this Agreement in an effort to demonstrate measurable progress towards meeting California’s RPS procurement target for Compliance Period 1. This certificate volume represents approximately 25% of the City’s renewable energy procurement obligation for Compliance Period 1, which totals approximately 68,000 MWhs. As MVU continues to develop its RPS Procurement Plan in consideration of applicable legislation and regulations, such purchases will be applied to meeting MVU’s stated procurement obligations.

RESOURCE NEEDS

MVU will procure additional resources to meet its anticipated resource targets. This section sets forth MVU's planned resource volumes and quantifies the net resource need, the "open position" or "net short", that remains after accounting for production from MVU's existing resource/contract portfolio. MVU has established procurement targets for conventional energy, capacity resources and renewable energy.

CONVENTIONAL RESOURCES & SYSTEM PURCHASES

MVU anticipates that the majority of its projected resource need will be met with energy produced by conventional generating resources, which primarily include those generators fueled by natural gas and hydroelectric power. These resource types, particularly natural gas, tend to be readily available and ensure a reliable energy supply for customers; inclusion of these resources also tends to support a least-cost approach to service delivery, as energy pricing for alternative generating technologies, such as those using qualifying renewable fuel sources, continues to be substantially higher in the current market. In consideration of MVU's expiring agreement with SENA, which addresses the majority of MVU's conventional resource need through June 2014, the Utility will need to address a meaningful open position for this resource type in the near future. The following table identifies the Utility's anticipated open position for conventional resources, net of anticipated renewable energy purchases.

TABLE 3: MORENO VALLEY ELECTRIC UTILITY OPEN POSITION FOR CONVENTIONAL RESOURCES, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Net Open Position, Conventional Energy (GWh)	12,382	75,097	149,761	164,428	185,458	199,509	210,616	216,050	226,852	235,926
Conventional Requirements Coverage (%)	89%	39%	0%	0%	0%	0%	0%	0%	0%	0%

As indicated in the previous table, approximately 89% of the Utility's conventional energy requirements for the 2013 calendar year, or 76% of the Utility's total energy requirements (which includes planned renewable energy purchases that are not yet under contract), have been addressed through an existing power purchase agreement with SENA. This fixed-price, block energy purchase agreement limits the Utility's exposure to market price volatility without promoting conditions of over-supply (which can impose transaction costs when remarketing excess energy volumes). The balance of necessary electric energy not addressed by the SENA agreement will be provided by Noble through its scheduling coordination agreement with MVU. Looking ahead to the 2014 calendar year, the Utility's conventional energy coverage ratio decreases significantly (to approximately 39%, or 33%, including planned renewable energy purchases that are not yet under contract) due to the expiration of its energy supply agreement with SENA (which occurs on June 30, 2014). With this contract expiration in mind, MVU will need to begin planning for its post-June 2014 energy requirements in mid-2013.

With regard to conventional generating resources, there are two primary forward contracting conventions that can be used to secure such energy supplies: 1) portfolio service (various term lengths) – through a portfolio service arrangement the buyer secures necessary energy supply by contracting with a single entity that controls operation of one or more generators that will be used to produce and deliver requisite electricity volumes to the buyer; the buyer has little to no influence with regard to the generator(s) that may be used to produce such volumes; and 2) unit-contingent (generator-specific, various term lengths) purchases – through a unit-contingent purchase arrangement, the buyer will receive contracted energy volumes from a specific generating facility (or group of facilities) that is controlled by the seller; to the extent that a buyer is interested in procuring electric energy from a specific geographic region or facility, unit-contingent contracting arrangements provide such opportunities. Within each of these categories, there are various pricing mechanisms that may be applied to address the mutual risk and administrative preferences of the buyer and seller. More specifically, pricing for such purchases may be fixed at the time of contract

execution, may be tied to a published pricing index (which changes over time) or may be tied to the cost of inputs, such as fuel and variable maintenance, that are required to operate such facilities – these structures are typically defined as “tolling” arrangement. Any remaining energy requirements, after accounting for conventional resources and renewable energy supplies purchased under forward contracts, can be met with short term system energy (unspecified) purchases. MVU will consider a wide range of potential procurement options when addressing its future conventional resource needs.

CAPACITY RESOURCES

The Moreno Valley City Council recently adopted, through Resolution No. 2012-99 (December 2012), a Resource Adequacy (“RA”) Program that addresses MVU’s plans with regard to the procurement of capacity reserves. More specifically, MVU’s RA Program is directly responsive to the CAISO Reliability Requirements Tariff, which specifies that all Load Serving Entities, including MVU, maintain a capacity reserve margin. Reserve capacity represents the amount of generating capacity over and above MVU’s predicted Demand that is necessary to provide an adequate Operating Reserve and is consistent with general Good Utility Practice. The procurement of reserve capacity ensures that resources are available when and where they are needed.

A portion of MVU’s capacity requirements must be procured from Local Reliability Areas (LA Basis and Big Creek/Ventura) as defined by the CAISO. MVU is required to demonstrate its local capacity requirement for each month of the following calendar year. The local capacity requirement is a percentage of the total (Southern California Edison service area) local capacity requirements adopted by the CPUC based on MVU’s forecasted peak load. MVU must demonstrate compliance or request a waiver from the CAISO requirement as provided for in cases where local capacity is not available.

According to MVU’s adopted RA Program, the Utility is designated responsibility for developing RA Plans to guide the procurement of capacity resources, including Local Capacity Area Resources as defined by the CAISO, adequate to serve the requirements of the City’s customers.

On an annual basis, MVU shall prepare a RA Plan for the following calendar year. The Annual Resource Adequacy Plan shall identify capacity resources owned or contracted for by the City sufficient to meet 90% of the following target Reserve Margins:

TABLE 4: MORENO VALLEY ELECTRIC UTILITY’S TARGETED ANNUAL RESERVE MARGINS

<u>RA Compliance Year</u>	<u>Reserve Margin</u>
2013	23% of forecast monthly peak loads
2014	46% of forecast monthly peak loads
2015	69% of forecast monthly peak loads
2016	92% of forecast monthly peak loads
2017 and subsequent years	115% of forecast monthly peak loads

The annual RA Plan shall set forth the Local Capacity Area Resources, if any, procured by MVU. MVU shall present the annual RA Plan to the City Council by September 1 of each year and shall send the approved plan to the CAISO by September 30 of each year or as otherwise required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals. MVU shall also prepare a monthly RA Plan by no later than the last business day of the second month prior to the month covered by the Plan (e.g., by February 28 for the month of April) or such earlier time as may be required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals. The monthly RA Plan shall identify capacity resources owned or contracted for by the City sufficient to meet 100% of the specified reserve margins shown in Table 4.

The monthly RA Plan shall identify all resources, including Local Capacity Area Resources that MVU will rely upon to satisfy the applicable month's peak hour Demand of MVU as determined by pertinent Demand Forecasts and the applicable Reserve Margin. MVU shall provide each Monthly Resource Adequacy Plan to the CAISO in the format and to the extent required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

To date, MVU has yet to contract for requisite reserve capacity but intends to initiate such efforts following the approval/adoption of a Resource Plan. The projected MVU reserve capacity needs are shown in Table 5 for total capacity and Table 6 for local capacity.

TABLE 5: MVU RESOURCE ADEQUACY CAPACITY PROJECTIONS (SYSTEM AND LOCAL, MW)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	3	4	4	5	4	5	7	7	8	6	5	5
2014	8	8	8	11	10	11	15	17	17	14	11	11
2015	14	15	15	20	19	20	27	30	31	25	20	21
2016	21	24	24	31	29	31	41	46	48	39	30	32
2017	31	35	35	45	42	45	60	66	69	57	45	47
2018	35	38	38	50	46	49	65	73	76	63	50	52
2019	38	41	41	54	50	53	71	78	82	68	54	56
2020	39	44	43	57	53	56	74	82	86	72	56	59
2021	42	46	46	59	55	59	77	86	90	75	59	62
2022	43	48	48	62	58	61	80	89	94	78	62	64

TABLE 6: MVU LOCAL RESOURCE ADEQUACY CAPACITY PROJECTIONS (MW)

Year	L.A. Basin (MW)	Big Creek/ Ventura (MW)
2013	2	1
2014	5	2
2015	9	3
2016	14	5
2017	20	8
2018	22	8
2019	24	9
2020	25	9
2021	27	10
2022	28	10

RPS REQUIREMENTS

On April 12, 2011, Governor Jerry Brown signed SB 2-1X, requiring public and private utilities to obtain 33% of their electricity from renewable energy sources by December 31, 2020 (California's Renewables Portfolio Standard, or "RPS"). This landmark legislation, which incorporated various reforms to California's RPS, expanded the role of the CEC in administering the RPS program for POUs and imposed additional compliance obligations on these organizations. In particular, the CEC was directed to: adopt regulations specifying RPS

enforcement procedures for POUs; certify and verify eligible renewable energy resources procured by POUs; and refer any compliance failures of POUs to the California Air Resources Board (CARB), which may impose penalties.³ Unlike the previous 20 percent RPS, which required POUs to develop internal renewable procurement “standards” without specifically obligating these entities to comply with the 20 percent procurement mandate, the currently effective RPS requires the governing boards of each POU to effectively implement the 33 percent procurement standard. Violations of the procurement standard will be referred to CARB and penalties may be imposed.

Prior to the 2020 compliance deadline, the new legislation imposes certain interim procurement requirements, which include the following: jurisdictional entities will be required to procure an average of 20% of renewable energy for the period of January 1, 2011 through December 31, 2013 (Compliance Period 1); 25% by December 31, 2016 (the period beginning January 1, 2014 and extending through December 31, 2016 has been termed Compliance Period 2), and 33% by 2020 (the period beginning January 1, 2017 and extending through December 31, 2020 has been termed Compliance Period 3). Other elements of the new RPS program establish specific procurement categories for renewable products that may be used for RPS compliance and provide certain opportunities for flexibility in the event that renewable energy procurement would impose upward pressure on customer rates.

Consistent with statute and related regulations, the RPS requirements can be met with a variety of renewable resource technology types and procurement methods. Eligible resources currently include the following:

- Biodiesel
- Biogas
- Biomass
- Conduit hydroelectric
- Digester gas
- Fuel cells using renewable fuels
- Geothermal
- Hydroelectric incremental generation from efficiency improvements
- Landfill gas
- Municipal solid waste
- Ocean wave, ocean thermal, and tidal current
- Photovoltaic
- Small hydroelectric (30 megawatts or less)
- Solar thermal electric
- Wind

RPS compliance can be met with procurement from renewable resources located within or deliverable to the state (“Bucket 1”), and with certain quantity limitations, procurement of shaped and firmed renewable energy (“Bucket 2”) and unbundled RECs from RPS qualifying resources (“Bucket 3”).

As required by SB 2-1X, the City Council adopted the Renewable Energy Resources Enforcement Program (“RPS Enforcement Program”) on January 10, 2012. Through the RPS Enforcement Program, the City Council established three compliance periods consistent with SB 2-1X, adopted RPS-eligible procurement goals for each of the three compliance periods and described the framework for how the City would implement the requirements and measures in SB 2-1X with respect to the RPS program. Section 10 of the RPS Enforcement Program directed the Electric Utility Manager to develop and present an RPS Procurement Plan to the City

³ California Energy Commission website, RPS Proceeding overview: <http://www.energy.ca.gov/portfolio/index.html>.

Council. As previously discussed, MVU’s RPS Procurement Plan is currently under development and will be presented to the City Council for discussion and approval as soon as it has been completed.

RENEWABLE RESOURCES

MVU intends to comply with California’s RPS subject to cost containment considerations that will be referenced when evaluating the effects of incremental renewable energy purchases on Utility costs and customer rates. With this in mind, MVU has identified the following renewable energy procurement targets that are generally consistent with current RPS procurement guidelines in each of the three defined compliance periods:

Compliance Period 1

As of the date of adoption of this RPS Procurement Plan the City has procured Eligible Renewable Energy Resources (as defined under the CEC Enforcement Procedures for the RPS for Local Publicly Owned Utilities) in an amount which satisfies approximately 25% of its total projected RPS procurement obligation for the three-year period beginning January 1, 2011 and ending December 31, 2013 (“Compliance Period 1”). Upon approval of this RPS Procurement Plan by the City Council, the City will act in good faith to purchase and schedule the maximum amount of Eligible Renewable Energy Resources that can be obtained through the end of Compliance Period 1, subject to cost limitation provisions described in the RPS Procurement Plan. The following table provides additional detail regarding the City’s Compliance Period 1 procurement targets with regard to each of the Portfolio Content Category products that have been described in the RPS.

Compliance Period 1

January 1, 2011 - December 31, 2013

	2011	2012	2013	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	106,430	108,078	123,101	337,610
Planned RPS Purchases (% of Total)	20%	20%	20%	20%
RPS Procurement Obligation (MWh)	21,286	21,616	24,620	67,522
Minimum Procurement of Portfolio Content Category 1 (MWh)	10,643	10,808	12,310	33,761
Maximum Procurement of Portfolio Content Category 3 (Certificates)	5,322	5,404	6,155	16,880
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,322	5,404	6,155	16,880

Compliance Period 2

For the three-year period beginning January 1, 2014 and ending December 31, 2016, MVU shall procure sufficient RPS-eligible resources to equal the sum of the following: (20 percent of 2014 retail sales) + (20

percent of 2015 retail sales) + (25 percent of 2016 retail sales), provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations described in the RPS Procurement Plan. MVU shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period. The following table provides additional detail regarding the City's Compliance Period 2 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 2

January 1, 2014 - December 31, 2016

	2014	2015	2016	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	138,608	168,270	194,016	500,895
Planned RPS Purchases (% of Total)	20%	20%	25%	21.9%
RPS Procurement Obligation (MWh)	27,722	33,654	48,504	109,880
Minimum Procurement of Portfolio Content Category 1 (MWh)	18,019	21,875	31,528	71,422
Maximum Procurement of Portfolio Content Category 3 (Certificates)	4,158	5,048	7,276	16,482
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,544	6,731	9,701	21,976

Compliance Period 3

For the four-year period beginning January 1, 2017 and ending December 31, 2020, MVU shall procure sufficient RPS-eligible resources to equal the sum of the following: (27 percent of 2017 retail sales) + (29 percent of 2018 retail sales) + (31 percent of 2019 retail sales) + (33 percent of 2020 retail sales), provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations described in the RPS Procurement Plan. MVU shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period. The following table provides additional detail regarding the City's Compliance Period 3 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 3

January 1, 2017 – December 31, 2020

	2017	2018	2019	2020	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	226,999	249,698	269,674	283,158	1,029,529
Planned RPS Purchases (% of Total)	27%	29%	31%	33%	30.2%
RPS Procurement Obligation (MWh)	61,290	72,413	83,599	93,442	310,743
Minimum Procurement of Portfolio Content Category 1 (MWh)	45,967	54,309	62,699	70,082	233,057
Maximum Procurement of Portfolio Content Category 3 (Certificates)	6,129	7,241	8,360	9,344	31,074
Residual Procurement from Portfolio Content Category 2 Resources	9,193	10,862	12,540	14,016	46,611

Subsequent Annual Compliance Periods

For each subsequent annual compliance period, MVU shall procure sufficient RPS-eligible resources to equal an average of 33 percent of retail sales, provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations described in the RPS Procurement Plan..

RPS OPEN POSITIONS

In an effort to better understand eligible renewable resource availability, pricing and transactional terms, the Small POU Group, which includes MVU, the Cerritos Electric Utility, the Corona Department of Water & Power, the Eastside Power Authority, the Rancho Cucamonga Municipal Utility and Victorville Municipal Utility Services, issued a Request for Information (RFI) focused on Eligible Renewable Energy Resources in October 2012. The RFI was issued for the purpose of gathering relevant information from renewable energy sellers sufficient to allow the POUs in the Small POU Group to develop renewable energy resource procurement plans pursuant to Public Utilities Code Section 399.30 (a), and to evaluate costs and options in connection with their respective obligations for compliance periods 1, 2 and 3 pursuant to Public Utilities Code Section 399.30(b).

In general terms, the Small POU Group received a highly robust RFI response which included many viable project opportunities proposed by qualified developers. Through these responses, the renewable energy market demonstrated that there is, depending on the outcome of negotiations and risk assessment, adequate supply to meet the near- and long-term renewable energy needs of the City.

With respect to RPS procurement, SB 2-1X identified three distinct Portfolio Content Categories (“PCCs”), or “Buckets”, that may be used to satisfy the procurement obligations of jurisdictional entities. PCC 1 renewable procurement entails the use of energy from qualified renewable energy generators located within the state or from out-of-state generators that can meet strict scheduling requirements to ensure deliverability to California. Use of PCC 1 resources is unlimited in demonstrating RPS compliance. PCC 2 resources refer to “firming and shaping” transactions where the energy produced by the renewable resource is not necessarily delivered to California; however, an equivalent amount of energy from a different resource is delivered to

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Resolution No. 2013-36
Date Adopted: June 11, 2013

California and bundled with renewable energy attribute, or RECs, produced by the eligible renewable generator. Finally, PCC 3 resource procurement relates to purchases of unbundled renewable energy certificates with no related physical energy delivery. SB 2-1X also references specific procurement guidelines for each PCC. These guidelines are summarized in the following table.

TABLE 7: SB 2-1X PROCUREMENT GUIDELINES FOR QUALIFYING RENEWABLE ENERGY PURCHASES

Portfolio ("PCC" or "Bucket")	Content Category	Description	Usage Limits (% of Renewable Energy)
PCC 1		In-state or dynamically scheduled	Minimum of 50% through 2013, 65% through 2016, 75% beginning in 2017
PCC 2		Firmed and shaped	Maximum of 50% through 2013, 35% through 2016, 25% beginning in 2017
PCC 3		Unbundled renewable energy certificates	Maximum of 25% through 2013, 15% through 2016, 10% beginning in 2017

MVU has drafted its RPS Procurement Plan in consideration of the SB 2-1X procurement guidelines. To date, MVU has engaged in limited renewable energy transactions as it monitors the development of regulatory guidelines, proposed legislation (which may substantially change the renewable energy procurement obligations imposed on POU), renewable energy resource availability and anticipated customer rate impacts. However, it is the intent of MVU to comply with applicable RPS procurement obligations through the administration of its RPS Procurement Plan. The following table shows MVU's renewable energy resource requirements, which has been quantified for the 10-year planning period.

TABLE 8: MORENO VALLEY ELECTRIC UTILITY RPS ENERGY REQUIREMENTS, 2013-2022

Renewable Energy Requirements (GWh)	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Bucket 1 (Bundled, In-State)	12,310	18,019	21,875	31,528	45,967	54,309	62,699	70,082	73,586	76,529
Bucket 2 (Bundled, Firmed and Shaped)	6,155	5,544	6,731	9,701	9,193	10,862	12,540	14,016	14,717	15,306
Bucket 3 (REC Only)	6,155	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Subtotal, RPS Renewable Energy Requirements	24,620	27,722	33,654	48,504	61,290	72,413	83,599	93,442	98,114	102,039

It is important to note that, due to typical project development timelines associated with renewable generator development, MVU's near-term renewable energy requirements will likely need to be served by existing generators that have already qualified for California RPS eligibility. Looking forward, MVU may choose to contract with yet-to-be developed resources for renewable energy needs that have been identified in the medium- and long-term planning horizons. These planning horizons will allow sufficient time for necessary solicitation and contracting activities (to be completed by MVU) as well as new resource development. Based on recently completed renewable energy solicitations throughout the market, including the Small POU Group's recently administered RFI, there appears to be ample renewable energy supply available for interested buyers, although prices are above the cost of conventional energy purchases. As discussed in this Plan, before making firm purchase commitments for additional renewable energy supply, MVU will continue to evaluate the cost/rate impacts that would result from additional renewable energy procurement.

PROCUREMENT

MVU will procure its net open positions using a combination of power purchase agreements of various terms (short, medium, long) and demand-side programs. The potential for MVU owned generation projects is not specifically addressed in this Plan, as there is no eminent timetable for the development of such resources. Such discussion may be added in future updates to this Plan based on specific development opportunities that

are being considered by the Utility. This section describes the types of resources MVU may procure and discusses various considerations that may influence MVU's procurement efforts.

SYSTEM RESOURCES AND SPECIFIED POWER PURCHASES

MVU may engage in purchases of unspecified system energy or unit specific purchases from natural gas-fueled generation. Energy products may include peak, off-peak, baseload, and shaped energy. MVU may purchase energy and/or capacity at fixed prices, indexed prices or through tolling agreements. Under a tolling agreement, MVU would obtain the right to electricity produced by a natural gas generation facility, and MVU would deliver the natural gas to the facility for conversion into electrical energy. Purchases of system energy will typically be for short and medium terms (< 5 years). Unit-specific and tolling agreements may be for short, medium and long terms. Natural gas purchases associated with tolling agreements, if applicable, will typically be for short to medium terms.

MVU expects to contract with additional counterparties for supply of system energy and capacity in anticipation of the termination of the SENA agreement. Execution of master power purchase and sale agreements with multiple, credit-worthy counterparties in the near term will enable energy purchases through execution of transaction-specific confirmations at the appropriate time.

CAPACITY RESOURCE PURCHASES

MVU may engage in purchases or sales of resource adequacy capacity from generation resources that qualify to meet resource adequacy requirements in accordance with CAISO rules. Terms may range from 1 month up to ten years. Capacity is also often bundled with energy and RECs under long-term renewable energy power purchase agreements, which may be pursued by MVU consistent with its RPS Procurement Plan.

RENEWABLE RESOURCE POWER PURCHASES

MVU will use a portfolio risk management approach in its power purchasing program, seeking low cost supply as well as diversity among technologies, production profiles, generation project sizes, project locations, counterparty, length of contract and timing of market purchases. These factors are taken into consideration when MVU engages the market.

MVU will manage its forward load obligations and supply commitments with the objective of balancing cost stability and cost minimization, while leaving some flexibility to take advantage of market opportunities or technological improvements that may arise. MVU has identified its open position separately for renewable resources (by compliance category), conventional resources, and on a total portfolio basis. MVU endeavors to maintain portfolio coverage targets of up to 100% in the near-term (0 to 5 years) and leaves a greater portion open in the mid to long term, consistent with generally accepted industry practice.

Generally, the renewable portion of the portfolio is met with longer term contracts, providing cost stability for the supply portfolio. MVU's guidelines for long term, bundled renewable energy purchases are shown in Table 9. Note that such guidelines reflect the percentage of the Utility's renewable energy requirements that may be placed under contract during each of the identified time horizons; such percentages may be adjusted in consideration of cost limitation principles referenced in MVU's RPS Procurement Plan.

TABLE 9: MORENO VALLEY ELECTRIC UTILITY RENEWABLE ENERGY CONTRACTING GUIDELINES

Time Horizon	Contracting Guideline (Contracts/Total RE Need)
Current Year	90% to 100%
Years 2 – 3	70% to 90%
Years 4 – 5	50% to 75%
Beyond Year 5	40% to 60%

MVU’s supply preference is for a mix of renewable energy technologies that will deliver energy in a pattern that is generally consistent with MVU’s load shape. Preferred purchase volumes from baseload (e.g., biomass, landfill gas, renewable fuel cells) and peaking renewable technologies (e.g., solar PV or CSP) should be in rough proportion to the Utility’s load profile, subject to adjustments for market conditions and technology price differentials that exist at the time of purchase. Recent market data suggests that peaking resources are likely to comprise a larger proportion of the renewable supply portfolio due to the recent rapid declines in prices for solar PV generation projects and the abundance of such projects in development. The actual renewable portfolio during the planning period will likely be more heavily weighted toward peaking energy production due to the prevalence of competitively priced solar projects. These observations were confirmed during the recent evaluation of responses that were received following distribution of the Small POU Group’s RFI for RPS-qualifying renewable energy supplies. MVU may also engage in purchases from as-available renewable generation (e.g., wind) to the extent that energy prices reflect a lower value due to their intermittency.

MVU has no explicit policy preference for any specific qualifying renewable energy technology, apart from the pricing and production profile considerations described above.

LOCAL RENEWABLE RESOURCE DEVELOPMENT

As part of its, renewable energy procurement strategy, the Utility may choose to independently develop locally situated, customer-sited renewable energy projects. City leadership has expressed an interest in developing these smaller-scale projects to the greatest extent practical. However, prices available in the current wholesale market for utility-scale renewable energy continue to decrease, resulting in price comparisons (relative to smaller-scale distributed generation) that place locally situated renewable generating capacity at a competitive disadvantage. Depending on project-specific details, pricing associated with certain locally-situated renewable capacity may exceed utility-scale alternatives by 50-100%. In some instances, the local economic and political benefits associated with local capacity installation(s) may outweigh the noted cost premium. However, as the operator of a relatively new utility, the City must remain cautious when evaluating these tradeoffs to avoid imposing disproportionate rate impacts on its customers. Looking forward, the City may choose to pursue development of select, locally-situated renewable project opportunities to supplement purchases from utility-scale project alternatives and will continue to support customer-sited renewable projects through its MVU Solar Program.

UTILITY ENERGY PROGRAMS – MVU SOLAR PROGRAM

MVU has developed various customer-focused energy programs that are designed to reduce overall energy consumption and total service costs. Such programs are focused in the areas of energy efficiency, demand response/reduction and local distributed generation development. In particular, The MVU Solar Program provides certain financial incentives to MVU customers based on the installed capacity or system performance of locally installed solar projects ranging from one kilowatt to one megawatt in size. This program has been developed in consideration of SB 1 and CEC Guidelines focused on statewide solar

deployment. As previously discussed, customers will participate in MVU's NEM service option following system installation. Customers who install solar electric generation systems 30 kW, or less, will qualify for MVU's Expected Performance Based Buydown ("EPBB") program which has a current rebate level of \$2.25 per AC watt installed. Customers installing solar electric generation systems larger than 30 kW will be subject to the Performance Based Incentive Rate ("PBI") which is paid over a 5 year period at a rate of 6 cents per kWh generated. MVU will own all the environmental attributes (RECs) produced for as long as the system exists. However, the customer may elect to retain the environmental attributes in exchange for a reduced incentive, which will consist of the PBI being paid over a 4 year period rather than 5 years. Stated rebate and incentive rates may change over time in consideration of various factors. Over the 10-year planning horizon, MVU anticipates that NEM participation will increase to approximately 3,000 kilowatts.

KEY PROCUREMENT CONSIDERATIONS

MVU may use a variety of procurement methods to ensure the availability and/or delivery of requisite energy and capacity products. Traditional procurement methods include bilaterally negotiated agreements, competitive solicitations (examples include: request for proposals and request for offers), and standard offer approaches, such as the MVU Solar Program. The applicability of each procurement method will depend on a range of factors, which include lead time (the amount of time before the desired product must be available and/or delivered), product/resource specificity (the extent to which MVU requires a highly specified product or resource type), required quantity, term of delivery and total anticipated cost. To the extent that certain purchases are required to meet the near-term needs of MVU customers, the Utility may elect to pursue direct, bilateral discussions with qualified suppliers, so that necessary transactions can be completed in a timely manner. For known resource needs that are not time-sensitive, such as the procurement of future renewable energy requirements, MVU may utilize competitive solicitations to ensure consideration of a broad range of project/product options that will provide the best portfolio fit and value for MVU customers.

Regardless of the chosen procurement method, it will be important for MVU to administer a program that "stages" procurement activities so that the Utility and its customers are insulated from market conditions that exist at any single point in time – while effectively timing market purchases may result in substantial cost savings for MVU customers, this procurement approach exposes the Utility to significant risk. By observing an ongoing, staged approach to energy procurement that attempts to diversify purchases across a broad range of contract term lengths (with different start dates), resource types and suppliers, the potentially adverse effects of a volatile energy market can be minimized. The remainder of this section addresses certain key considerations that will be observed by MVU to promote this diversified approach to energy procurement.

PROCUREMENT METHODS

For long term purchase commitments, MVU will typically use competitive solicitations which may take the form of an RFP or a similar process where a comparative analysis of proposals is made at a single point in time. A RFP may be used where a specific resource need has been identified, some degree of urgency exists in fulfilling the identified need, sufficient time exists to conduct an RFP, and management believes that an RFP would yield the most competitive outcome.

Bilaterally negotiated agreements in response to unsolicited proposals may be used for unique opportunities that are fleeting in nature such that timelines associated with an RFP would prevent MVU from engaging in beneficial procurement opportunities.

Short and medium term power purchases will typically be negotiated on a bilateral basis or via independent energy brokers, particularly in markets with sufficient market price transparency to ensure competitive procurement outcomes. These markets include 1) system energy at a defined CAISO trading hub for peak, off-peak, or baseload products; 2) unbundled RECs; and 3) short term resource adequacy capacity. This process allows for maximum operational flexibility to manage supply and demand imbalances in an efficient manner.

The Utility may also utilize ongoing, “seasonal” procurement processes and/or standard offer tariffs/contracts, as alternatives to the aforementioned procurement mechanisms. In the case of seasonal procurement processes, these mechanisms may be administered on an annual basis to address less urgent, longer term resource requirements in an opportunistic manner. Such processes also provide a good source of market intelligence while imposing moderate administrative burdens. Ongoing renewable energy and resource adequacy capacity needs tend to be well suited for such processes, as the Utility will want to regularly engage the market to determine pricing trends and product availability.

With regard to stand offer tariffs/contracts, such as renewable energy feed-in tariffs, these procurement options allow the Utility to develop narrowly defined product and contracting requirements which must be agreed to by all interested counterparties. Standard offer tariffs/contracts provide a useful mechanism for addressing select resource needs of the utility, particularly locally-situated renewable energy projects/products. Through a feed-in tariff the Utility will be able to specify applicable pricing, product quantities and project locations that will apply to all interested projects. In the event that the feed-in tariff is not fully subscribed (i.e., the specified energy or capacity limit has not been reached/achieved), additional qualifying projects will be able to engage the Utility through an expedited application and contracting process (which would require the acceptance of all specified terms, without modification) that minimizes the need for administrative approvals. Such procurement options may be well suited to advance locally developed renewable generating capacity without exposing the Utility to various project development risks and financing costs.

PROCUREMENT AUTHORITIES

Energy procurement authority varies depending upon the nature of the energy product being procured and the financial commitment associated with related agreements. MVU has adopted guidelines related to such purchases that balance the need for time-sensitive action and fiscal oversight. The appropriate procurement method and procurement authority are generally defined by the term of the energy product purchase, consistency with an approved resource plan, and whether capital financing is required.

The Moreno Valley City Council establishes procurement policies and objectives through adoption of the resource plan and related procedures. The Electric Utility Manager is authorized to execute certain contracts for energy products that are consistent with the approved resource plan, while other resource commitments require City Manager or City Council pre-approval prior to execution.

For shorter term power purchases, it is appropriate for the Electric Utility Manager to have discretion in contracting, consistent with its responsibilities and expertise in efficiently operating the Electric Utility. Time is often of the essence in such transactions, and these transactions are unlikely to raise policy considerations that require Council input. For long-term commitments, it is appropriate for the City Council to exercise a greater degree of oversight. The various energy procurement authorities are as follows:

SHORT-TERM CONTRACTS

Power purchase agreements (energy, capacity, RECs) with terms of 12 months or less may be entered into on MVU's behalf by the Electric Utility Manager. The Electric Utility Manager will report all such contracts to the City Council on a monthly basis.

MEDIUM-TERM CONTRACTS

Power purchase agreements (energy, capacity, RECs) with terms of greater than 12 months and less than or equal to 5 years and which are made pursuant to a Council approved resource plan may be entered into by the City Manager. The Electric Utility Manager and/or City Manager will report all such contracts to the City Council on a monthly basis.

LONG-TERM CONTRACTS

Power purchase agreements (energy, capacity, RECs) with terms of greater than 5 years shall require City Council approval prior to execution.

CAPITAL PROJECTS AND DEBT

Contracts associated with MVU ownership of generation assets or the assumption of debt by MVU in support of generation projects or power purchase agreements require City Council pre-approval.

OTHER ENERGY PROCUREMENT

Any procurement of energy products that is inconsistent with or that is not addressed in the adopted resource plan requires City Council pre-approval.

DOCUMENT REVISIONS

TABLE 10: MORENO VALLEY ELECTRIC UTILITY 10-YEAR RESOURCE PLAN - HISTORY OF DOCUMENT REVISIONS

Version	Approval Date	Description of Changes
1.0.D	NA	Initial Draft

APPENDIX A: LOAD AND RESOURCE TABLES

Moreno Valley Electric Utility Resource Balance May-13

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Energy Requirements (MWh)										
Retail Load	123,101	138,858	168,574	194,366	227,408	250,149	270,161	283,669	297,852	309,766
Energy Efficiency and Distributed Generation	0	-250	-303	-350	-409	-450	-486	-511	-536	-558
Retail Load (Net of EE/DG)	123,101	138,608	168,270	194,016	226,999	249,698	269,674	283,158	297,316	309,208
Distribution Line Losses and Unaccounted For Energy	7,386	8,316	10,096	11,641	13,620	14,982	16,180	16,989	17,839	18,553
Total Energy Requirements	130,487	146,925	178,367	205,657	240,618	264,680	285,855	300,147	315,155	327,761
Renewable Energy Content (%)										
RPS Qualifying	20%	20%	20%	25%	27%	29%	31%	33%	33%	33%
Bucket 1 Minimum Limits	50%	65%	65%	65%	75%	75%	75%	75%	75%	75%
Bucket 2 Maximum Limits	50%	35%	35%	35%	25%	25%	25%	25%	25%	25%
Bucket 3 Maximum Limits	25%	15%	15%	15%	10%	10%	10%	10%	10%	10%
Renewable Energy Requirements (GWh)										
Bucket 1 (Bundled, In-State)	12,310	18,019	21,875	31,528	45,967	54,309	62,699	70,082	73,586	76,529
Bucket 2 (Bundled, Firmed and Shaped)	6,155	5,544	6,731	9,701	9,193	10,862	12,540	14,016	14,717	15,306
Bucket 3 (REC Only)	6,155	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Subtotal, RPS Renewable Energy Requirements	24,620	27,722	33,654	48,504	61,290	72,413	83,599	93,442	98,114	102,039
Conventional Energy Requirements (includes energy bundled with Bucket 3)										
	112,022	123,361	149,761	164,428	185,458	199,509	210,616	216,050	226,852	235,926
Existing and Planned Renewable Resources (GWh)										
Subtotal Bucket 1	-	-	-	-	-	-	-	-	-	-
Subtotal Bucket 2	-	-	-	-	-	-	-	-	-	-
Subtotal Bucket 3	6,155	-	-	-	-	-	-	-	-	-
Subtotal, Existing and Planned RPS Renewable Resources	6,155	-	-	-	-	-	-	-	-	-
Open Position, RPS Renewables (GWh)										
Bucket 1	12,310	18,019	21,875	31,528	45,967	54,309	62,699	70,082	73,586	76,529
Bucket 2	6,155	5,544	6,731	9,701	9,193	10,862	12,540	14,016	14,717	15,306
Bucket 3	0	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Subtotal, Open Position, Renewables	18,465	27,722	33,654	48,504	61,290	72,413	83,599	93,442	98,114	102,039
Future Renewable Resources (GWh)										
Generic Renewables	-	-	-	-	-	-	-	-	-	-
Bucket 1	-	-	-	-	-	-	-	-	-	-
Bucket 2	-	-	-	-	-	-	-	-	-	-
Bucket 3	-	-	-	-	-	-	-	-	-	-
Subtotal Future RPS Renewable Resources (GWh)	-	-	-	-	-	-	-	-	-	-
Open Position, RPS Renewable Energy (GWh), Net of Future Generic Renewables										
Bucket 1	12,310	18,019	21,875	31,528	45,967	54,309	62,699	70,082	73,586	76,529
Bucket 2	6,155	5,544	6,731	9,701	9,193	10,862	12,540	14,016	14,717	15,306
Bucket 3	0	4,158	5,048	7,276	6,129	7,241	8,360	9,344	9,811	10,204
Subtotal, Net Open Position, RPS Renewable Energy	18,465	27,722	33,654	48,504	61,290	72,413	83,599	93,442	98,114	102,039
RPS Renewable Requirements Coverage (%)										
	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Existing and Planned Conventional Resources (GWh)										
SENA 2009 Peak	65,392	32,064	-	-	-	-	-	-	-	-
SENA 2009 Off Peak	34,248	16,200	-	-	-	-	-	-	-	-
Subtotal, existing Conventional Resources	99,640	48,264	-	-	-	-	-	-	-	-
Open Position, Conventional Energy (GWh)										
	12,382	75,097	149,761	164,428	185,458	199,509	210,616	216,050	226,852	235,926
Future Conventional Resources (GWh)										
Generic conventional resources	-	-	-	-	-	-	-	-	-	-
Net Open Position, Conventional Energy (GWh)										
	12,382	75,097	149,761	164,428	185,458	199,509	210,616	216,050	226,852	235,926
Conventional Requirements Coverage (%)										
	89%	39%	0%	0%	0%	0%	0%	0%	0%	0%
Total Energy Under Contract (GWh)										
	99,640	48,264	-	-	-	-	-	-	-	-
Net Open, All Physical Energy (GWh)										
	30,847	98,661	178,367	205,657	240,618	264,680	285,855	300,147	315,155	327,761
Total Energy Contract Coverage (%)										
	76%	33%	0%	0%	0%	0%	0%	0%	0%	0%

APPENDIX B: RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN

APPENDIX C: RESOURCE ADEQUACY PROGRAM



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: June 11, 2013

TITLE: APPROVE RESOLUTION NO. 2013-37 ADOPTING A RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN PURSUANT TO CALIFORNIA SENATE BILL 2-1X (SB2-1X).

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2013-37 adopting a Renewable Energy Resources Procurement Plan pursuant to California Senate Bill 2-1X.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A.

BACKGROUND

California Senate Bill 2-1X (SB 2-1X) became effective December 10, 2011. The bill requires all publicly owned utilities to adopt a Renewable Portfolio Standard (RPS) program with prescribed goals for procuring renewable energy resources and the criteria for achieving such goals. The bill also requires publicly owned utilities to adopt a plan for enforcing the provisions of the bill. The City Council adopted the Renewable Energy Resources Enforcement Program ("RPS Enforcement Program") on January 10, 2012. Through the RPS Enforcement Program, the City Council established the following, consistent with the requirements of SB 2-1X:

- Three (3) compliance periods –
 - Compliance period one: January 1, 2011 through December 31, 2013
 - Compliance period two: January 1, 2014 through December 31, 2016
 - Compliance period three: January 1, 2017 through December 31, 2020

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

Section 10 of the RPS Enforcement Program directed the City Manager to develop and present an RPS Procurement Plan to the City Council.

DISCUSSION

The Procurement Plan describes in greater detail how the renewable energy targets established for each compliance period will be achieved.

Compliance Period 1

Moreno Valley Utility (MVU) has purchased eligible renewable energy resources in an amount which is approximately 25% of its total projected RPS procurement obligation for Compliance Period 1. Upon approval of the RPS Procurement Plan by the City Council, MVU will act in good faith to purchase and schedule the maximum amount of eligible renewable energy resources that can be obtained through the end of Compliance Period 1; provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations.

Compliance Period 2

For the three-year period beginning January 1, 2014 and ending December 31, 2016 (“Compliance Period 2”) MVU will act in good faith to procure and schedule sufficient RPS-eligible resources to equal the sum of the following: (20 percent of 2014 retail sales) + (20 percent of 2015 retail sales) + (25 percent of 2016 retail sales), provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations.

Compliance Period 3

For the four-year period beginning January 1, 2017 and ending December 31, 2020 (“Compliance Period 3”), MVU shall procure sufficient eligible renewable energy resources to equal the sum of the following: (25 percent of 2017 retail sales) + (25 percent of 2018 retail sales) + (25 percent of 2019 retail sales) + (33 percent of 2020 retail sales); provided, however, that the amount of dollars expended on eligible renewable energy resources shall not exceed the applicable cost limitations.

Cost Limitations

The Procurement Plan recommends establishing Cost Limitations regarding the purchases of renewable energy. The Cost Limitation is the maximum amount that the City will spend on renewable energy to prevent MVU rates from exceeding those of SCE, to allow MVU to build reserves, and to allow MVU to comply with other mandates. The Cost Limitation for Compliance Period 1 is proposed to be \$400,000. The Cost Limitation for Compliance Periods 2 and 3 are proposed to be an amount not to exceed 2.5% of total annual revenue from electricity sales to retail customers. The Cost Limitation will be reviewed on an annual basis.

ALTERNATIVES

1. Approve the proposed Resolution, adopting a Renewable Energy Procurement Plan pursuant to California Senate Bill 2-1X. Staff recommends this alternative.
2. Do not approve the proposed Resolution, adopting a Renewable Energy Procurement Plan pursuant to California Senate Bill 2-1X. Staff does not recommend this alternative. *The City could be found non-compliant with the State mandate for renewable energy.*

FISCAL IMPACT

The Procurement Plan proposes renewable energy purchases in an amount not to exceed \$400,000 for Compliance Period 1, and an amount not to exceed 2.5% of total annual revenues from electricity sales to retail customers for Compliance Periods 2 and 3. These amounts will be budgeted each fiscal year in Purchased Power, account 6010-70-80-45510-710110.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

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

NOTIFICATION

Posting of agenda, and notices published in a newspaper of general circulation on May 16 and May 23, 2013.

ATTACHMENTS

Attachment 1 – Proposed Resolution

Attachment 2 – MVU Renewable Energy Resources Procurement Plan.

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

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

RESOLUTION NO. 2013-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
 MORENO VALLEY, CALIFORNIA, ADOPTING A
 RENEWABLE ENERGY RESOURCES PROCUREMENT
 PLAN PURSUANT TO CALIFORNIA SENATE BILL 2-1X

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

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

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

WHEREAS, the State of California passed Senate Bill 2 (1st Extraordinary Session) ("SB 2-1X"), effective as of December 10, 2011, requiring POUs, including the City, to adopt and implement, among other things, a renewable energy resources enforcement program that requires POUs to procure a minimum quantity of eligible renewable energy resources over certain periods, subject to a cost limitation and other flexible compliance measures adopted by the POUs' respective governing board; and

WHEREAS, in accordance with Public Utilities Code section 399.30(e) (added by SB 2-1X), the City Council, as the governing board of the City, adopted Resolution 2012-02 on January 10, 2012, adopting and establishing a renewable energy resources enforcement program for the enforcement of the City's obligations under SB 2-1X ("RPS Enforcement Program"); and

WHEREAS, in accordance with Public Utilities Code section 399.30(a), the RPS Enforcement Program directs staff to develop and present a renewable energy resources procurement plan ("RPS Procurement Plan") to the City Council; and

WHEREAS, the City has taken various steps, including the City's participation in a request for information distributed jointly by several small POUs, to obtain information from market participants on the expected cost and sufficiency of supply of renewable resources meeting the requirements of SB 2 1-X and the unique portfolio risks and cost limitations of small POUs ("RPS Information"); and

1
 Resolution No. 2013-37
 Date Adopted: June 11, 2013

WHEREAS, the City has analyzed the RPS Information and factors underlying the use of flexible compliance measures in a manner that assures good faith compliance with SB 2 1-X while recognizing the unique circumstances facing the City as a small POU; and

WHEREAS, based on information and factors analyzed by the City, the City has developed a draft RPS Procurement Plan that (1) describes the resources the City plans to use to meet the procurement targets described in the RPS Enforcement Program and (2) includes the flexible compliance measures that the City requests the City Council to adopt for the first compliance period under SB 2 1-X;

WHEREAS, the City has provided notice and distributed material related to its draft RPS Procurement Plan in accordance with Public Utilities Code section 399.30(f); and

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

SECTION 1. The RPS Procurement Plan set forth in Attachment 2, which is attached hereto and incorporated herein, is hereby approved and adopted.

SECTION 2. As authorized in SB 2 1-X, flexible compliance measures are hereby approved and adopted, as follows:

A cost limitation for procurement expenditures is hereby approved and adopted (as described in Section 7 of the RPS Procurement Plan).

SECTION 3. The City Manager or his/her authorized designee is authorized and directed to do and perform all acts required to implement the RPS Procurement Plan, and to periodically report to the City Council.

2
Resolution No. 2013-37
Date Adopted: June 11, 2013

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2013-37³
Date Adopted: June 11, 2013

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. 2013-37 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

4
Resolution No. 2013-37
Date Adopted: June 11, 2013

Renewable Energy Resources Procurement Plan

This Renewable Energy Resources Procurement Plan (“RPS Procurement Plan”) shall apply to the City of Moreno Valley operating through its municipal electric utility (“City”).

Section 1: Definitions

The definitions set forth in Public Resources Code (“PRC”) § 25741 and Public Utilities Code (“PUC”) § 399.12 are incorporated herein. Capitalized terms in this RPS Procurement Plan, as first identified in parentheses, shall have the meaning given to such term in the body of this RPS Procurement Plan

Section 2: Previous Adoption of the RPS Enforcement Program

As required in Senate Bill 2 in the 2011-2012 First Extraordinary Session (“SB 2-1X”) with respect to California’s renewables portfolio standard (“RPS”), the City Council adopted the Renewable Energy Resources Enforcement Program (“RPS Enforcement Program”) on January 10, 2012. Through the RPS Enforcement Program, the City Council established three compliance periods consistent with SB 2-1X, adopted RPS-eligible procurement goals for each of the three compliance periods and described the framework for how the City would implement the requirements and measures in SB 2-1X with respect to the RPS program. Section 10 of the RPS Enforcement Program directed the City Manager to develop and present an RPS Procurement Plan to the City Council.

Section 3: Purpose

This document comprises the City’s RPS Procurement Plan. This RPS Procurement Plan describes how the City will achieve its RPS procurement requirements consistent with optional compliance measures specified in SB 2-1X and applicable to the City’s status as a small publicly owned utility (“POU”).

Section 4: Specified RPS Procurement Targets

SB 2-1X has the purpose of meeting the State’s RPS requirements of 33% for all utilities by 2020. In the RPS Enforcement Program, the City Council adopted general RPS procurement targets for each of the three Compliance Periods. Pursuant to PUC § 399.30(b) and (c), the City Council adopts and further specifies the RPS procurement targets, as follows:

Compliance Period 1

As of the date of adoption of this RPS Procurement Plan the City has procured Eligible Renewable Energy Resources (as defined under the CEC Enforcement Procedures for the RPS for Local Publicly Owned Utilities) in an amount which satisfies approximately 25% of its total projected RPS procurement obligation for the three-year period beginning January 1, 2011 and ending December 31, 2013 (“Compliance Period 1”). Upon approval of this RPS Procurement Plan by the City Council, the City will act in good

faith to purchase and schedule the maximum amount of Eligible Renewable Energy Resources that can be obtained through the end of Compliance Period 1; provided, however, that the additional costs incurred due to procurement of Eligible Renewable Energy Resources, determined as the difference in the projected cost of conventional energy resources and the projected cost of Eligible Renewable Energy Resources (“Incremental RPS Procurement Cost”) shall not exceed \$400,000, which, in addition to costs already incurred prior to approval of this RPS Procurement Plan, is the amount adopted by the City Council as the cost limitation for Compliance Period 1 as described hereunder in Section 7. The following table provides additional detail regarding the City’s Compliance Period 1 procurement targets with regard to each of the Portfolio Content Category products that have been described in the RPS.

Compliance Period 1
January 1, 2011 – December 31, 2013

	2011	2012	2013	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	106,430	108,078	123,101	337,610
Planned RPS Purchases (% of Total)	20%	20%	20%	20%
RPS Procurement Obligation (MWh)	21,286	21,616	24,620	67,522
Minimum Procurement of Portfolio Content Category 1 (MWh)	10,643	10,808	12,310	33,761
Maximum Procurement of Portfolio Content Category 3 (Certificates)	5,322	5,404	6,155	16,880
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,322	5,404	6,155	16,880

Compliance Period 2

For the three-year period beginning January 1, 2014 and ending December 31, 2016 (“Compliance Period 2”) the City will act in good faith to procure and schedule sufficient Eligible Renewable Energy Resources to equal the sum of the following: (20 percent of 2014 retail sales) + (20 percent of 2015 retail sales) + (25 percent of 2016 retail sales) provided, however, that the Incremental RPS Procurement Cost shall not exceed the applicable cost limitations described in Section 7. The following table provides

additional detail regarding the City’s Compliance Period 2 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 2
January 1, 2014 – December 31, 2016

	2014	2015	2016	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	138,608	168,270	194,016	500,895
Planned RPS Purchases (% of Total)	20%	20%	25%	21.9%
RPS Procurement Obligation (MWh)	27,722	33,654	48,504	109,880
Minimum Procurement of Portfolio Content Category 1 (MWh)	18,019	21,875	31,528	71,422
Maximum Procurement of Portfolio Content Category 3 (Certificates)	4,158	5,048	7,276	16,482
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,544	6,731	9,701	21,976

Compliance Period 3

For the four-year period beginning January 1, 2017 and ending December 31, 2020 (“Compliance Period 3”), the City will act in good faith to procure sufficient Eligible Renewable Energy Resources to equal the sum of the following: (27 percent of 2017 retail sales) + (29percent of 2018 retail sales) + (31 percent of 2019 retail sales) + (33 percent of 2020 retail sales); provided, however, that the Incremental RPS Procurement Cost shall not exceed applicable cost limitations described in Section 7. The following table provides additional detail regarding the City’s Compliance Period 3 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 3
January 1, 2017 – December 31, 2020

	2017	2018	2019	2020	Total
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	226,999	249,698	269,674	283,158	1,029,529
Planned RPS Purchases (% of Total)	27%	29%	31%	33%	30.2%
RPS Procurement Obligation (MWh)	61,290	72,413	83,599	93,442	310,743
Minimum Procurement of Portfolio Content Category 1 (MWh)	45,967	54,309	62,699	70,082	233,057
Maximum Procurement of Portfolio Content Category 3 (Certificates)	6,129	7,241	8,360	9,344	31,074
Residual Procurement from Portfolio Content Category 2 Resources	9,193	10,862	12,540	14,016	46,611

Subsequent Annual Compliance Periods

For each subsequent annual compliance period, the City will act in good faith to procure sufficient Eligible Renewable Energy Resources to equal an average of 33 percent of retail sales; provided, however, that the Incremental RPS Procurement Cost shall not exceed the applicable cost limitations described in Section 7.

Section 5: Status of RPS Procurement Efforts

A. Purchase of Unbundled Renewable Energy Credits

The City entered into a Renewable Energy Credits Agreement (“Agreement”) with Iberdrola Renewables, Inc. on February 22, 2012 for the purpose of purchasing renewable energy certificates/credits (“RECs”) that would facilitate the City’s compliance with applicable provisions of SB 2-1X. The Agreement specified delivery of 16,687 unbundled RECs produced by RPS-eligible wind generating facilities during the 2011 calendar year. As noted, the City entered into this Agreement in an effort to demonstrate measurable progress towards meeting California’s RPS procurement target for Compliance Period 1. This certificate volume represents approximately 25% of the

City's renewable energy procurement obligation for Compliance Period 1, which totals approximately 68,000 MWhs.

B. Request for Information – RPS Procurement

Concurrent with development and adoption of this RPS Procurement Plan, the City Manager has commissioned the development of a 10-year resource plan, which describes the applicable policies, procurement processes and resource requirements to meet the City's current and future electric loads. The resource plan will evolve over time as additional information is obtained. Based on information contained in the current resource plan, the City Council makes the following findings:

- i. California's renewable energy market has been changing rapidly and may now provide more competitive opportunities for the City. Legislative mandates and implementing regulations, conditions of over-supply in the solar industry, the demonstration of near-term RPS compliance by California's investor owned utilities (the industry's largest renewable energy buyers), and many other factors have exerted significant downward pressure on prices associated with various utility-scale renewable energy projects/technologies.
- ii. Somewhat offsetting these downward pressures are planned procurement increases, which are specified in California's RPS, in the amounts of in-state renewable energy products that must be purchased by jurisdictional load serving entities, including the City – these regulatory requirements have lead some renewable energy suppliers and project developers to incorporate price increases in longer-term contracting proposals (for California-based generators), as there appears to be some uncertainty regarding planned resource availability (more specifically, the likelihood of success associated with various projects that are included in the interconnection queue/development pipeline) and future renewable energy pricing/value.
- iii. The California renewable energy market has attracted many relatively inexperienced project developers, which have viewed the current legislative/regulatory environment in a very opportunistic manner. As a result, contracting opportunities are plentiful but the ability of certain developers to successfully finance these projects is questionable. The City must carefully assess risk associated with any contracting opportunities and take appropriate measures to mitigate any such risk.
- iv. Photovoltaic solar has experienced the deepest price reductions over the past 18-24 months. During this time period, utility-scale solar energy pricing has dropped nearly 50%: prices have fallen from the \$150/MWh+ range to approximately \$70-\$85/MWh on a levelized basis.

- v. Wind pricing proposals continue to be received in the range of \$70/MWh to \$90/MWh; this intermittent resource may result in certain imbalance, system integration and/or congestion charges that will increase overall costs associated with project deliveries. Baseload renewable resources, such as biomass, biogas, and geothermal technologies, continue to price energy in the range of \$80/MWh to \$100/MWh, which captures the additional value associated with minimized production variation and reserve capacity.
- vi. Renewable energy contracting opportunities were not economically viable for the City during the initial months of Compliance Period 1 when renewable energy prices were much higher than they are today. However, relatively recent price reductions present new contracting opportunities for the City, and these recent price reductions require consideration relative to the cost limitations provisions identified in Section 7.
- vii. In an effort to better understand Eligible Renewable Energy Resource availability, pricing and transactional terms, in October 2012, the Small POU Group, which includes the City, the Cerritos Electric Utility, the Corona Department of Water & Power, the Eastside Power Authority, the Rancho Cucamonga Municipal Utility and Victorville Municipal Utility Services, issued a Request for Information (“RFI”) focused on Eligible Renewable Energy Resources in October 2012. The RFI was issued for the purpose of gathering relevant information from sellers of Eligible Renewable Energy Resources sufficient to allow the POU’s in the Small POU Group to develop renewable energy resource procurement plans pursuant to PUC Section 399.30 (a), and to evaluate costs and options in connection with their respective obligations for Compliance Periods 1, 2 and 3 pursuant to PUC Section 399.30(b). The Small POU Group received many viable project opportunities proposed by qualified developers. Through these responses, the renewable energy market demonstrated that there is, depending on the outcome of negotiations and risk assessment, adequate supply to meet the near- and long-term renewable energy needs of the City. Based on the results of the RFI, the incremental cost of RPS compliance is estimated in the following table. Note that these estimates are subject to change and broadly reflect of market conditions as of April 2013.

	Compliance Period 1			Compliance Period 2		
	2011	2012	2013	2014	2015	2016
Total RPS Compliance Cost - Low Range* (Premium Only - \$)	\$ 369,845	\$ 375,572	\$ 427,777	\$ 492,752	\$ 512,384	\$ 656,016
Total RPS Compliance Cost - High Range* (Premium Only - \$)	\$ 651,885	\$ 661,980	\$ 753,995	\$ 921,052	\$ 1,032,339	\$ 1,405,402

	Compliance Period 3			
	2017	2018	2019	2020
Total RPS Compliance Cost - Low Range* (Premium Only - \$)	\$ 740,583	\$ 702,277	\$ 697,782	\$ 883,028
Total RPS Compliance Cost - High Range* (Premium Only - \$)	\$ 1,693,976	\$ 1,751,010	\$ 1,830,414	\$ 2,452,856

Section 6: Application of Banking Rules

Pursuant to PUC § 399.30(d)(1), and consistent with Section 8 of the RPS Enforcement Program, the City Council adopts the following rules for excess procurement:

- A. The City may apply excess procurement in one compliance period to a subsequent compliance period, subject to the following limitations: Electricity products that exceed the maximum limit for Portfolio Content Category 3, as specified in PUC § 399.16(c), must be subtracted from the calculation of excess procurement.
- B. The City may begin accruing excess procurement as of January 1, 2011.
- C. Excess procurement meeting these requirements may be applied to any future compliance period and shall not expire.

Section 7: Application of Flexible Compliance Mechanisms

A. Cost Limitation

- 1. *Relevant Factors.* The following factors are relevant to the City's adoption of cost limitations and potential application of cost limitations to reduce the amount of Eligible Renewable Energy Resources that the City may procure to meet its RPS obligation:
 - i. The City is one of the smallest POUs in California and has been in operation less than 10 years. The City incurred significant start up costs, including payment of exit fees to Southern California Edison, and the City may not be able to procure Eligible Renewable Energy Resources in volumes sufficient to satisfy its RPS targets without imposing disproportionate rate impacts on the City's customers.
 - ii. The City's rates cannot exceed those of Southern California Edison without creating a disproportionate rate impact on the City's customers.
 - iii. The City has conducted cost of service studies, and has adopted a resource adequacy policy. The City is beginning to establish financial reserves and rate stabilization funds consistent with prudent utility practices. Procuring Eligible Renewable Energy Resources in amounts which exceed cost limitations described below in Sections 7.A.3 and 7.A.4 could compromise the City's ability to accrue reserves and/or meet other procurement obligations focused

on grid reliability and sufficiency of supply (such as Resource Adequacy).

2. *Information Reviewed* – Pursuant to PUC § 399.30(d)(3), and consistent with Section 9 of the RPS Enforcement Program, the City Council has relied on the following information to establish a limitation on the Incremental RPS Procurement Costs for all Eligible Renewable Energy Resources: i) The information on cost and availability of Eligible Renewable Energy Resources which is contained in this RPS Procurement Plan and which was obtained through the aforementioned RFI; ii) the expected cost of building, owning and operating an Eligible Renewable Energy Resource, as described in Section 5; and iii) the potential that some planned resource additions may be delayed or cancelled.
3. *Establishment of Initial Cost Limitation* – The City Council hereby establishes a limitation on the Incremental RPS Procurement Costs for Compliance Period 1 of \$400,000 plus the cost of Renewable Energy Credits purchased to meet a portion of the City’s Compliance Period 1 obligation (“Initial Cost Limitation”). For Compliance Period 1, the City is not obligated to expend any funds on RPS procurement in excess of the Initial Cost Limitation.
4. *Establishment of Cost Limitation for Compliance Period 2 and Compliance Period 3 and thereafter* – The City Council hereby establishes a cost limitation on the Incremental RPS Procurement Cost as follows:
 - i. 2.5% of total annual revenues from electricity sales to retail customers. not including public goods charges and taxes;
 - ii. In no event shall the purchase of renewable energy volumes required to ensure the City’s compliance with applicable RPS procurement guidelines result in customer rate impacts that would lead to the City’ electric rates exceeding those of Southern California Edison.
5. *Modifications to Cost Limitation* – The City will review the cost limitations annually as part of its budget process to determine whether (i) the cost limitations continue to assure that there are no disproportionate rate impacts between the City’s customers and those of Southern California Edison in the City of Moreno Valley; (ii) that the cost limitations are not unreasonably restricting the City in pursuing longer term, lower risk investment in Eligible Renewable Energy Resources, and (iii) that the City is able to continue to demonstrate good faith in pursuing the objectives of SB 2-1X and

meeting the State's overall RPS goals. In approving contracts for the purchase of Eligible Renewable Energy Resources, the City reserves the right to exceed cost limitations if the contract provides offsetting benefits to the electric customers of the City.

B. Modification of the Portfolio Content Category Requirements

Consistent with PUC § 399.16(e), and as described in Section 6 of the RPS Enforcement Program, the City Council may modify the minimum and maximum requirements in PUC § 399.16(c) for the various portfolio content categories ("PCC Requirements") if the City demonstrates that it cannot comply with the PCC Requirements because of: (a) conditions beyond the control of the City due to any of the conditions set forth in PUC § 399.15(b)(5), PUC § 399.15(c), or other conditions adopted by the City Council based on facts reasonably found by the City Council to be consistent with the intent of PUC § 399.15(b)(5), PUC § 399.15(c), or PUC § 399.18 and the unique circumstances facing the City as a small POU.

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: June 11, 2013

TITLE: MORENO VALLEY ELECTRIC UTILITY (MVU) SOLAR INCENTIVE PROGRAM 2013/14 UPDATES

RECOMMENDED ACTION

Recommendation:

1. Approve Moreno Valley Electric Utility (MVU) Solar Incentive Program 2013/14 updates.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

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

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

Program on October 11, 2011; Resolution 2012-06 on January 24, 2012, establishing Electric Rates for Net Energy Metering (NEM) Surplus Energy Compensation for Moreno Valley Electric Utility; and Updates to Moreno Valley Electric Utility Solar Program on June 12, 2012.

DISCUSSION

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

Conforming to the rules of SB 1, the following guidelines are included in the MVU Solar Incentive Program:

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

To date, the MVU Solar Electric Incentive Program has provided over \$500,000 in rebates. The MVU grid has over 1 megawatt of connected solar generation. The proposed updates are intended to follow the requirements of SB1 and the California Solar Initiative and create an equitable rebate system to benefit MVU customers and are listed below:

- 1) For solar installations under 30 kW, the rebate will be \$2.00 per AC watt, installed;

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

ALTERNATIVES

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

FISCAL IMPACT

The program has been funded by Public Purpose funding which City Council formally adopted on January 13, 2004. The pending 2013/2014 budget year has allocated \$300,000 for the solar rebate program. The Public Purpose Program is required by existing law, and continues to collect PPP funds as required. **Public Purpose Program funds can only be utilized under a strict umbrella of programs, determined at the State level of government.**

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

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

POSITIVE ENVIRONMENT:

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

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment 1: MVU Solar Incentive Program 2013/14 Overview

Attachment 2: Moreno Valley Electric Utility (MVU) Residential Solar Electric Rebate Program Application for 2013/2014.

Attachment 3: Net Energy Metering (NEM) Interconnection Agreement for Residential Solar Electric Generating Facilities with Moreno Valley Electric Utility.

Prepared By:
Michelle Pierce
Electric Utility Program Coordinator

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

Concurred By:
Jeannette Olko
Electric Utility Division Manager

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



MVU Solar Incentive Program Overview Effective July 1, 2013

Program Requirements

- The MVU Solar Rebate is available to MVU electric customers only
- The qualifying system must be on same premises as the customer
- All solar system components must be new and approved by MVU. Panels and inverters must appear on the latest California Energy Commission certified photovoltaic modules list or certified inverters list as posted on the Go Solar California website
- Panels must be warranted for 25 years, and inverters and labor for 10 years
- An electric meter must be in place to monitor the system's performance
- This program is limited to funds available on a first-come-first-served basis
- The minimum installation size eligible for a rebate is 1 kW (1,000 watts)
- The maximum installation size eligible for a rebate 1 MW (1,000,000 watts)
- Customers who install solar electric generation systems 30 kW, or less, will qualify for the Expected Performance Based Buydown (EPBB) program which has a rebate level at \$2.00 per AC watt installed
- Customers installing solar electric generation systems larger than 30 kW will be subject to the Performance Based Incentive Rate (PBI) which is paid over a 5 year period at a rate of 6 cents per kWh generated and MVU will own all the environmental attributes (RECS) produced for as long as the system exists. The customer may elect to retain the environmental attributes in exchange for a reduced incentive. The reduced incentive will consist of the Performance Based Incentive Rate being paid over a 4 year period rather than 5 years
- Customers will only receive rebates for systems installed that are sized at 100% of the maximum average historical usage for the past 24 months. For customers with less than 2 years account history, the average will be based on available data
- EPBB qualified customer rebate amounts are limited to \$14,000 for residential systems, or \$50,000 for small commercial, or 50% of the total cost of the project

- All solar electric generation systems larger than 30 kW will have Professional Engineers approval before submittal
- The actual amount of the EPBB rebate will take into consideration solar panel output, inverter efficiency and design factors such as climate, azimuth, tilt and shading. The calculation of the amount of rebate will be based on the **CSI Rating** on the CSI (California Solar Initiative) web site, *WWW.GOSOLARCALIFORNIA.ORG*
- All incentive payments are based on available funds and verification of installation
- Moreno Valley Electric Utility (MVU) reserves the right to determine program eligibility

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



**Moreno Valley Electric Utility (MVU)
Residential Solar Electric Rebate Program
Application for 2013/2014**

Required Information for processing rebate reservation:

Customer:

Applicant (Customer Name on MVU Utility Account)

Customer Account Number

Installation Address (Street, City, ZIP)

Billing Address - if different than installation address (Street, City, ZIP)

Applicant Phone Number

Applicant email address

Contractor/Installer: *(the following sections to be completed by contractor)*

Installer name

Contractor name

Business Address

Contact person name, phone #, and email address

State Contractors License Class and Number, Expiration Date

City of Moreno Valley Business License Number, Expiration Date

System Specifications: *(equipment must be on CEC-approved list)*

Modules (Manufacturer, Model Number, PTC Power Rating, Quantity)

Inverters (Manufacturer, Model Number, CEC Efficiency, Quantity)

Design Factor for Site:

Orientation (south, west, southwest) _____

Tilt (5 to 55 degrees) _____ Azimuth _____ Shade Analysis _____

Orientation (south, west, southwest) _____

Tilt (5 to 55 degrees) _____ Azimuth _____ Shade Analysis _____

Calculated System Output in AC Watts

System Output in AC Watts (includes total module output watts x inverter efficiency x design factor), per **CSI EPBB Calculator**:

Total Rebate Amount Requested (\$2.00 x above listed AC Watts):

This application must be completed in entirety and submitted with a copy of the solar installation contract for a rebate reservation to be processed.

Required documentation for processing solar rebate:

1. Two signed copies of Residential Net Energy Metering (NEM) Interconnection Agreement (including selection on page 7)
2. MVU Net Metering and Surplus Compensation Enrollment Form
3. Electric Single Line Diagram
4. Site Plan
5. Solar Panel Electric Specifications
6. Electric Inverter Drawings
7. Proof of residential Energy Audit (online self-audit permissible)

Certification

Each undersigned certifies that

- the information in this form is true and correct to the best of my knowledge
- the solar PV system is intended to offset part or all of the customer's electrical needs at the site of the installation
- the site is within the service territory of the Moreno Valley Electric Utility

In addition, each undersigned understands and agree that the choice of improvements, the selection of contractors, the purchase of items and acceptance of materials used and work performed and the payments thereof is the sole responsibility of the owner. Moreno Valley Electric Utility does not endorse, recommend or make any representations as to specific brands, products, contractors or dealers; nor does it guarantee material or workmanship. Further, undersigned agree to indemnify and hold harmless the City of Moreno Valley, its officers, employees and agents from and damages related to the use or installation of PV-related equipment.

Customer Name

Signature of Customer

Date

Contractor Name

Name and title of signer

Signature

Date

For Office Use Only

Date Received _____

Project Number _____

Rebate Amount _____

Rebate Check Requested by _____ Date _____

Rebate Check Approved by _____ Date _____

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Customer note: Please return two original agreements to MVU

Net Energy Metering (NEM) Interconnection Agreement For Residential Solar Electric Generating Facilities With Moreno Valley Electric Utility

This Net Energy Metering (NEM) Interconnection Agreement for Solar Electric Generating Facilities (“Agreement”) is made and entered into by and between _____ (“Customer”) and the City of Moreno Valley Electric Utility (“MVU”).

1. APPLICABILITY

This Agreement is applicable only to customers who satisfy all requirements of the definition of an “Eligible Customer-Generator” as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement. Customer represents that Customer is an Eligible Customer-Generator.

2. DESCRIPTION OF CUSTOMER'S SOLAR ELECTRIC GENERATING FACILITY

2.1 Customer elects to interconnect and operate a solar electrical generating facility, with a capacity of not more than 1,000 kW that is located on Customer’s owned leased or rented premises (“Generating Facility”) in parallel with MVU’s electric grid.

2.2 Customer represents that the Generating Facility is intended primarily to offset part or all of the Customer's own electrical requirements at the premises listed below:

Customer name _____

Physical address/Installation address: _____

Billing address of Customer: ____

Account Number: _____

Customer Phone number: _____

Photovoltaic (“PV”) Nameplate Rating: ____kW dc

3. INTERRUPTION OR REDUCTION OF DELIVERIES

3.1 MVU shall not be obligated to accept or pay for, and may require Customer to curtail, interrupt or reduce, deliveries of available energy from its Generating Facility (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of MVU's system, or (b) if MVU determines in its sole discretion that such curtailment, interruption, or reduction is convenient or necessary due to emergency, forced outage, force majeure, or compliance with prudent electrical practices.

3.2 Whenever reasonably possible, MVU shall give Customer reasonable notice of the possibility that curtailment, interruption or reduction of such deliveries may be required.

3.3 Notwithstanding any other provision of this Agreement, if at any time MVU determines that either (a) the Generating Facility or its operation may endanger the health, safety or welfare of MVU personnel, any person or the public, or (b) the continued operation of the Generating Facility may endanger the integrity of MVU's electric system, any property or the environment, MVU shall have the right to enter onto Customer's premises and disconnect Customer's Generating Facility from MVU's system. Customer's Generating Facility shall remain disconnected until such time as MVU is satisfied that the condition(s) referenced in (a) and (b) of this Subsection 3.3 have been corrected.

4. INTERCONNECTION

4.1 Customer shall deliver the available energy to MVU at the Required Meter (as defined in Subsection 6.1 below) located on the Customer's premises.

4.2 Customer shall not commence parallel operation of the Generating Facility until Customer receives written approval from MVU's Authorized Representative. MVU's Authorized Representative shall provide such written approval within ten (10) working days from MVU's receipt of a copy of the final inspection or approval of the Generating Facility that has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.

4.3 MVU shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. Customer shall notify MVU in accordance with the terms of Section 15, herein, at least five days prior to such inspection.

5. CUSTOMER REQUIREMENTS

5.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and permits.

5.2 Customer shall conform to all applicable solar electrical generating system safety and performance standards established by the National Electrical Code (“NEC”), the Institute of Electrical and Electronics Engineers (“IEEE”), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories, applicable building codes, and to all applicable Moreno Valley Utility Electric Rules, as may be amended from time to time.

5.3 Customer shall install a visible disconnect switch for the Generating Facility . The disconnect switch shall be lockable in the open position and directly accessible to MVU employees at all times. Disconnect shall be installed in close proximity to, or no more than eight (8') feet from MVU's electric meter.

6. REQUIRED METER

6.1 In accordance with MVU's published Electrical Rules and Rates, MVU shall own, operate and maintain on Customer's premises a single meter capable of registering the flow of energy in two directions (“Required Meter”).

6.2 If the existing electrical meter of Customer is not capable of measuring the flow of energy in two directions, MVU shall be responsible for the costs of its purchase and installation.

6.3 An additional meter or meters to monitor the flow of energy in each direction may be installed with the consent of Customer, at the expense of MVU, and the additional metering shall be used only to provide the information necessary to accurately bill or credit Customer pursuant to Section 11 below, or to collect solar electric generating system performance information for research purposes.

6.4 If an additional meter or meters are installed, the Net Energy Metering (as defined in Subsection 11.1 below) calculation shall yield a result identical to that of a single meter.

7. MAINTENANCE AND PERMITS

Customer shall (a) maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to Section 5, and (b) obtain any

governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities. Customer shall reimburse MVU for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility.

8. ACCESS TO PREMISES

MVU may enter Customer's premises (a) to inspect, at reasonable hours, Customer's protective devices and read or test meters, and (b) to disconnect, without notice, the interconnection facilities if, in MVU's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, MVU's facilities, or property of others from damage or interference caused by Customer's Generating Facility or lack of properly operating protective devices.

9. INDEMNITY AND LIABILITY

9.1 Except as to MVU's negligence or willful misconduct, Customer shall defend, indemnify and hold harmless the MVU, its officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including without limitation any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, expense, or attorneys' fees) for injury or death to any person, and damage to property, including without limitation property of either Party, arising out of or in connection with (a) any act or omission in the engineering, design, construction, destruction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facility, (b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility, or (c) the Generating Facility.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. INSURANCE

10.1 To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. MVU shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation.

10.2 If Customer meets the standards and rules set forth in Section 5, Customer shall not be required to purchase any additional liability insurance over and above that referenced in Subsection 10.1.

10.3 Prior to MVU's execution of this Agreement, Customer shall provide MVU with evidence of Customer's compliance with the requirements of this section.

11. RATES AND BILLING

11.1 All rates charged will be in accordance with Customer's otherwise applicable tariff (rate schedule), as in effect from time to time, on a Net Energy Metering basis. "Net Energy Metering" means measuring the difference between the energy supplied through the electric grid to the Customer and the energy generated by Customer's Generating Facility and fed back to the electric grid over a twelve-month period.

11.2 Customer's otherwise applicable tariff (rate schedule) or "OAT" means the rate schedule in MVU's published Electric Rules and Rates that would otherwise apply to Customer from time to time for electrical services to the premises, provided that Customer's OAT shall not include Rate Schedule NEM.

11.3 Customer is responsible for paying all charges in its OAT including the minimum charges (including service, customer, reliability, or demand charges), when applicable, regardless of Customer's monthly or annual net generation.

11.4 Customer is subject to any new or additional charge(s) that may be imposed by MVU on the other customers in the rate class to which Customer would otherwise be assigned.

11.5 Customer's twelve-month period, as set forth in Subsection 11.1 herein, shall commence with the Customer's regularly scheduled meter read date following the date of final interconnection.

11.6 If Customer's OAT is the Residential or General Service Rate, the following provisions apply:

11.6.1 The annualized Net Energy Metering calculation shall be made by measuring the difference between the energy supplied to Customer and the energy generated by Customer and fed back to MVU's grid over a twelve-month period. At the end of each twelve-month period, and at each anniversary date thereafter, MVU shall determine if Customer was a net consumer or a net generator of energy during the twelve-month period. In the event the energy supplied by MVU during the twelve-month period exceeds the energy generated by Customer during that same period, Customer is a net energy consumer.

11.6.2 If Customer is a net energy consumer, MVU will bill Customer for the net energy consumed during the twelve-month period based on Customer's OAT and Customer shall pay for such net energy consumed annually.

11.7 If Customer's OAT employs "time of use" rates, any net energy consumed monthly shall be calculated according to the terms of the OAT. When Customer is a net generator during any discrete time of use period over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as MVU would charge for retail kilowatt-hour sales during that same time of use period. If Customer's time of use electrical meter is unable to measure the flow of energy in two directions, the provisions of Section 6 shall apply.

11.8 If Customer's OAT employs "tiered" rates, any net energy consumed monthly shall be calculated according to the terms of the OAT. When Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as MVU would charge for the same tiered quantity of energy during that billing period.

12. CUSTOMER PAYMENT SCHEDULE FOR NET ENERGY GENERATION

12.1 MVU shall provide Customer with Net Energy Metering consumption and generation information on a monthly basis. Such monthly update shall include the current accrued balance owed to MVU for Net Energy Metering charges, or current accrued credits for Net Energy Metering generation, whichever applies.

12.2 If the energy generated exceeds the energy consumed by the Customer, the Customer is a net energy generator. If Customer is a net generator of energy over a normal billing period, any excess kilowatt-hours generated during the billing period shall be carried forward as a kWh credit to the following billing period (until the end of the Customer's twelve-month period).

12.3 At the end of each twelve-month period, the following provisions apply:

12.3.1 MVU shall retain any net surplus energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC"), and Customer's monetary value shall be reset to zero for the subsequent twelve-month period. No payment will be made to Customer for the excess energy delivered to MVU's grid, unless Customer elects a compensation option in Subsection 12.3.3.

12.3.2 Customer may be eligible for net surplus energy compensation. The Customer's net surplus energy compensation shall be calculated over a twelve-month period beginning with the Customer's

regularly scheduled meter read date at the start of their next 12 month billing cycle.

12.3.3 At the end of the twelve-month period, upon certification by the Customer that they have sole ownership of the environmental attributes and REC associated with the excess energy generated from the Generating Facility in accordance with Subsection 12.3.5, Customer may receive net surplus energy compensation for net surplus energy by affirmatively electing one of the following methods (Please initial just one):

A. ___ *Receive compensation based on an annual time differentiated per kilowatt-hour rate for net surplus energy generated during the prior twelve-month period.*

B. ___ *Receive the net surplus energy as a kilowatt-hour credit calculated using the net surplus energy compensation rate and applied against future billing periods.*

___ *(Please initial) By making this election, I also agree that all environmental attributes and REC associated with the kilowatt-hours generated shall be the property of MVU.*

12.3.4 Affirmative elections remain effective for each twelve-month period following the execution of such election. Customers are eligible to revise their net surplus energy compensation elections by giving written notice to MVU at least thirty-days prior to the beginning of each succeeding twelve-month period.

12.3.5 Customer hereby certifies that they have sole ownership of the environmental attributes and REC associated with the excess energy generated from the Generating Facility. For Customers who elect to receive net surplus energy compensation based on a per kilowatt-hour rate in accordance with Subsection 12.3.3, the environmental attributes and REC associated with the kilowatt-hours in which the Customer received net surplus energy compensation at the per kilowatt-hour rate shall be the property of MVU. Customer hereby transfers to MVU all rights, title, and interest Customer has to such environmental attributes and REC. Customers who elect to receive net surplus energy compensation based on a per kilowatt-hour credit calculated using the net surplus energy compensation rate and applied in accordance with Subsection 12.3.3 may elect to transfer to MVU all rights, title, and interest Customer has to such environmental attributes and REC.

12.4 If Customer terminates service under this Agreement prior to the end of any twelve-month period, MVU shall reconcile Customer's energy consumed and generated following the last reconciliation, according to the requirements set forth

in this Agreement, except that those requirements shall apply only to the months since the most recent twelve-month bill.

12.5 Rate Schedule—NEM, in effect on the effective date of this Agreement and as established by MVU through The City of Moreno Valley's City Council from time to time, is incorporated into this Agreement as though set forth herein in full. This Agreement is the Standard Contract—NEM referenced in Rate Schedule-NEM.

13. GOVERNING LAW, VENUE

This Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of California as if executed and to be performed wholly within the State of California, without regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Agreement shall be brought only in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county.

14. MODIFICATIONS, WAIVER, INTERPRETATION

14.1 No amendment or modification to this Agreement shall be effective unless in a writing duly executed by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

14.2 This Agreement shall supersede any existing agreement with MVU under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the effective date of this Agreement.

14.3 This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

14.4 Except as expressly modified herein, MVU's published Rates and Rules as adopted from time to time by MVU shall continue to be applicable to MVU's provision of electrical service to Customer.

15. NOTICES

All written notices shall be directed as follows:

Electric Utility Division Manager
Moreno Valley Electric Utility
Public Works Department
14331 Frederick Street, Suite 2
P.O. Box 88005
Moreno Valley, CA 92552-0805

16. TERM AND TERMINATION OF AGREEMENT

16.1 This Agreement shall become effective on the date this Agreement is duly executed by both Parties as set forth in Section 18 below, and shall continue in full force and effect until terminated as provided herein.

16.2 This Agreement shall terminate on the earliest to occur of:

16.2.1 The thirtieth day after Customer gives MVU prior written notice of termination with or without cause in accordance with Section 15; or

16.2.2 The date both Parties agree in writing to terminate this Agreement;
Or

16.2.3 The first day after MVU gives Customer written notice of termination for cause, provided that MVU shall first have given Customer written notice of Customer's breach of this Agreement and within thirty days of MVU's sending notice of such breach, Customer fails to cure such breach or, if such breach requires more than thirty days to cure, Customer fails to promptly commence cure of such breach and diligently prosecute such cure to completion; or

16.2.4 The date MVU is no longer the electric supplier to Customer's premises; or

16.2.5 The date changes to Customer's electric load, or other circumstances, cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement.

16.3 After termination of this Agreement, any electric service provided by MVU to Customer shall be pursuant to and in accordance with Customer's OAT.

17. AUTHORIZED REPRESENTATIVE

MVU's Authorized Representative is the Electric Utility Division Manager or his/her designee.

18. ASSIGNMENT PROHIBITED

Customer understands and agrees that this Agreement is personal to Customer and that Customer shall not assign or transfer in any way all or any portion of this Agreement to any other person or entity of any kind. Any attempt by Customer to assign or transfer in any way all or any portion of this Agreement shall be void.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused **TWO ORIGINALS** of this Agreement to be executed by their duly authorized representatives on the dates set forth below.

This Agreement is effective as of the latter of the dates set forth below.

Moreno Valley Electric Utility

Customer: _____

By: _____
Jeannette Olko
Electric Utility Division Manager

Date: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

Date: _____



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: June 11, 2013

TITLE: AUTHORIZE THE CITY OF MORENO VALLEY TO GRANT SOUTHERN CALIFORNIA EDISON COMPANY AN EASEMENT OVER A PORTION OF REAL PROPERTY NEAR THE SOUTHWEST CORNER OF DELCRESTA DRIVE AND HIDDEN SPRINGS DRIVE (APN: 260-384-003)

RECOMMENDED ACTION

Recommendations:

1. Authorize the Mayor to execute the Grant of Easement for a permanent easement over a portion of real property located near the southwest corner of Delcresta Drive and Hidden Springs Drive (APN: 260-384-003) from the City of Moreno Valley to the Southern California Edison Company (SCE) and sign the SCE Purchase Offer.
2. Direct the City Clerk to forward the executed Grant of Easement and signed SCE Purchase Offer to Capital Projects for further processing and recordation.

BACKGROUND

SCE has requested a permanent easement over a small portion of City of Moreno Valley property in order to permit for the installation and maintenance of electrical equipment in a small underground vault. The subject easement area consists of 110 square feet and is located within the City's landscape and maintenance area (Community Services District, Zone E-2, Hidden Springs). SCE submitted a Grant of Easement (Attachment 2) accompanied by a formal Purchase Offer (Attachment 3) and has offered to pay the City \$2,500 for this permanent easement. City staff considers this amount to be just compensation for the proposed easement and City processing costs.

DISCUSSION

The purpose of this staff report is to facilitate the transfer of a permanent easement from the City of Moreno Valley to SCE. The area included in this transfer measures 110 square feet and is located within a landscape and maintenance area (Community Services District, Zone E-2, Hidden Springs). The City is receiving the appraised value of \$1,000 for the easement area, plus an additional \$1,500 to cover City processing costs. Granting this easement will allow SCE to install and maintain their new electrical equipment. City staff in Special Districts has reviewed the request and recommends granting the easement to SCE.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in the staff report. This alternative will allow SCE to install the necessary equipment to serve the immediate area.
2. Do not approve and authorize the recommended actions as presented in this staff report. This alternative will negatively impact SCE’s ability to install the necessary equipment and hinder their ability to serve the immediate area.

FISCAL IMPACT

Allocation of Deposit

The monies collected from SCE will be allocated as follows:

Measure A, Account No. 2001-99-99-92001-589900	\$1,500
General Fund, Account No. 1010-99-99-91010-589900	\$1,000
Total Payment from SCE	\$2,500

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

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

ADVOCACY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

ATTACHMENTS

- Attachment 1: Location Map
- Attachment 2: Grant of Easement
- Attachment 3: SCE Purchase Offer

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

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

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

Concurred By:
Richard Teichert
Chief Financial Officer/City Treasurer

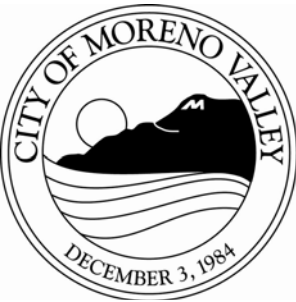
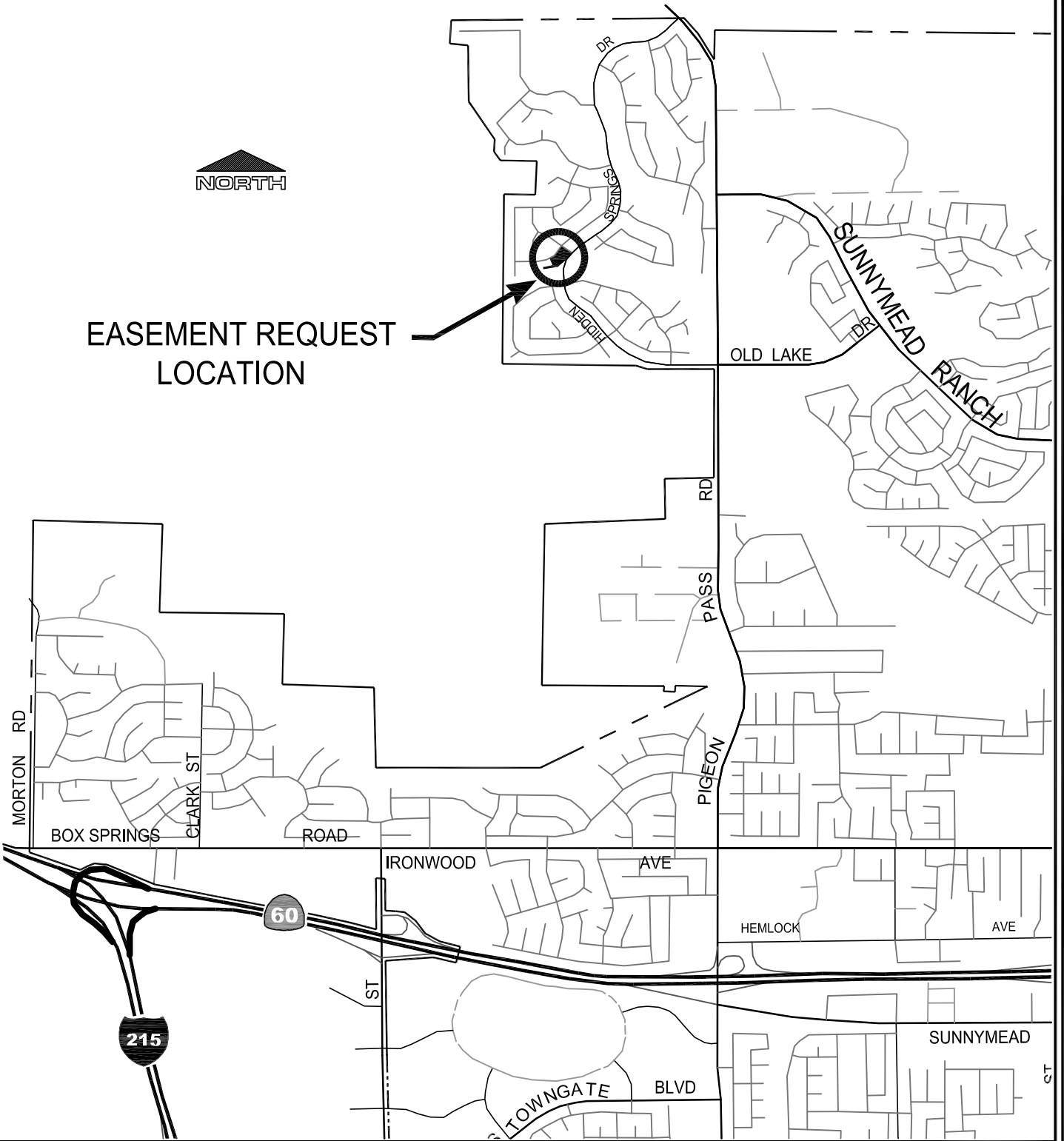
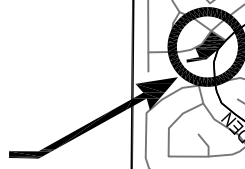
Concurred By:
Candace Cassel
Special Districts Division Manager

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

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EASEMENT REQUEST
LOCATION



<h1>LOCATION MAP</h1>	
Public Works Department Capital Projects Division	<p>PROPOSED SOUTHERN CALIFORNIA EDISON EASEMENT</p> <p>APN 263-384-003</p> <p>PROJECT NUMBER 801 0001 70 77</p>
Scale: None	
ATTACHMENT 1	

Date: 16 May 13 - 4:53 pm
File: W:\CopProj\Diana V\SCE Easement Loc Map\Rev_Location Map.dwg
User: deepoks

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RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ <u>NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)</u>	DISTRICT Menifee	WORK ORDER TD513092	IDENTITY	MAP SIZE
	FIM 658-1690-5 APN 260-384-003	APPROVED: Real Properties	BY SLS/SM	DATE 12/19/12
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME				

CITY OF MORENO VALLEY (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Riverside, State of California, described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20__.

GRANTOR

CITY OF MORENO VALLEY

Signature

Print Name

Title

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a
corporation

Dino J. LaBanca,
Real Properties Department

Date _____

State of California)
)
County of _____)

On _____ before me, _____, notary public
(here insert name of 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 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 _____

(This area for notary stamp)

State of California)
)
County of _____)

On _____ before me, _____, notary public
(here insert name of 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 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 _____

(This area for notary stamp)

EXHIBIT "A"

A 22.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 9, TRACT NO. 20550-14, AS PER MAP FILED IN BOOK 204, PAGES 61 AND 62 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HIDDEN SPRINGS ROAD, 66.00 FEET WIDE, WITH THE CENTERLINE OF DELCRESTA DRIVE, 60.00 FEET WIDE, AS SHOWN ON SAID MAP; THENCE ALONG THE CENTERLINE OF SAID DELCRESTA DRIVE, NORTH 50°12'00" WEST 114.00 FEET; THENCE SOUTH 39°48'00" WEST 30.00 FEET TO THE SOUTHWESTERLY LINE OF SAID DELCRESTA DRIVE AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTH 39°48'00" WEST 5.00 FEET.

CONTAINING AN AREA OF 110 SQ. FT.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Prepared by me or under my direction:

Dated: Dec. 20, 2012

Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 6-30-13

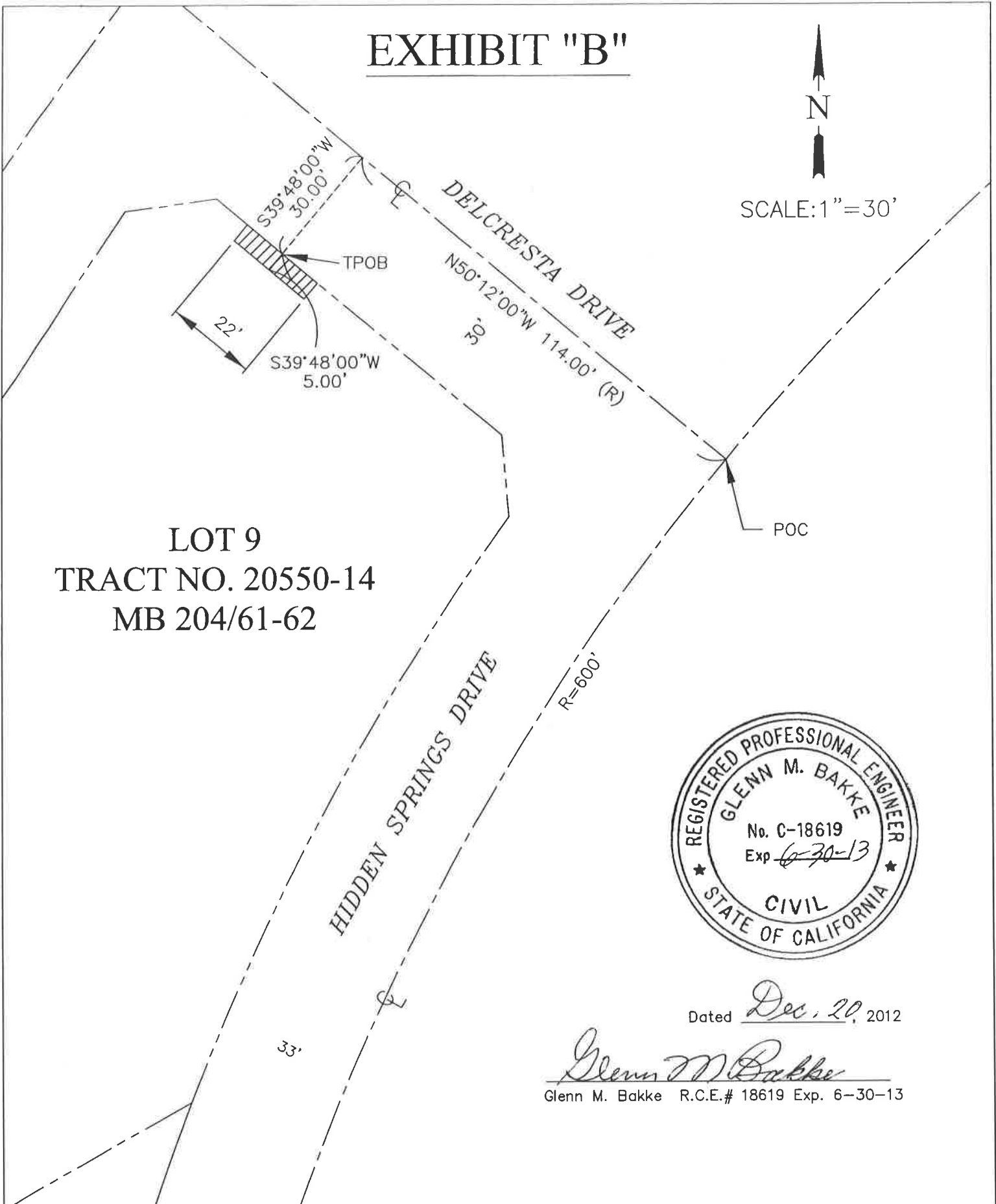


EXHIBIT "B"



SCALE: 1" = 30'

LOT 9
TRACT NO. 20550-14
MB 204/61-62



Dated Dec. 20, 2012

Glenn M. Bakke
Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-13

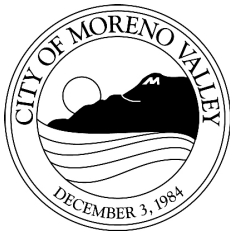
SCE EASEMENT		
DSB		
TD# 513092	SLS/SM	12/19/12



DENOTES SCE EASEMENT
AREA =

Item No. A.7

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: June 11, 2013

TITLE: AUTHORIZE EXECUTION OF QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE INTEREST IN FOUR STORM DRAIN EASEMENTS FOR MORENO MDP LINE J AND LINE J-9 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER THE COOPERATIVE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.

RECOMMENDED ACTION

Recommendations:

1. Authorize the Mayor to execute the Quitclaim Deeds transferring all rights, title and interest in and to four storm drain easements for Moreno MDP Line J and J-9 per Easement Deeds recorded as Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584 in the Official Records of Riverside County, California.
2. Direct the City Clerk to forward the four signed Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

BACKGROUND

On March 13, 2012, the City Council authorized the City Manager to execute a Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (the District) and the City of Moreno Valley for Moreno Master

Drainage Plan Lines J and J-9 storm drain facilities. The City completed the construction of these Master Planned storm drain facilities with Cactus Avenue/Nason Street Improvement project in May 2013.

DISCUSSION

Prior to start of construction of drainage facilities, the City acquired the necessary flood control storm drain easements for Moreno Master Drainage Plan lines J and J-9.

The Cooperative Agreement requires that upon completion of the construction but prior to the District's acceptance for ownership and maintenance, the City is to convey all corresponding flood control right of way to the District. Therefore, it is necessary to quit claim the City's title interest in four Easement Deeds recorded as Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584 in the Official Records of Riverside County, California in order to allow the District to operate and maintain the storm drain facilities located within said storm drain easements.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative is in accordance with the Cooperative Agreement and would allow for the maintenance of the storm drain facilities by the District.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative is not in accordance with the Cooperative Agreement and would result in costly maintenance undertaking for City staff.*

FISCAL IMPACT

There is no Fiscal Impact with the recommended action items.

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

The City recently completed the construction of master planned storm drain facilities Line J and J-9 with Cactus Avenue/Nason Street Improvement project. Pursuant to a Cooperative Agreement, the City is conveying its interest in storm drain easements over Line J and J-9 to Riverside County Flood Control and Water Conversation District in order to allow the District to operate and maintain the storm drain facilities located within said storm drain easements.

ATTACHMENTS

- Attachment 1: Location Map
- Attachment 2: Proposed Quit Claim Deed package for Instrument Numbers 2011-0548110, 2011-0548111, 2012-0130583 and 2012-0130584

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

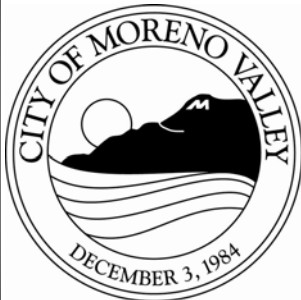
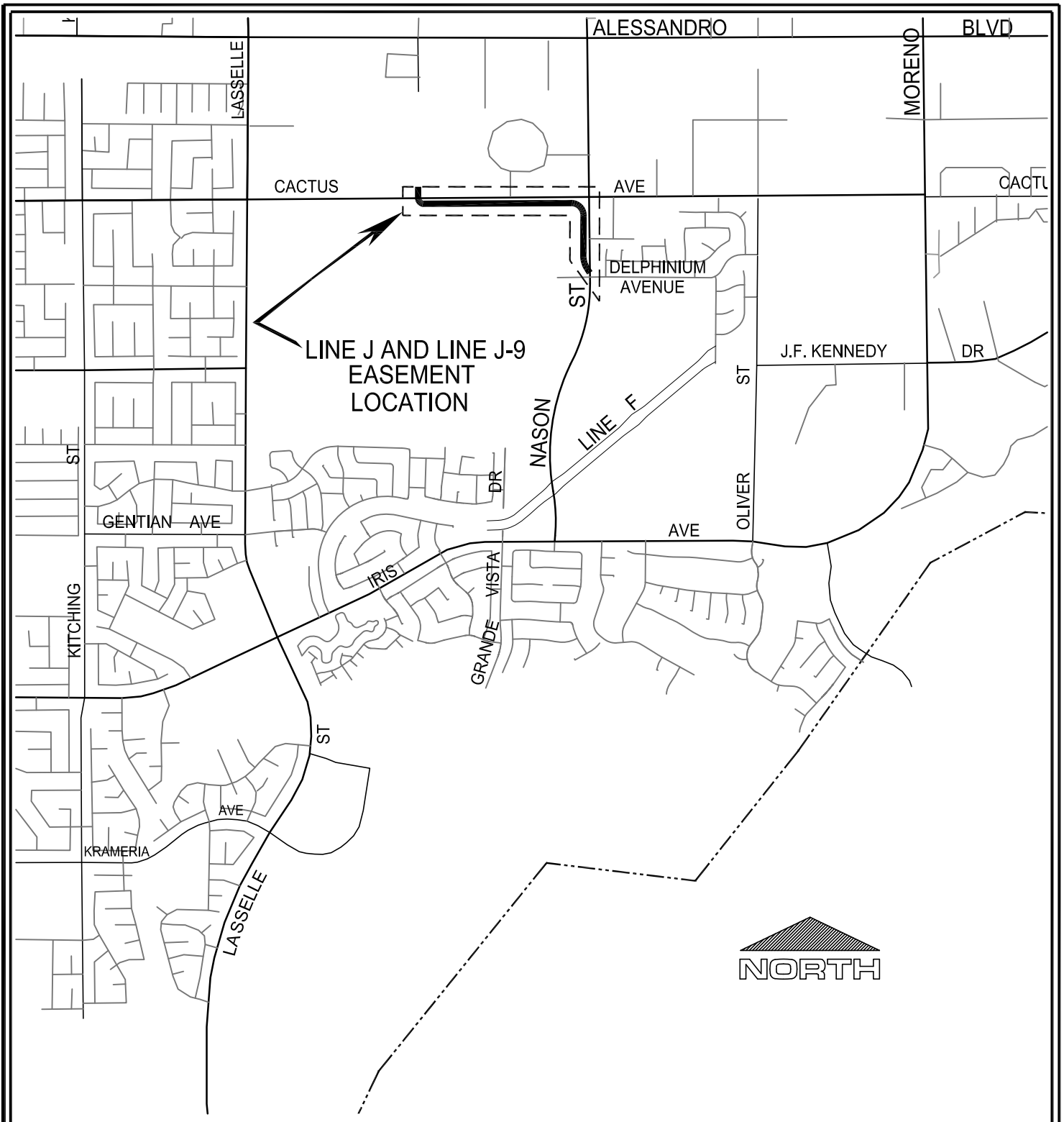
Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

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

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

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Date: 21 May 13 - 8:20 am
File: W:\CapProj\CapProj\PROJECTS\Virren - 804 0005 70 77 Line F\Design Phase\Auto CAD\Location_Map\Quit Claim_Location.dwg
User: deepoks



LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT 1

STORM DRAIN EASEMENTS FOR
MORENO MDP LINE J AND LINE J-9
PROJECT NUMBER 804 0005 70 77

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Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line J, Stage 2
Project No. 4-0-00776-2
PM 33532/MS 4089
APN 486-300-010

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel No. 4776-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
the **CITY OF MORENO VALLEY, a municipal corporation**, does hereby remise, release, and forever
quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT, a body politic**, all right, title and interest in and to **easements**, situated in the City of Moreno
Valley, County of Riverside, State of California, described in:

Easement Deed recorded on December 12, 2011, as Instrument No. 2011-0548110, records of the
Recorder's Office, Riverside County, State of California, attached for reference purposes only.

**CITY OF MORENO VALLEY,
a municipal corporation:**

Date _____

By: _____
TOM OWINGS, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Recorded at request of, and return to:
 City of Moreno Valley
 14177 Frederick Street
 PO Box 88005
 Moreno Valley, CA 92552

DOC # 2011-0548110

12/12/2011 01:46P Fee:NC

Page 1 of 6

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NO FEE (GOV. CODE 6103)

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	CHG	EXAM
S: <i>NCOR</i>					T:	CTY	UNI	<i>Del</i>	

Moreno MDP Line J
 Project No. 4-0-00776

The undersigned grantor(s) declare(s)
 DOCUMENTARY TRANSFER TAX \$ NONE

0



EASEMENT DEED

COUNTY OF RIVERSIDE, political subdivision of the State of California, hereby grants and conveys to the City of Moreno Valley, a municipal corporation, a storm drain easement for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property situated in the City of Moreno Valley, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and as shown in Exhibit "B" and made a part hereof.

Assessor Parcel Number: Portion of 486-300-010

COUNTY OF RIVERSIDE:

Dated: 12/5/2011

By: *Robert Field*
 ROBERT FIELD
 Assistant County Executive Officer/EDA

Block 138 Parcels 1 & 8

FORM APPROVED COUNTY COUNSEL
 BY: *Synthia M. Gunzel* 11-16-11
 SYNTHIA M. GUNZEL DATE

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On Dec 5, 2011, 2011, before me, Candice E Etter, a Notary Public in and for said county and state, personally appeared Robert Field, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument;

I certify under the 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: Candice E Etter

(SEAL)

Block 138 Parcels 1 & 8

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

September 13, 2011
JN 15101633-M6

EXHIBIT "A"

LINE "J" STORM DRAIN EASEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being that portion of Block 138 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California, within Section 16, Township 3 South, Range 3 West, San Bernardino Meridian, included within a strip of land 40.00 feet wide, the centerline of said strip being described as follows:

COMMENCING at the centerline intersection of Nason Street with Cactus Avenue as shown on a map filed in Book 92, Page 39 of Records of Surveys in the Office of the Riverside County Recorder;

thence along said centerline of Cactus Avenue North $89^{\circ}34'00''$ West 866.48 feet to the westerly line of the parcel of land shown on said record of survey map;

thence along said westerly line South $00^{\circ}25'25''$ West 100.00 feet to the **TRUE POINT OF BEGINNING**;

thence along a line parallel with said centerline of Cactus Avenue South $89^{\circ}34'00''$ East 631.49 feet to the beginning of a tangent curve concave southwesterly and having a radius of 135.00 feet;

thence along said curve southeasterly 212.04 feet through a central angle of $89^{\circ}59'31''$;

thence tangent from said curve South $00^{\circ}25'31''$ West 676.50 feet to the beginning of a tangent curve concave easterly and having a radius of 517.00 feet;

thence along said curve southerly 195.43 feet through a central angle of $21^{\circ}39'30''$ to a point of reverse curvature with a curve concave westerly and having a radius of 517.00 feet, a radial line of said curve bears North $68^{\circ}46'01''$ East;

1 of 2

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Exhibit "A"
Line "J" Storm Drain Easement

September 13, 2011
JN 15101633-M6

thence along said curve southerly 9.16 feet through central angle of 01°00'54" to a line parallel with and 60.00 feet westerly from said centerline of Nason Street and the **POINT OF TERMINATION**.

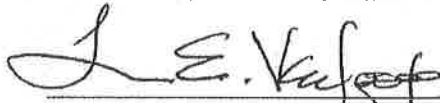
Said strip of land shall be lengthened or shortened so as to terminate westerly in said westerly line of the land shown on said record of survey map and easterly in said parallel line, being 60.00 feet westerly from said centerline of Nason Street.

CONTAINING: 1.58 Acres, more or less.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

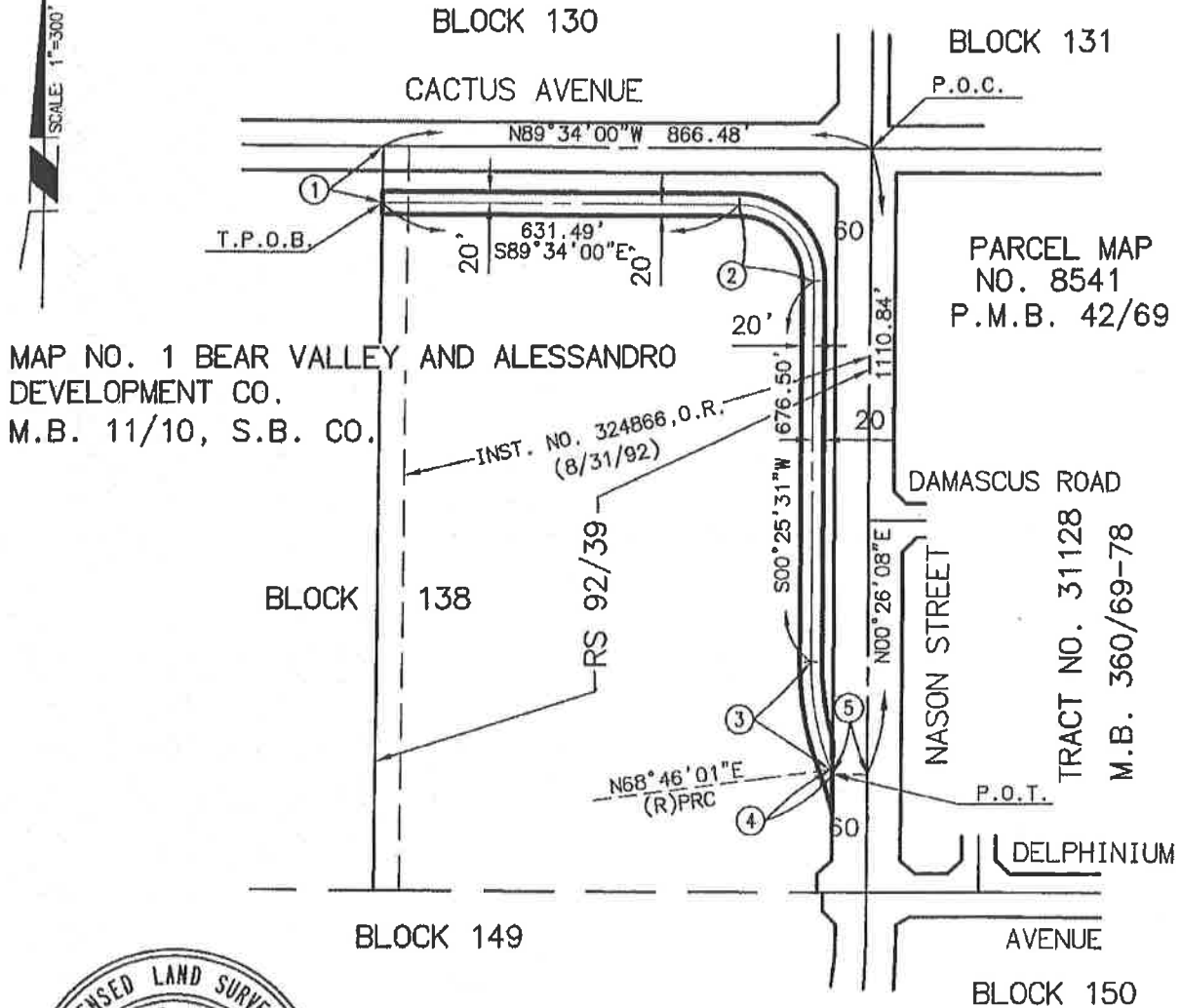
This description was prepared by me or under my direction.

 9/13/2011
Thomas E. Verloop, PLS 5348 Date:
My license expires 12/31/11





SCALE: 1"=300'



MAP NO. 1 BEAR VALLEY AND ALESSANDRO
DEVELOPMENT CO.
M.B. 11/10, S.B. CO.

PARCEL MAP
NO. 8541
P.M.B. 42/69

TRACT NO. 31128
M.B. 360/69-78



DATA TABLE

(NO)	BEARING/DELTA	RADIUS	LENGTH
1	500°25'25"W	—	100.00'
2	89°59'31"	135.00'	212.04'
3	21°39'30"	517.00'	195.43'
4	01°00'54"	517.00'	9.16'
5	N89°33'52"W	—	60.00'

EXHIBIT "B"

SHEET 1 OF 1 SHEET

FLOOD CONTROL RIGHT OF WAY	LINE "J" STORM DRAIN EASEMENT	RBF PLANNING ■ DESIGN ■ CONSTRUCTION 40810 COUNTY CENTER DRIVE, SUITE 100 CONSULTING TEMECULA, CALIFORNIA 92591-6022 951676.8042 ■ FAX 951676.7240 ■ www.RBF.com
	SEPTEMBER 13, 2011	

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Acceptance Certificate

This is to certify that the interest in real property APN 486-300-010, Easement Deed conveyed by the deed or grant dated December 5, 2011 from County of Riverside, political subdivision of the State of California to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.



Prem Kumar, P.E.

Deputy Director of Public Works/Acting City Engineer
City of Moreno Valley

Date: 12/2/11

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Moreno MDP Line J, Stage 2
Project No. 4-0-00776
APN: 486-300-010
RCFC Parcel No. 4776-

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line J, Stage 2
Project No. 4-0-00776-2
PM 33532/MS 4089
APN 486-280-026

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel No. 4776-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, all right, title and interest in and to **easements**, situated in the City of Moreno Valley, County of Riverside, State of California, described in:

Easement Deed recorded on December 12, 2011, as Instrument No. 2011-0548111, records of the Recorder's Office, Riverside County, State of California, attached for reference purposes only.

**CITY OF MORENO VALLEY,
a municipal corporation:**

Date _____

By: _____
TOM OWINGS, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Recorded at request of, and return to:
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

DOC # 2011-0548111

12/12/2011 01:46P Fee:NC

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NO FEE (GOV. CODE 6103)

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Moreno MDP Line J-9
Project No. 4-0-00784

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE



EASEMENT DEED

COUNTY OF RIVERSIDE, political subdivision of the State of California, hereby grants and conveys to the **City of Moreno Valley**, a municipal corporation, a drainage easement for flood control purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control facilities, and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property situated in the City of Moreno Valley, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and as shown in Exhibit "B" and made a part hereof.

Assessor Parcel Number: Portion of 486-280-026

COUNTY OF RIVERSIDE:

Dated: 12/5/2011

By: [Signature]
ROBERT FIELD
Assistant County Executive Officer/EDA

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE 11-10-11
SYNTHIA M. GUNZEL

Block 130 Parcel 5

STATE OF CALIFORNIA)
)ss
COUNTY OF Riverside)

On Dec. 5, 2011, before me, Candice E. Etter, a Notary Public in and for said County and State, personally appeared Robert Field, 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

Candice E. Etter

[SEAL]

Block 130 Parcel 5

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

Rev. October 5, 2011
JN 15101633-M16b

EXHIBIT "A"

DRAINAGE EASEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being that portion of Lot 5 of Block 130 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California, within Section 22, Township 3 South, Range 3 West, San Bernardino Meridian, described as follows:

BEGINNING at the intersection of the westerly line of said Lot 5 of Block 130 with the northerly line of Cactus Avenue as described in the document recorded August 31, 1999 as Instrument No. 1999-390726 of Official Records in the office of the County Recorder of said Riverside County and as shown on the map filed in Book 94, Pages 63 through 66, inclusive of Records of Survey in the office of the County Recorder of said Riverside County;

Thence along said westerly line of Lot 5 of Block 130 North 00°25'16" East 125.00 feet;

Thence South 89°34'00" East 30.00 feet;

Thence South 00°25'16" West 125.00 feet to said northerly line of Cactus Avenue;


Thence along said northerly line of Cactus Avenue North 89°34'00" West 30.00 feet the **TRUE POINT OF BEGINNING**.

CONTAINING: 3,750 square feet or 0.086 Acres, more or less.

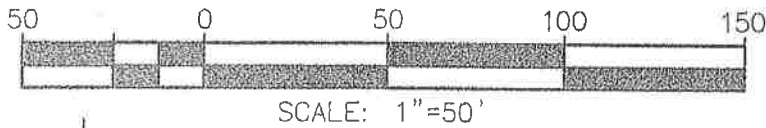
SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

 10/05/2011
Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11





DATA TABLE

(NO)	BEARING/Delta	RADIUS	LENGTH
1	S89° 34' 00" E	--	30.00'
2	N89° 34' 00" W	--	30.00'

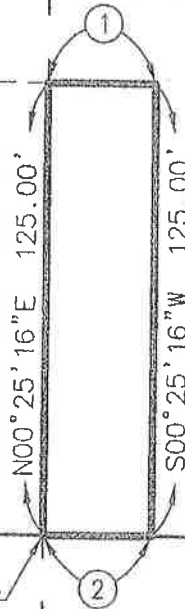
MAP NO. 1
 BEAR VALLEY AND ALESSANDRO
 DEVELOPMENT CO.
 M.B. 11/10, S.B. CO.

TRACT NO. 34950-1
 M.B. 433/93-96
 LOT 1

LOT 5
 BLOCK 130

N'LY LINE
 INST. NO.
 2000-382573 O.R.
 (9-28-2000)

N'LY LINE
 INST. NO.
 1999-390726 O.R.
 (8-31-1999)



P.O.B.

R/S 96/63-66

C/L CACTUS AVENUE

BLOCK 139

BLOCK 138

EXHIBIT "B"

SHEET 1 OF 1 SHEET

RIVERSIDE FLOOD CONTROL AND
 WATER CONSERVATION DISTRICT
 FLOOD CONTROL RIGHT OF WAY

DRAINAGE EASEMENT

RBF PLANNING ■ DESIGN ■ CONSTRUCTION
 CONSULTING 40810 COUNTY CENTER DRIVE, SUITE 100
 TEMECULA, CALIFORNIA 92591-6022
 951676.8042 • FAX 951676.7240 • www.RBF.com

REV. OCTOBER 5, 2011

SCALE
 1"=50'

JOB NO.
 15101633-M16b

H:\PDATA\101025445\GADD\WEST\TEMECULA\MAPPING\EXHIBITS\1533EX028B.DWG TVERLOOP 10/6/11 10:51 am

Acceptance Certificate

This is to certify that the interest in real property APN 486-280-026, Easement Deed conveyed by the deed or grant dated December 5, 2011 from County of Riverside, political subdivision of the State of California to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.



Date: 12/7/11

Prem Kumar, P.E.

Deputy Director of Public Works/Acting City Engineer
City of Moreno Valley

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Moreno MDP Line J, Stage 2
Project No. 4-0-00776
APN: 486-280-026
RCFC Parcel No. 4776-

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line J, Stage 2
Project No. 4-0-00776-2
PM 33532/MS 4089
APN 486-280-045

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel No. 4776-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
the **CITY OF MORENO VALLEY, a municipal corporation**, does hereby remise, release, and forever
quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT, a body politic**, all right, title and interest in and to **easements**, situated in the City of Moreno
Valley, County of Riverside, State of California, described in:

Easement Deed recorded on March 21, 2012, as Instrument No. 2012-0130583, records of the Recorder's
Office, Riverside County, State of California, attached for reference purposes only.

**CITY OF MORENO VALLEY,
a municipal corporation:**

Date _____

By: _____
TOM OWINGS, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Recorded at request of, and return to:
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

DOC # 2012-0130583

03/21/2012 11:47A Fee:NC

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NO FEE (GOV. CODE 6103)

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
nchacc						T:	CTY	UNI	002



Moreno MDP Line J-9
Project No. 4-0-00784

DOCUMENTARY TRANSFER TAX \$ NONE

EASEMENT DEED

MORENO VALLEY PROPERTIES, a Delaware limited partnership, hereby Dedicates in Perpetuity to the City of Moreno Valley, a drainage easement for flood control purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of flood control facilities, and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property, situated in the City of Moreno Valley, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and as shown in Exhibit "B" and made a part hereof.

Assessor Parcel Number: Portion of 486-280-045

MORENO VALLEY PROPERTIES,
a Delaware limited partnership:

Dated: 11-17-11

By: 
(signature)

IDDO BENZEEVI
(print)

Title: PRESIDENT & CEO

Dated: _____

By: _____
(signature)

(print)

Title: _____

(Notary Attached)

Tract 34950-1 Lot 1

NOTARY ACKNOWLEDGMENT

State of CALIFORNIA }
County of RIVERSIDE } ss.

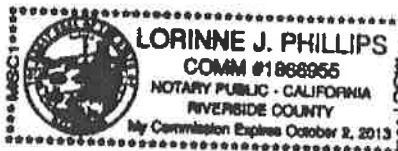
On 11-17-11, before me, LORINNE J. PHILLIPS, a Notary Public,
personally appeared IDDO BANZEEVI,

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.

Lorinne J. Phillips
Signature of Notary



Notary Seal

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

Rev. October 5, 2011
JN 15101633-M16

EXHIBIT "A"

DRAINAGE AND TEMPORARY ACCESS EASEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being that portion of Lot 1 of Tract No. 34950-1 as shown on the map filed in Book 433, Pages 93 through 96, inclusive, of Maps in the Office of the County Recorder of said Riverside County, California, within Section 22, Township 3 South, Range 3 West, San Bernardino Meridian, described in parcels as follows:

BEGINNING at the southeasterly corner of said Lot 1, being on the northerly line of Cactus Avenue as described in the document recorded September 28, 2000 as Instrument No. 2000-382573 of Official Records in the office of the County Recorder of said Riverside County and as shown on the map filed in Book 94, Pages 63 through 66, inclusive of Records of Survey in the office of the County Recorder of said Riverside County;

Thence along the southerly line of said Lot 1 and said northerly line of Cactus Avenue North 89°34'00" West 80.00 feet;

Thence North 00°25'16" East 125.00 feet;

Thence South 89°34'00" East 80.00 feet to said easterly line of Lot 1;

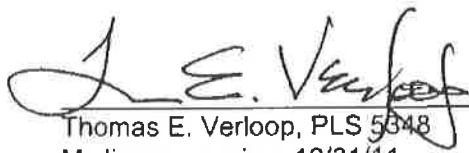
Thence along said easterly line of Lot 1 South 00°25'16" West 125.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 10,000 square feet or 0.230 Acres, more or less.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.


Thomas E. Verloop, PLS 5348 Date 10/05/2011
My license expires 12/31/11





SCALE: 1"=50'



MAP NO. 1
 BEAR VALLEY AND ALESSANDRO
 DEVELOPMENT CO.
 M.B. 11/10, S.B. CO.

TRACT NO. 34950-1
 M.B. 433/93-96
 LOT 1

BLOCK 130

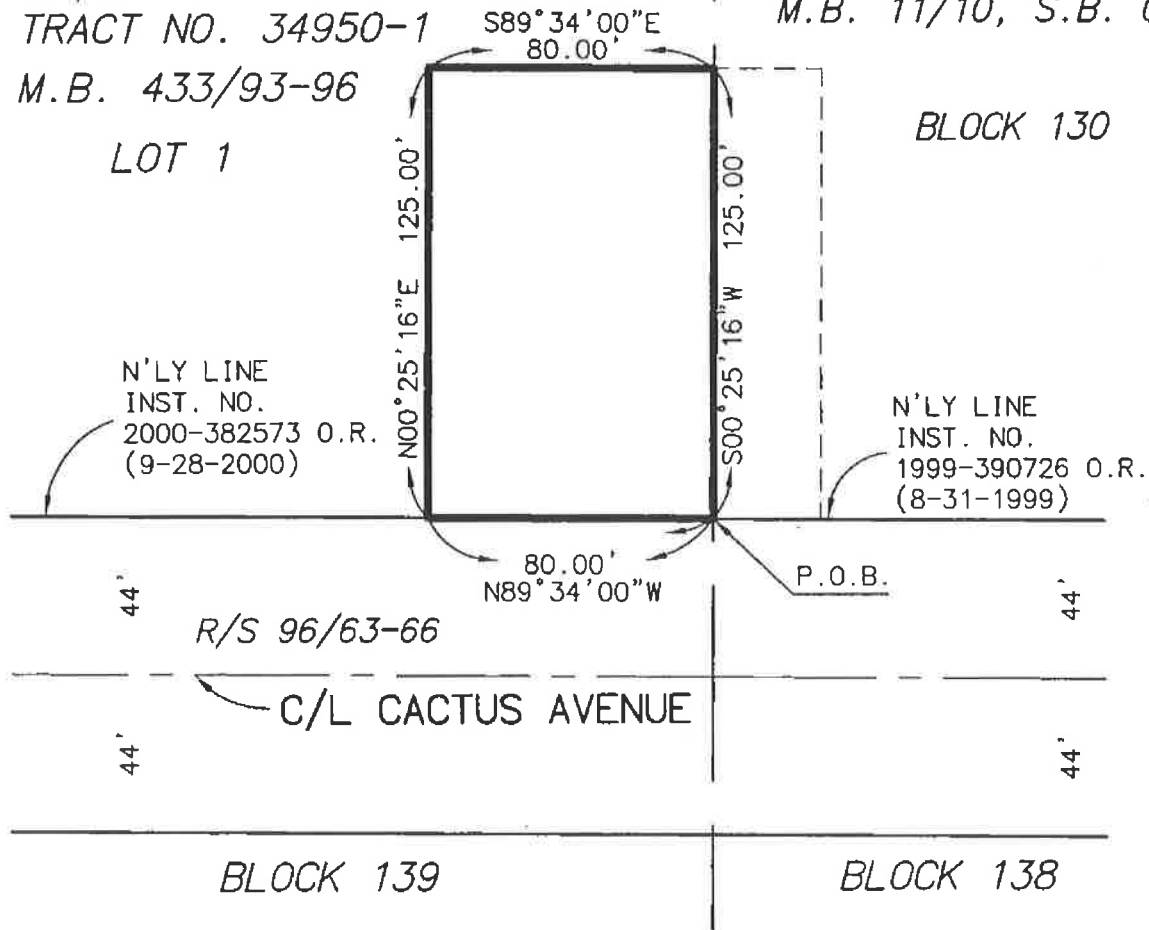


EXHIBIT "B"

SHEET 1 OF 1 SHEET

RIVERSIDE FLOOD CONTROL AND
 WATER CONSERVATION DISTRICT
 FLOOD CONTROL RIGHT OF WAY

DRAINAGE EASEMENT AND
 TEMPORARY ACCESS EASEMENT

RBF PLANNING ■ DESIGN ■ CONSTRUCTION
 CONSULTING 40810 COUNTY CENTER DRIVE, SUITE 100
 TEMECULA, CALIFORNIA 92591-6022
 951.676.8042 • FAX 951.676.7240 • www.RBF.com

REV. OCTOBER 5, 2011


SCALE
 1"=50'

JOB NO.
 15101633-M16

H:\PDATA\10103445\CADD\MST\TEMECULA\MAPPING\EXHIBITS\103302028.DWG TVERLOOP 10/5/11 10:52 am

Acceptance Certificate

This is to certify that the interest in real property APN 486-280-045, Easement Deed conveyed by the deed or grant dated November 17, 2011 from Moreno Valley Properties, a Delaware limited partnership to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.


for Ahmad R. Ansari, P.E.
Public Works Director/City Engineer
City of Moreno Valley

Date: 3/19/12

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Moreno MDP Line J, Stage 2
Project No. 4-0-00776
APN: 486-280-045
RCFC Parcel No. 4776-

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line J, Stage 2
Project No. 4-0-00776-2
PM 33532/MS 4089
APN 486-300-011

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel No. 4776-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY, a municipal corporation**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic**, all right, title and interest in and to **easements**, situated in the City of Moreno Valley, County of Riverside, State of California, described in:

Easement Deed recorded on March 21, 2012, as Instrument No. 2012-0130584, records of the Recorder's Office, Riverside County, State of California, attached for reference purposes only.

**CITY OF MORENO VALLEY,
a municipal corporation:**

Date _____

By: _____
TOM OWINGS, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Recorded at request of, and return to:
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

DOC # 2012-0130584
03/21/2012 11:47A Fee:NC
Page 1 of 6

Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



NO FEE (GOV. CODE 6103)

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			6						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
nchacc						T:	CTY	UNI	002

Moreno MDP Line J
Project No. 4-0-00776

DOCUMENTARY TRANSFER TAX \$ NONE

C
002

EASEMENT DEED

MORENO VALLEY PROPERTIES, a Delaware limited partnership, hereby Dedicates in Perpetuity to the City of Moreno Valley, a storm drain easement for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property situated in the City of Moreno Valley, County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and as shown in Exhibit "B" and made a part hereof.

Assessor Parcel Number: Portion of 486-300-011

MORENO VALLEY PROPERTIES,
a Delaware limited partnership:

Dated: 11-17-11

By:
(signature)

IDD0 BENZEEVI
(print)

Title: PRESIDENT & CEO

Dated: _____

By: _____
(signature)

(print)

Title: _____

(Notary Attached)

Blocks 138 & 139

NOTARY ACKNOWLEDGMENT

State of CALIFORNIA }
County of RIVERSIDE } ss.

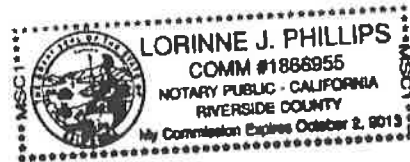
On 11-17-11, before me, LORINNE J PHILLIPS a Notary Public,
personally appeared ITDO BENZEEVI

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



Notary Seal

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

September 13, 2011
JN 15101633-M7

EXHIBIT "A"
RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

LINE "J" STORM DRAIN EASEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being those portions of Blocks 138 and 139 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California, within Section 16, Township 3 South, Range 3 West, San Bernardino Meridian, included within a strip of land 40.00 feet wide, the centerline of said strip being described as follows:

COMMENCING at the centerline intersection of Nason Street with Cactus Avenue as shown on a map filed in Book 92, Page 39 of Records of Surveys in the Office of the Riverside County Recorder;

thence along said centerline of Cactus Avenue North 89°34'00" West 866.48 feet to the westerly line of the parcel of land shown on said record of survey map;

thence along said westerly line South 00°25'25" West 100.00 feet to the **TRUE POINT OF BEGINNING**;

thence along a line parallel with said centerline of Cactus Avenue North 89°34'00" West 1728.96 feet to the beginning of a tangent curve concave northeasterly and having a radius of 45.00 feet;

thence along said curve northwesterly 70.78 feet through a central angle of 90°07'15";

thence tangent from said curve North 00°33'15" East 10.91 feet to a line parallel with and 44.00 feet southerly from said centerline of Cactus Avenue and the **POINT OF TERMINATION**.

Exhibit "A"
Line "J" Storm Drain Easement

September 13, 2011
JN 15101633-M7

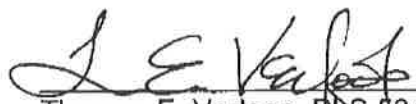
Said strip of land shall be lengthened or shortened so as to terminate easterly in said westerly line of the parcel of land shown on said record of survey map and northerly in said line parallel with and 44.00 feet southerly from said centerline of Cactus Avenue.

CONTAINING: 1.66 Acres, more or less.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

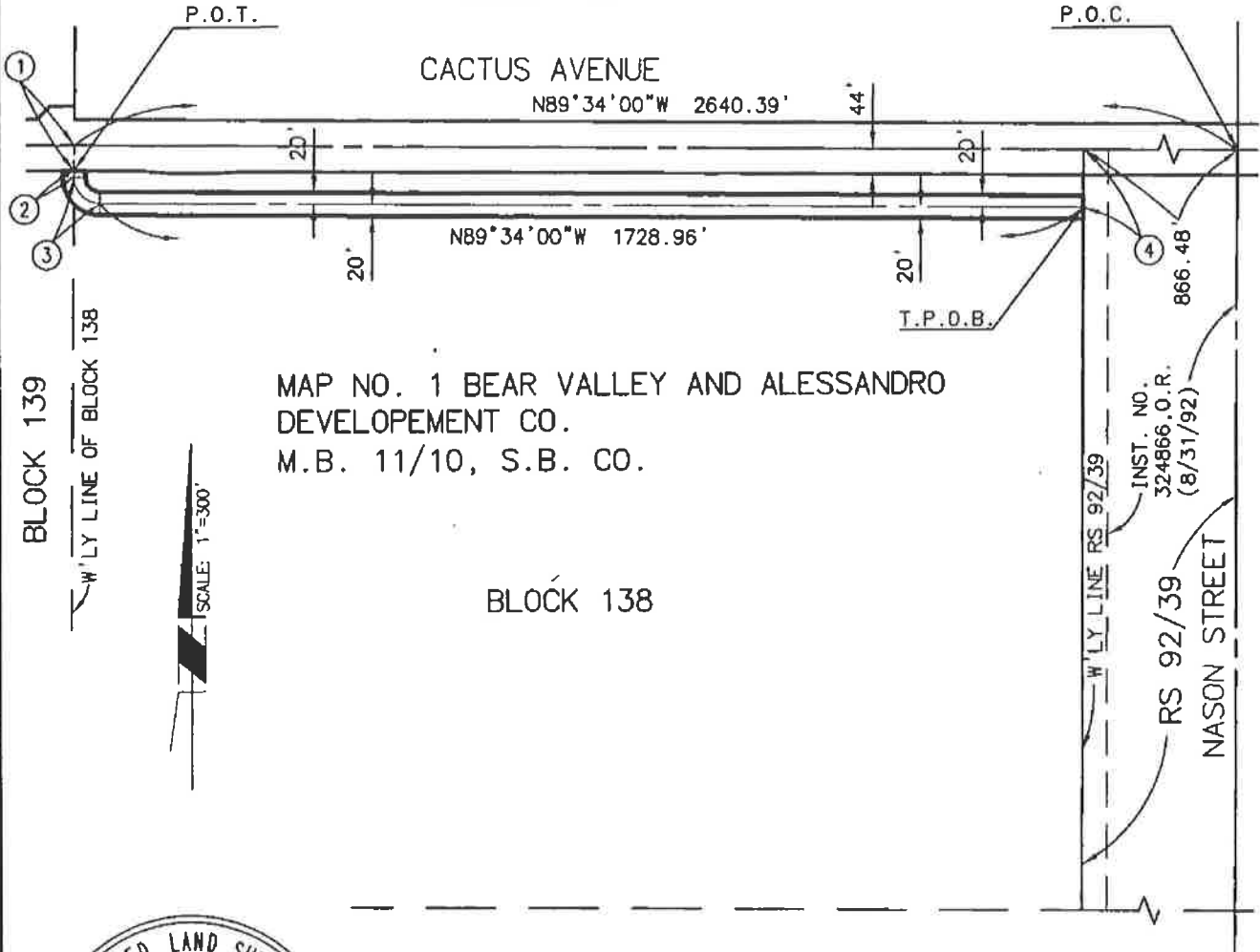
 03/01/2012
Thomas E. Verloop, PLS 5348 Date:
My license expires 12/31/13





SCALE: 1"=300'

BLOCK 130



MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPEMENT CO.
 M.B. 11/10, S.B. CO.



BLOCK 149

DATA TABLE

(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N00°26'00"E	--	44.00'
2	N00°33'15"E	--	10.91'
3	90°07'15"	45.00'	70.78'
4	S00°25'25"W	--	100.00'

EXHIBIT "B"

SHEET 1 OF 1 SHEET

RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 FLOOD CONTROL RIGHT OF WAY

LINE "J"
 STORM DRAIN
 EASEMENT

RBF PLANNING ■ DESIGN ■ CONSTRUCTION
 CONSULTING 40810 COUNTY CENTER DRIVE, SUITE 100
 TEMECULA, CALIFORNIA 92591-6022
 9516768042 • FAX 9516767240 • www.RBF.com

SEPTEMBER 13, 2011

SCALE
 1"=300'

JOB NO.
 15101633-M7

H:\PDATA\10105445\CADD\MS\TEMECULA\MAPPING\EXHIBITS\1833EX010.DWG TVERLOOP 2/23/12 3:19 pm

Acceptance Certificate

This is to certify that the interest in real property APN 486-300-011, Easement Deed conveyed by the deed or grant dated November 17, 2011 from Moreno Valley Properties, a Delaware limited partnership to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.



for Ahmad B. Ansari, P.E.
Public Works Director/City Engineer
City of Moreno Valley

Date: 3/19/12

CERTIFICATE OF ACCEPTANCE

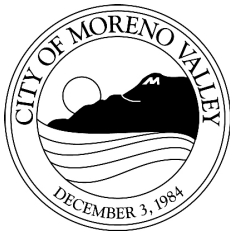
This is to certify that the interest in real property conveyed by the Quitclaim Deed, dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Project: Moreno MDP Line J, Stage 2
Project No. 4-0-00776
APN: 486-300-011
RCFC Parcel No. 4776-

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad Ansari, Public Works Director/City Engineer and
John Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: PARCEL MAP 35150 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF SAN MICHELE ROAD, INDIAN STREET, NANDINA AVENUE AND HEACOCK STREET ASSOCIATED WITH THE PROJECT INTO THE CITY’S MAINTAINED STREET SYSTEM

RECOMMENDED ACTION

Recommendations:

1. Adopt the proposed Resolution No. 2013-39 authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City’s Maintained Street system.
2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

BACKGROUND

On July 12, 2007, the Planning Commission of the City of Moreno Valley approved the Conditions of Approval and Mitigation Monitoring Program for Tentative Parcel Map 35150. This industrial project is located on approximately 53.27 acres of land located at the southwest corner of Indian Street and San Michele Road.

On July 8, 2008, the City Council of the City of Moreno Valley approved Final Map 35150 and accepted the Public Improvement Agreement and security. On August 28, 2012, the City Council of the City of Moreno Valley approved the substitution agreement and security. The developer was required to construct all public street improvements that included, but are not limited to, asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, sewer and water. The Agreement for Public Improvements required the developer to provide security for the appropriate improvements. Parcel Map 35150 provided a Faithful Performance cash security in the amount of \$7,721,000 and a Material and Labor cash security in the amount of \$3,860,500. The cash security is held by First American Title Insurance Company.

On February 26, 2013, the City Engineer authorized an eighty percent (80%) reduction to the faithful performance security in the amount of \$6,176,800. The material and labor security was not reduced.

The required improvements received on-going inspection during the construction process. Upon completion of the improvements, Community & Economic Development Department/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution.

It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance security of \$7,721,000 held by First American Title Insurance Company of America. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Seven Hundred Seventy-Two Thousand One Hundred dollars (\$772,100.00). Sixty days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate

the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Parcel Map 35150 as complete and accepting the portions of San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's Maintained Street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 60 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 2000-Gas Tax, Fund 2001-Measure "A", and Fund 2008-NPDES. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 2008 annual levy are restricted for use only within the Storm Water Management program).

NOTIFICATION

Publication of agenda

ATTACHMENTS

Attachment 1 – Vicinity Map
Attachment 2 – Proposed Resolution

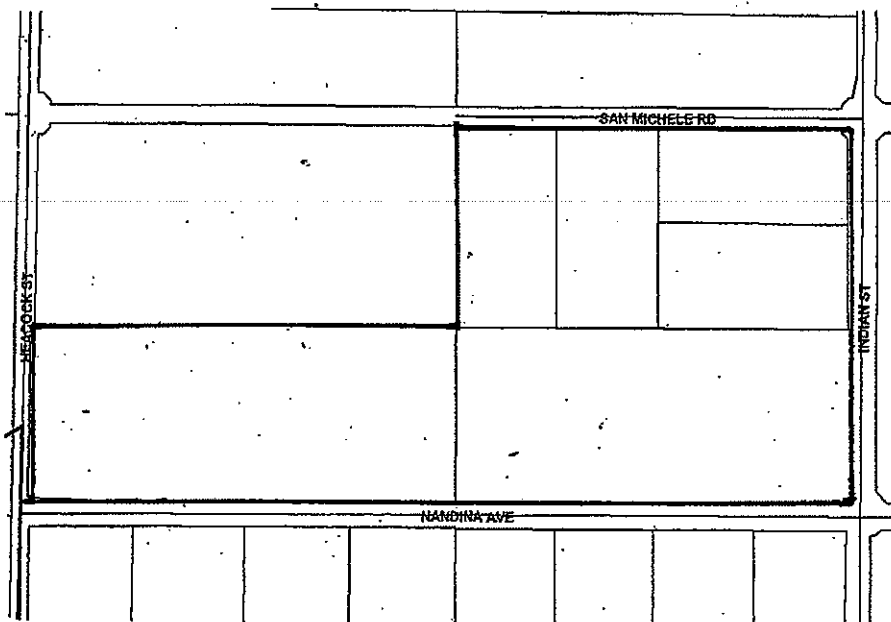
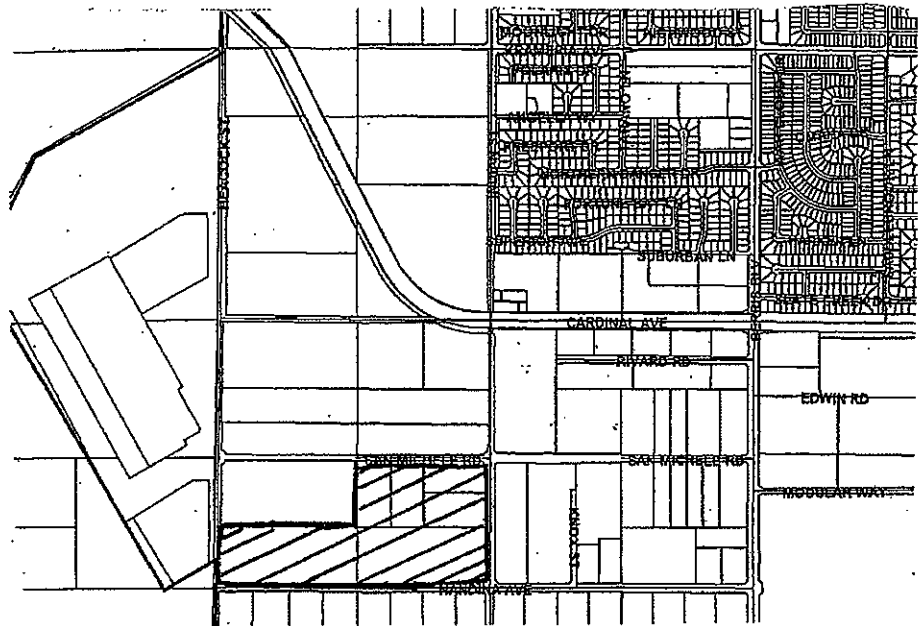
Prepared By:
Liz Plazola
Sr. Administrative Assistant

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

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

Department Head Approval:
John Terell
Interim Community & Economic Development
Director

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



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

**PARCEL MAP 35150
VICINITY MAP**

Attachment 1.

W:\LAND\FORMS\VICINITY.MAP.doc

(01/04)

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RESOLUTION NO. 2013-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PARCEL MAP 35150 AND ACCEPTING THE PORTIONS OF SAN MICHELE ROAD, INDIAN STREET, NANDINA AVENUE AND HEACOCK STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by FR/CAL Moreno Valley, LLC on San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley and

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

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Parcel Map 35150 and accept San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project into the City's maintained street system and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within Parcel Map 35150 are complete, and San Michele Road, Indian Street, Nandina Avenue and Heacock Street associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1
Resolution No. 2013-39
Date Adopted: June 11, 2013

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. 2013-39 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

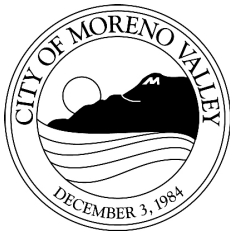
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2013-39
Date Adopted: June 11, 2013



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<CityManager>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: June 11, 2013

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED - ECONOMIC DEVELOPMENT RATE FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendations:

1. Approve Resolution No. 2013-46 amending Electric Rate Schedule ED – Economic Development Rate for Moreno Valley Utility.
2. Authorize the City Manager to execute, on behalf of the City Council, the amended Economic Development Rate Agreement for New or Expanded Load Electric Service Customer pursuant to Schedule ED - Economic Development Rate.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

One of the primary reasons for the creation of the electric utility was to promote a competitive economic climate. The ability to attract businesses and jobs to the City through economic development incentives such as discounted electric rates is an important tool to bring jobs to the City, while expanding its tax base.

On June 12, 2012, the City Council approved Resolution No. 2012-44 adopting two new electric rate schedules that will give the City the ability to provide additional economic incentives to attract new businesses and retain existing businesses in the City.

DISCUSSION

The Economic Development Electric Rate Incentive Program is a two-year pilot program that consists of a discounted electric rate based on certain criteria. The discounted rate as currently approved for new businesses would be in effect for six to twelve years, and is separated into four tiers, as shown below. Staff is recommending the addition of a fifth tier, to be applied at the City Manager's discretion, to new businesses that locate a regional corporate office in the City that is a minimum of 50,000 square feet in size, have perishable space of at least 200,000 square feet, and provide a minimum of 200 jobs. Tier 5 is an 18-year discounted electric rate of 20%.

NEW BUSINESSES

- Targeted industries
 - Logistics/Distribution
 - Healthcare
- Building size
 - Logistics/Distribution 500,000 sf minimum
 - Tier 5 Discount Rate
 - Regional Corporate Office Space 50,000 sf minimum
 - Perishable Space 200,000 sf minimum
 - Healthcare 100,000 sf minimum
- Job creation
 - Tier 1 discount rate: 150 to 499 jobs
 - Tier 2 discount rate: 500 to 999 jobs
 - Tier 3 discount rate: more than 1,000 jobs
 - Tier 4 discount rate: minimum of 350 jobs
 - Tier 5 discount rate: minimum of 200 jobs
- City Revenue Producer – either sales tax or use tax generation
 - Tier 1a
 - Tier 4: minimum of \$40,000 annual sales tax revenue to City
- Minimum electric load of 500 kW demand

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4	Tier 5
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 - 6	10%	10%	15%	20%	20%
Years 7 - 12	-	-	-	20%	20%
Years 13 - 18					20%

ALTERNATIVES

1. Approve proposed resolution amending Electric Rate Schedule ED - Economic Development Rate and associated agreement for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to offer competitive rates to attract new businesses.*
2. Do not approve proposed resolution amending the Electric Rate Schedule ED – Economic Development Rate and associated agreement for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to offer competitive rates and attract new businesses.*

FISCAL IMPACT

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

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4	Tier 5
Average max demand of 1 MW	\$100,878	\$122,690	\$149,954	\$163,586	\$163,586
Average max demand of 750 kW	\$72,244	\$87,865	\$107,390	\$117,153	\$117,153
Average max demand of 580 kW	\$53,945	\$65,609	\$80,189	\$87,479	\$87,479

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

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

POSITIVE ENVIRONMENT:

The proposed ED rate amendment helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City attract new businesses and jobs for the community.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution

Attachment 2 – Electric Rate Schedule ED – Economic Development Rate

Attachment 3 – Economic Development Rate Agreement for New or Expanded Load
Electric Service Customer

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

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

RESOLUTION NO. 2013-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND ELECTRIC RATE SCHEDULE ED – ECONOMIC DEVELOPMENT RATE AND ASSOCIATED AGREEMENT FOR MORENO VALLEY UTILITY

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

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

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

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

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

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

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

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates to include the amended rate schedule and associated agreement for the Economic Development Rate – New Business or Expanded Load Customers as on file in the Public Works Department.

1
Resolution No. 2013-46
Date Adopted: June 11, 2013

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2013-46²
Date Adopted: June 11, 2013

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. 2013-46 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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Resolution No. 2013-46
Date Adopted: June 11, 2013

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SCHEDULE ED – ECONOMIC DEVELOPMENT (“ED”) RATE

Applicability

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

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility’s service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer’s past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer’s current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
 - a. Targeted industries
 - i. Logistics/Distribution
 - ii. Medical/Healthcare
 - iii. Auto Dealerships
 - b. Building/Area size
 - i. Logistics/Distribution 500,000 sf minimum
 1. Tier 5 Discount Rate
 - a. Regional Corporate Office Space 50,000 sf minimum
 - b. Perishable Space 200,000 sf minimum
 - ii. Medical/Healthcare 100,000 sf minimum
 - iii. Auto Dealerships 5 acres
 - c. Job Creation
 - i. Tier 1 Discount Rate 150 – 499 jobs
 - ii. Tier 2 Discount Rate 500 – 999 jobs
 - iii. Tier 3 Discount Rate greater than 1000 jobs
 - iv. Tier 4 Discount Rate 350 jobs minimum
 - v. Tier 5 Discount Rate 200 jobs minimum
 - d. City Revenue Producer – either sales tax or use tax generation
 - i. Tier 1a Discount Rate
 - ii. Tier 4 Discount Rate minimum \$40,000 annual sales tax revenue to the City

Proposed by the Moreno Valley Utility
Date Adopted: June 11, 2013

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Territory

Within the entire territory served by Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

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

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4	Tier 5
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 - 6	10%	10%	15%	20%	20%
Years 7 -12	-	-	-	20%	20%
Years 13 - 18					20%

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single six-year term, except for Tier 4, which shall be for a single twelve-year term and Tier 5, which shall be for a single eighteen-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the applicable term of the Agreement.
4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1 and 2 above, respectively, must agree

Proposed by the Moreno Valley Utility
Date Adopted: June 11, 2013

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to maintain a minimum level of load for six years for Tier 1/1a, Tier 2, and Tier 3 discounts, twelve years for Tier 4 discount, and eighteen years for Tier 5 discount from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.

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

Proposed by the Moreno Valley Utility
Date Adopted: June 11, 2013

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

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

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

1. DEFINITIONS

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

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

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

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

2 CUSTOMER AFFIDAVIT OF ELIGIBILITY

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

2.2 () New Load Customer that:

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

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

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

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

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

3 ECONOMIC DEVELOPMENT RATE

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

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

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

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4	Tier 5
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 – 6	10%	10%	15%	20%	20%
Years 7 -12	-	-	-	20%	20%
Years 13 - 18					20%

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

4 BASE PERIOD USAGE

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

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

Base Period Usage Facilities Related Demand is computed as follows:

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

5 MINIMUM LOAD

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

their Minimum Expanded Load, net of any energy efficiency impacts, all Customer discounts shall apply.

6 COMMENCEMENT OF SERVICE

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

7 ACKNOWLEDGEMENT

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

8 TERM

- 8.1** This Agreement shall be effective for six years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tiers 1/1a, Tier 2, or Tier 3. This Agreement shall be effective for twelve years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tier 4. This Agreement shall be effective for eighteen years following the commencement of service under Schedule ED pursuant to Section 6 of this Agreement for Tier 5.
- 8.2** At the end of the sixth year, Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the sixth year of service under this Agreement for Tiers 1/1a, Tier 2, and Tier 3. Under Tier 4, the Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the twelfth year of service under this Agreement. Under Tier 5, the Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the eighteenth year of service under this Agreement.
- 8.3** This Agreement is not renewable at the expiration of its term.

9 TERMINATION

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

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

10 LIQUIDATED DAMAGES

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

11 UNCONTROLLABLE FORCE

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

- 11.2 If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent the following conditions are met.
- 11.2.1 The suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force.
- 11.2.2 The nonperforming Party uses its best efforts to cure its inability to perform. This subsection shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the sole discretion of the Party having the difficulty.
- 11.2.3 When the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect immediately.
- 11.3 Nonperformance due to Uncontrollable Force shall be excused, provided Party can demonstrate that the Uncontrollable Force was owing to causes outside its reasonable control and the occurrence of the Uncontrollable Force could not have been prevented by the exercise of due diligence.
- 11.3.1 Accordingly, nonperformance shall be excused from the date of the occurrence of the Uncontrollable Force, provided the nonperforming Party has given the other Party written notice describing the particulars of the occurrence within two weeks of the event.
- 11.3.2 Accordingly, nonperformance shall be excused from the date on which the nonperforming Party gives the other Party written notice describing the particulars of the occurrence of the Uncontrollable Force, is such written notice is given more than two weeks after the Uncontrollable Force occurred.
- 11.4 If Customer experiences an Uncontrollable Force that prevents Customer from complying with Schedule ED and this Agreement, Customer may request that Moreno Valley suspend the terms of Schedule ED and this Agreement for the duration of the Uncontrollable Force. Customer will be billed at the Otherwise Applicable Rate for the duration of the suspension of this Agreement. Resumption of the terms of Schedule ED and this Agreement shall commence with the next regularly scheduled billing period. In addition, the term of this Agreement will be extended for up to 12 months beyond the term originally established in this Agreement by the length of time this Agreement was suspended.
- 11.5 The occurrence of an Uncontrollable Force shall not (i) prevent Moreno Valley from terminating this Agreement in accordance with Sections 9.4 and 9.5, or (ii) extend the period any level of discount is available as provided in Section 2.3.

11.6 If the Uncontrollable Force causing the nonperformance is caused by the actions or inactions of legislative, judicial or regulatory agencies, or other proper authority, this Agreement may be amended to comply with the legal or regulatory change causing the nonperformance. Any such amendment must first be approved by the Moreno Valley City Council prior to implementation.

12 INDEMNITY

12.1 Except for any liens, claims, costs, damages, liability or loss resulting from Willful Action, as defined herein, Customer agrees to indemnify, protect, defend, and hold harmless Moreno Valley, and Moreno Valley's employees, officers, managers, agents and City Council Members from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including reasonable attorney and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with this Agreement but only in proportion to and to the extent such liens, claims, damages, liability or loss are caused by or result from the negligent acts, errors, or omissions of Customer, its employees, officers, or agents. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Customer or anyone employed or working under the Customer.

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

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

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

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

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

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

13 ASSIGNMENT OF AGREEMENT

13.1 Customer shall not assign this Agreement or any part or interest thereof, to a third party without the prior, written consent of an authorized representative of the City of Moreno

Valley. Any assignment made without such consent shall be void and of no effect. Further, any assignment made under this Agreement shall be subject to any applicable City Council authorization except as waived by the City Council.

14 REPRESENTATIVES AND NOTICES

- 14.1** Representatives: Upon the Effective Date of the Agreement, the City Manager or his designee for Moreno Valley, and person identified on the execution page for Customer shall be the Authorized Representatives who will act on its behalf in the implementation of this Agreement. Either Party may at any time change, via written notice, the designation of its Authorized Representative to the other Party.
- 14.2** Form of Notice: any notice and other communication required or permitted to be given under this Agreement shall be deemed given: (i) when hand delivered; or (ii) one (1) business day after pickup by Federal Express or similar overnight delivery service properly addressed as provided below; or (iii) three (3) business days after such notice or communication shall have been deposited with the United States Postal Service, postage prepaid and properly addressed as provided below; or (iv) when sent by facsimile transmission to the fax numbers provided below, with receipt of such fax confirmed telephonically, provided that on the same day such notice or communication shall also be hand delivered or sent by overnight delivery pursuant to this Subsection.
- 14.3** Addresses Of Parties: Notices to Moreno Valley should be given to: City Manager, City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92552; Notices to Customer shall be given to the addressee at the location shown on the execution page.
- 14.4** Change of Address: Either Party may change such address by giving notice to the other Party as provided herein.

15 ENFORCEMENT

- 15.1** Legal Action: In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.
- 15.2** Governing Law: This Agreement shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States as applicable without regard to the conflicts of laws or rules thereof. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided in this Agreement shall be tried in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 15.3** Damage Limitation: Moreno Valley shall not be liable for any consequential, incidental, indirect, or special damages, whether in contract, tort, or strict liability

including, but not limited to, lost profits, property damage, personal injury and loss of power, arising out of or in any way related to power outages, other electric service interruption(s), Moreno Valley's performance or nonperformance of its obligations under this Agreement or termination of this Agreement.

- 15.4 Attorney Fees:** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.
- 15.5 Disputes:** All disputes regarding questions of fact, opinions or interpretation of provisions in this Agreement shall be submitted to the Authorized Representatives. If the Authorized Representatives are unable to resolve the dispute, the matter shall be referred to the individuals designated to receive notices pursuant to Section 14. Nothing in this Agreement precludes either Party from taking any lawful action it deems appropriate to enforce its rights.
- 15.6 Waivers:** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

16 MISCELLANEOUS

- 16.1 Integration and Amendment:** this Agreement contains the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous oral or written communications of the Parties. Neither Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty of the other Party outside those expressly set forth in this Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be interpreted in a manner that most accurately reflects the original intent of the Parties, and is consistent with the nature of the Parties' rights and obligations. No modification of this Agreement shall be valid or binding unless in writing duly signed by both Parties.
- 16.2 Severability:** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material this its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

- 16.3** Exhibits: All documents referred to below and attached to this Agreement as Exhibits are incorporated into and made a part of this Agreement. Exhibit "A": Customer Site(s); Metered Accounts
- 16.4** Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

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

CITY OF MORENO VALLEY, a municipal corporation

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CUSTOMER:

By: _____

Name: _____

Title: _____

Address for Notice Representative:

Name: _____

Street: _____

City: _____

Telephone: _____

Fax: _____

Email: _____

**MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

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

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-1/10 FOR ZONE D (STANDARD SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Extension of the Amended Agreement ("Third Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-1/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for Zone D (Parkway Landscape Maintenance Services) for areas receiving standard level landscape maintenance services.
2. Authorize the City Manager to execute the Third Extension Agreement for DSG-1/10 with TruGreen Landcare.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amount of \$77,895.41 (\$62,695.41 for base services and \$15,200.00 for additional work services).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. “Additional work services” include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone’s service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On January 14, 2010, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from thirteen (13) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard level landscape maintenance services of the landscaped parkways, medians, and the irrigation system associated with Zone D tracts. On June 23, 2010, upon staff’s evaluation of the proposals and recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD, awarded the contract for landscape maintenance of Zone D (DSG-1) standard service level landscape maintenance to TruGreen Landcare, Riverside, CA (the “Contractor”). The Agreement for the initial twelve-month term was approved in the NTE amount of \$199,658.60 for standard service level landscape maintenance (\$177,958.00 for base services; \$21,700.00 for estimated additional work).

During fiscal year (FY) 2010/11, 14 mail ballot proceedings were conducted wherein property owners were asked to approve an increase in their parcel charge to fund increasing costs to maintain the landscaping. The property owners did not support the increase and as a result, could no longer support the cost of standard service landscape maintenance. These Zone D tracts were removed from the Zone D (DSG-1) Agreement and transitioned to a reduced service level which was being completed under another agreement. Consequently, the Agreement for Zone D (DSG-1) standard service was reduced from \$199,658.60 to \$102,355.40 (\$80,655.40 for base services and \$21,700.00 for estimated additional work) for fiscal year (FY) 2010/11.

The Agreement was extended (First Extension) for FY 2011/2, consistent with the terms of the Agreement. In FY 2011/12, an additional six mail ballot proceedings were conducted wherein property owners were asked to approve a parcel charge increase to cover increasing costs. The property owners did not support the increase and as a result, could no longer fund standard level landscape maintenance services. These Zone D tracts were removed from the Zone D (DSG-1) Agreement during the FY and transitioned to a reduced service level which was being completed under another agreement. Accordingly, the Agreement for Zone D (DSG-1) standard service was reduced from \$102,355.40 to \$77,506.40 (\$72,906.40 for base and \$4,600.00 for estimated additional work) for FY 2011/12.

For FY 2012/13, the Agreement was extended an additional term (a Second Extension), in accordance with the terms of the Agreement as extended. The amount of the Second Extension adjusted to represent a full twelve month reduction of the elimination of the six tracts that were removed during the First Extension period. This effectively

reduced the base from \$72,906.40 in FY 2011/12 to \$61,458.84 in 2012/13, (a reduction of \$11,447.52). The NTE base amount of the Second Extension was \$66,158.84 (\$61,458.84 for base and \$4,700.00 for additional work)

On May 14, 2013, a First Amendment to the Agreement was approved for an increase in the base services amount for additional service area as a result of new parkways being added and an increase in the additional work services for functions now being performed by the Contractor. The First Amendment increased the additional work amount from \$4,700.00 to \$11,304.80 (an increase of \$6,604.80, which included a one-time payment of \$1,804.80 for prior maintenance performed but not compensated for 3,200 sq. ft. of planter area at Tract 16769). In addition, the First Amendment also adjusted the Zone D (DSG-1) base from \$61,458.84 to \$62,611.87 (an increase of \$1,153.03) for maintenance of additional sq. footage in the parkway areas of Tract 16769 and 31129). The First Amendment increased the overall amount for DSG-1 for FY 2012/13 from \$66,158.84 to \$73,916.67 (\$62,611.87 for base and \$11,304.80 for additional work).

The service levels for Zone D (DSG-1) as provided are consistent with the terms of the CSD Zone D General Service Level Guidelines, as listed the CSD Zone D Service Plan Policy, (adopted by the CSD Board on January 22, 2002, as most recently amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and has agreed to extend the Amended Agreement based upon the same terms in accordance with the standard service level for Zone D (DSG-1).

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Third Extension Agreement is being recommended for authorization in the NTE amount of \$77,895.41 (\$62,695.41 for base maintenance services and \$15,200.00 for additional work). This is the third of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Amended Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than \$100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the DSG-1/10 Amended Agreement, as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

DSG-1/10						
	FY 2010/11 Original Amended Agreement ¹	FY 2011/12 First Extension	FY 2012/13 Second Extension ²	FY 2013/14 Proposed Third Extension	FY 2016/17 Potential Fourth Extension ³	Cumulative Total
Base	\$ 80,655.40	\$ 72,906.40	\$ 62,611.87	\$ 62,695.41	\$ 62,695.41	\$ 341,564.49
Additional Work	\$ 21,700.00	\$ 4,600.00	\$ 11,304.80	\$ 15,200.00	\$ 15,200.00	\$ 68,004.80
Total	\$ 102,355.40	\$ 77,506.40	\$ 73,916.67	\$ 77,895.41	\$ 77,895.41	\$ 409,569.29

¹ The Original Agreement was reduced from \$177,958 to \$80,655.40 for base as a result of Zone D tracts not approving an increase in their parcel charges to cover increasing costs. The First and Second Extensions also include reductions for Tracts that did not approved a parcel charge increase for increasing costs.

² The Second Extension Agreement includes a First Amendment that increased the base amount from \$61,458.84 to \$62,611.87 (an increase of \$1,153.03) for additional sq. footage of parkway area. The First Amendment also increased the additional work amount to include a one time payment of \$1,804.80 for maintenance of 3,200 sq. ft. of parkway at Tract 16769 and an increase of \$4,800.00 to the additional work amount.

³ Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the Third Extension Agreement for DSG-1/10 with TruGreen Landcare, in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Third Extension Agreement for DSG-1/10 with TruGreen Landcare; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$77,895.41 (\$62,695.41 for Zone D (DSG-1) base services and \$15,200.00 for Zone D (DSG-1) additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zone D (DSG-1 standard service level landscape maintenance) tracts located throughout various designated areas of the city.*

2. Do not approve the Third Extension Agreement for DSG-1/10 with TruGreen Landcare, in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Third Extension Agreement for DSG-1/10 with TruGreen Landcare; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$77,895.41 (\$62,695.41 for Zone D (DSG-1) base services and \$15,200.00 for Zone D (DSG-1) additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zone D (DSG-1 standard service level landscape maintenance) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone D is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone D may only be used for landscape maintenance services associated with the parkways and medians in Zone D. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year. These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the DSG-1/10 Third Extension Agreement for Zone D tracts that receive standard service level landscape maintenance.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
DSG-1	TruGreen Landcare	5111-30-79-25704-620910	\$ 62,695.41	\$ 15,200.00	\$ 77,895.41

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 –Third Extension Agreement for DSG-1/10 for FY 2013/14

Attachment 2 – First Amendment to the Agreement

Attachment 3 - Second Extension Agreement for DSG-1/10 for FY 2012/13

Attachment 4 – First Extension Agreement for DSG-1/10 for FY 2011/12

Attachment 5 – Agreement for DSG-1/10 for FY 2010/11

Attachment 6 – Site Map – Zone D (DSG-1/10)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

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

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THIRD EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

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

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 23, 2010, referencing Project No. DSG-1/10 Maintenance of Landscaping and Irrigation for the maintenance of the District's parkway and median landscaping, and irrigation systems associated with certain tracts within the District's Zone D service area that receives full service level landscape maintenance; and,

WHEREAS, Contractor was provided written notification that certain Tracts in DSG-1 (standard service level) would transition to maintenance services, under the DSG-2 (reduced service level) agreement which reduced the amount of the Agreement; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2011 to June 30, 2012; and,

WHEREAS, landscape maintenance services provided during the term of the First Extension Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into a second extension of the Agreement (Second Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, a First Amendment to the Agreement (First Amendment and the Agreement, collectively referred to hereinafter as the "Amended Agreement") was entered into, which adjusted the Agreement as extended to accommodate added sq. footage of parkway planter area to be maintained for Tracts 16769 and 31129 at the unit prices for additional work (additional landscape areas) as provided in the Agreement, Exhibit E, Additional Work Price List, B., 1.; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Amended Agreement; and,

WHEREAS, the Amended Agreement as extended, (Third Extension Agreement) shall be extended for a period of twelve (12) months under the following terms:

1. The Third Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014**.

THIRD EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

2. In accordance with Exhibit D,1., b., of the Agreement, this Third Extension Agreement shall be considered the third of four possible extensions of the Amended Agreement.
3. For the period of this Third Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Third Extension Agreement for maintenance of the Zone D (DSG-1 standard service level) parkways consistent with the payment terms of the Amended Agreement in the total amount of **FIVE THOUSAND TWO HUNDRED TWENTY-FOUR AND 62/100 DOLLARS (\$5,224.62)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-TWO THOUSAND SIX HUNDRED NINETY-FIVE AND 41/100 DOLLARS (\$62,695.41)**.
4. Services per the terms of the Amended Agreement and for this Third Extension Agreement term will be provided to those tracts as identified on Exhibit A attached hereto with this Third Extension Agreement.
5. Notwithstanding Exhibit E., B., Additional Work Price List, of the Agreement, the unit costs set forth herein shall be for any landscape areas added to the project during the period of this Third Extension Agreement, which shall be as follows:
 - a. Additional parkway areas, turf (trees up to 18-foot height, as applicable). **\$0.02/sq.ft./mo.**
 - b. Additional parkway areas, planters (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.02/sq. ft./mo.**
6. Notwithstanding Exhibit C., 2., e., of the Agreement, for the period of this Third Extension Agreement and except as specifically approved by subsequent action of the CSD Board or the City Manager, as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Third Extension Agreement or the Amended Agreement in excess of the cumulative total of **FIFTEEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$15,200.00)**.
7. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

THIRD EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

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

Moreno Valley
Community Services District

Contractor: TruGreen Landcare

By: _____
Title: City Manager, Acting in the capacity of
District Manager to the Moreno Valley
Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or
Assistant Secretary

Date: _____
Affix Corporate Seal Below

THIRD EXTENSION AGREEMENT
 PROJECT NO. DSG-1/10
 MAINTENANCE OF LANDSCAPING AND IRRIGATION

DSG-1	Estimated Turf Sq Ft	Estimated Planter Sq Ft	FY 12/13
12305		722	\$ 202.80
19675		2,550	\$ 716.04
14387/12268		2,712	\$ 761.52
22999	1,800	1,404	\$ 899.64
19529		3,330	\$ 935.04
19496		3,600	\$ 1,010.88
20120	3,500	250	\$ 1,053.00
19142		3,950	\$ 1,109.16
19233		4,960	\$ 1,392.72
19541	5,325		\$ 1,495.20
19141		5,838	\$ 1,639.32
21806	5,975		\$ 1,677.84
21345		6,600	\$ 1,853.28
31268		7,058	\$ 1,981.80
19474		7,240	\$ 2,033.04
12902		7,344	\$ 2,062.20
19533		7,400	\$ 2,077.92
31269		7,450	\$ 2,091.96
16769		10,700	\$ 3,008.40
31424		8,750	\$ 2,457.00
18283		11,388	\$ 3,197.76
31129		13,580	\$ 3,814.65
32715		12,715	\$ 3,570.36
20197		13,680	\$ 3,841.32
32625		17,826	\$ 5,005.56
30967		18,013	\$ 5,058.00
21597	31,769	1,461	\$ 7,749.00
Totals			\$ 62,695.41

Exhibit A

**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
MORENO VALLEY COMMUNITY SERVICES DISTRICT
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION**

PROJECT NO. DSG-1/10

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD;" and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT NO. DSG-1/10, hereinafter referred to as "Agreement," dated June 23, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of parkway landscaping and irrigation of the identified landscape areas as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on June 30, 2011 for the 2011/12 Fiscal Year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on July 9, 2012 for the 2012/13 FY, the "Second Extension Agreement"; and,

WHEREAS the Second Extension Agreement was authorized in the not-to-exceed (NTE) amount of \$66,158.84 (\$61,458.84 for base maintenance services to be paid at a rate of \$5,121.57 on a monthly basis one month in arrears and \$4,700.00 for additional work); and,

**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10**

WHEREAS, it has been determined that certain tracts and/or additional service areas of existing tracts should be incorporated into the Agreement for DSG-1 and provided said services consistent with available funding in accordance with the terms outlined in the Agreement for maintenance services; and,

WHEREAS it has been determined that the additional service areas to be added to the Agreement should be compensated at the rates as provided for in the Agreement; and,

WHEREAS, it is desirable to amend the Agreement and increase the NTE fee amount of the Second Extension Agreement for the 2012/13 FY to accommodate the addition of certain landscape areas, as more particularly described in Section 1 of this First Amendment to the Agreement; and,

WHEREAS, additional work has been identified that will incur an added cost of \$4,800.00 over the anticipated additional work amount provided for in the Second Extension Agreement, Section 6, which is a provision of Exhibit C, Numeral 2, Letter e. of the Agreement, additional labor and material costs that include, but are not limited to irrigation services and replanting, materials and labor, at the prices listed in Exhibit E, Schedule II, Letter A, Additional Work Price List of the Agreement.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Exhibit E of the Agreement is hereby modified to include revisions to the project sites, which are listed on Exhibit "A" to this First Amendment.

**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10**

1.2 Base Amount. Exhibit C "PAYMENT TERMS" Section 1. b of the Agreement, as applied to the Second Extension Agreement is hereby revised to include the addition of 1,185 sq. ft. of planter along Tract 31129 (1,185 sq. ft. at the additional cost of \$0.0235 per sq. ft. per month, per the Agreement, Exhibit E, Additional Work Price List, B. 1., for 9 months or an additional \$250.63 for the term of the Second Extension Agreement), and 3,200 sq. ft. of additional turf area in Tract 16769 (3,200 sq. ft. at \$0.0235 per sq. ft., for 12 months or an additional \$902.40). The combined amounts for the added sq. ft. of maintenance for Tract 31129 and 16769 for FY 2012/13 adds an additional amount of \$1,153.03 to the base maintenance service cost of the Second Extension Agreement (from \$61,458.84 to \$62,611.87) for FY 2012/13 as reflected in Exhibit A as attached hereto this First Amendment.

1.3 One Time Payment. In consideration for the sq. ft. maintained in Tract 16769, but not accounted in the Agreement as entered into for FY 2010/11, and the First Extension Agreement, for FY 2011/12, the CSD agrees to pay the Contractor and the Contractor agrees to receive a one-time lump sum payment of \$1,804.80 for 24 months of landscape maintenance service of the 3,200 sq. ft. of parkway area associated with Tract 16769 which contains 10,700 sq. ft. of landscaping for which only 7,500 sq. ft. had been identified in the Agreement and carried through to the First Extension Agreement.

1.4 Additional Work. Notwithstanding Exhibit C., Section 2, Letter E of the Agreement, and Number 6 of the Second Extension Agreement, an increase of \$4,800.00 in the additional work amount from \$4,700.00 to \$9,500.00 to provide for added unanticipated services associated with the landscape and irrigation maintenance services for the DSG-1 service areas.

**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10**

1.5 The CSD agrees to pay and the Contractor agrees to receive an amended NTE fee of \$73,916.67 (\$62,611.87 for base, \$1,804.80 one-time payment, and \$9,500.00 for additional work) as set forth here in Sections 1.2, 1.3 and 1.4 herein and in accordance with the "TERMS OF PAYMENT" section of the Agreement.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10**

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

Moreno Valley Community Services District

Contractor: TruGreen Landcare

By: _____
Title: City Manager, acting in the capacity of
District Manager to the Board of Directors
of the Moreno Valley Community Services
District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

By: _____
Title: Corporate Secretary or Assistant
Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

**FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-1/10**

**Moreno Valley Community Services District
Zone DSG-1**

DSG-1	DSG-1	Estimated Turf Sq. Ft.	Estimated Planter Sq. Ft.	FY 12/13
12305	12305		722	\$ 202.80
19675	19675		2,550	\$ 716.04
14387/12268	14387/12268		2,712	\$ 761.52
22999	22999	1,800	1,404	\$ 899.64
19529	19529		3,330	\$ 935.04
19496	19496		3,600	\$ 1,010.88
20120	20120	3,500	250	\$ 1,053.00
19142	19142		3,950	\$ 1,109.16
19233	19233		4,960	\$ 1,392.72
19541	19541	5,325		\$ 1,495.20
19141	19141		5,838	\$ 1,639.32
21806	21806	5,975		\$ 1,677.84
21345	21345		6,600	\$ 1,853.28
31268	31268		7,058	\$ 1,981.80
19474	19474		7,240	\$ 2,033.04
12902	12902		7,344	\$ 2,062.20
19533	19533		7,400	\$ 2,077.92
31269	31269		7,450	\$ 2,091.96
16769	16769		10,700	\$ 3,008.40
31424	31424		8,750	\$ 2,457.00
18283	18283		11,388	\$ 3,197.76
31129	31129		13,580	\$ 3,731.11
32715	32715		12,715	\$ 3,570.36
20197	20197		13,680	\$ 3,841.32
32625	32625		17,826	\$ 5,005.56
30967	30967		18,013	\$ 5,058.00
21597	21597	31,769	1,461	\$ 7,749.00
Totals	Totals			\$62,611.87

¹ The FY 12/13 line item for Tract 31129 reflects 12,395 sq. ft. for 12 months and 1,185 sq. ft. at 9 months at a rate of \$0.0235 per sq. ft.

Exhibit A

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

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

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 23, 2010, referencing Project No. DSG-1/10 for the maintenance of parkway and median landscaping and irrigation systems associated with certain tracts within the District's Zone D service area.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**.
2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.
3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension in the total amount of **FIVE THOUSAND ONE HUNDRED TWENTY-ONE AND 57/100 DOLLARS (\$5,121.57)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-ONE THOUSAND FOUR HUNDRED FIFTY-EIGHT AND 84/100 DOLLARS (\$61,458.84)**.
4. Services per the terms of the Agreement and for this Extension Agreement term will be provided to those tracts as identified on Exhibit A attached here with this Extension Agreement.
5. Notwithstanding Exhibit E, Section B. Additional Work Price List, of the Agreement, the unit costs set forth therein shall be for any landscape areas added to the project during the period of this Extension, which shall be as follows:
 - a. Additional parkway areas, turf (trees up to 18-foot height, as applicable). **\$0.02/sq.ft./mo.**
 - b. Additional parkway areas, planters (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.02/sq. ft./mo.**

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

6. Notwithstanding Exhibit C., Numeral 2, Letter e. of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$4,700.00)**.
7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

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

Moreno Valley
Community Services District

Contractor: TruGreen Landcare

By: Michelle Dawson
Title: City Manager, Acting in the capacity of
District Manager to the Moreno Valley
Community Services District

By: [Signature]
Title: (President or Vice President)
Tim Martinez, Region Manager

Date: 7/9/12

Date: 5/28/12

INTERNAL USE ONLY

ATTEST:

[Signature]
City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

7-9-12

Date

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

7/10/12

Date

By: _____
Title: Corporate Secretary or
Assistant Secretary

Date: _____
Affix Corporate Seal Below

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EXTENSION AGREEMENT
PROJECT NO. DSG-1/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

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

WHEREAS, the District and Contractor entered into an agreement dated June 23, 2010 referencing Project No. DSG-1/10 regarding landscaping and irrigation maintenance (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012**.
2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be the first of four possible extensions of the Agreement.
3. Notwithstanding Exhibit C paragraph 1(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **SIX THOUSAND SEVENTY-FIVE AND 50/100 DOLLARS (\$6,075.50)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SEVENTY-TWO THOUSAND NINE HUNDRED SIX AND 40/100 DOLLARS (\$72,906.40)**.
4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:
 - a. Additional parkway areas, turf (trees up to 18-foot height, as applicable). **\$ 0.02/sq. ft./mo.**
 - b. Additional parkway areas, planters (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.0235/sq. ft./mo.**
5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$4,600.00)**.
6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

Dated: 6/20/11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: Michelle Dawson
for City Manager, acting in the capacity
of District Manager to the Moreno
Valley Community Services District

CONTRACTOR:

Signature

Manuel Mendes
Signature

Printed Name

MANUEL MENDES
Printed Name

Title

BRANCH MANAGER
Title

Company Name

(Corporate Seal)

INTERNAL USE ONLY	
ATTEST:	
_____ City Clerk	
APPROVED AS TO LEGAL FORM:	
<u>[Signature]</u> Deputy City Attorney	
<u>6-28-11</u> Date	
RECOMMENDED FOR APPROVAL:	
<u>[Signature]</u> Department Head	
<u>6/28/11</u> Date	

Moreno Valley Community Services District
R.F.P. # DSG-1/10.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager To the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name: TruGreen Landcare
 Address: 1616 Marlborough Ave. Bld. S
 City: Riverside , Ca 92507
 Business Phone: 951-688-6880 Fax No.: 951-686-1436
 Other Contact Number: _____
 Social Security Number: _____
 Business License Number: 07754
 Federal Tax I.D. Number: 36-4313318
 Contractors' License Number & Classification: 774548 C-27, C-61, D-49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

R.F.P. # DSG-1/10

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

- E. Contractor's Proposal submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

R.F.P. # DSG-1/10

- F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.

R.F.P. # DSG-1/10

By: _____ Date: _____
 (Risk Manager)

Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed

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confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: TruGreen Landcare
Riverside, CA 92507
951-688-6880
[Telephone number]
951-686-1436

[Fax number]

With a copy to:

[Attorney for Contractor, if applicable]

[Street Address]

[Post Office Box, if applicable]

[City, State, Zip Code]

[Telephone number]

()

[Fax number]

()

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:

City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

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by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.

- a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
- b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is

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

Moreno Valley Community Services District

Contractor

By: *Conrad Fluhjahn*
Mayor, acting in the capacity of
President of the Board of Directors
of the Moreno Valley
Community Services District

By: *Samuel J. Gendel*

Title: BRANCH MANAGER

Date: 5-20-10

Date: 6/23/10

By: _____

Title: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

Janet Halsted
City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]

City Attorney

6.14.10

Date

RECOMMENDED FOR APPROVAL:

[Signature]

Department Head

6/15/10

Date

Attachments

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT A

1. SCOPE OF WORK

- a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.
- b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

- a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.
- b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

R.F.P. # DSG-1/10
EXHIBIT A – cont.

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

- c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:
1. Fertilization;
 2. Turf Aeration;
 3. Application of pesticides by any method;
 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.
- g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

- a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

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EXHIBIT A – cont.

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

- d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

- e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

- | | |
|-----------------------------|--|
| 1. City Manager | 5. Special Districts Division Manager |
| 2. Director of Public Works | 6. Landscape Districts Program Manager |
| 3. Police Department | 7. Senior Landscape Services Inspector |
| 4. Fire Department | 8. Landscape Services Inspector |
| | 9. Street Maint. Supervisor |

R.F.P. # DSG-1/10
EXHIBIT A – cont.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

- a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.
- d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.
- e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

- a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.
- b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.
- c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

- a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

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EXHIBIT A – cont.

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

- b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

- c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

- e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

8. USE OF CHEMICALS

- a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).
- b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

- a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

- a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.
- b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- c. The District may withhold from Contractor's progress payments the penal sum of \$25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

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

15. CONTRACTOR'S LIABILITY

- a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.
- b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # DSG-1/10
EXHIBIT A - cont.

R.F.P. # DSG-1/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

- a. All turf areas shall be mowed, edged, and trimmed weekly on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
- c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
- d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
- e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
- f. Mowing height for cool season grasses shall not exceed three inches (3")
- g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.
- h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
- i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
- j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

R.F.P. # DSG-1/10
EXHIBIT A - cont.

- k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
- l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.
- m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.
- n. Aeration:
 - 1. All turf areas shall be aerated two (2) times annually;
 - 2. Aeration shall be done in the spring and fall, or as directed by District field staff;
 - 3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - 4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - 5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - 6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.
- o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

- a. All trees are to be maintained in a manner that will promote normal, healthy growth.
- b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

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EXHIBIT A – cont.

- c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
- d. Any tree shall be pruned at any time in order to:
 1. Remove dead, diseased, or damaged branches;
 2. Remove unwanted encroachments into public and/or utility rights-of-way;
 3. Correct any condition which the Director has deemed to be hazardous.
- e. Trees up to eighteen feet (18') in height shall:
 1. Be pruned to enable successful adaptation to their particular site situation;
 2. Have no more than one-third (1/3) of living branches removed annually;
 3. Be fertilized only as directed by District field staff.
- f. Trees over eighteen feet (18') in height shall:
 1. Be inspected annually;
 2. Pruned and/or trimmed as necessary to maintain proper site orientation;
 3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
- g. Pruning tools shall:
 1. Be kept properly sharpened, and in proper working order;
 2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

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EXHIBIT A – cont.

- h. The following practices shall not be allowed:
1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 3. Use of pruning paint/pruning compound/wound dressing;
 4. Use of climbing spurs or gaffs.
- i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
- j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.
- k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
- l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

- a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
- c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
- d. Any shrub shall be pruned and/or trimmed at any time in order to:
 1. Remove dead, diseased, or damaged branches;
 2. Remove unwanted encroachments into public and/or utility rights-of-way;

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EXHIBIT A – cont.

3. Correct any condition which the Director has deemed to be hazardous.
- e. Shrubs shall be pruned:
 1. To enable successful adaptation to their particular site situation;
 2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
 3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
 - f. Pruning tools shall:
 1. Be kept properly sharpened, and in proper working order;
 2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
 - g. The following practices shall not be allowed:
 1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 3. Use of pruning paint/pruning compound/wound dressing.
 - h. Fertilization: See Technical Provisions - Fertilization, Section 2., paragraphs a. through e., below.
 - i. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.
4. GROUND COVER CARE
 - a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
 - b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').

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EXHIBIT A – cont.

- c. Ground covers shall be pruned/trimmed at any time in order to:
 - 1. Remove dead, diseased, or damaged branches/crowns;
 - 2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - 3. Correct any condition which the Director has deemed to be hazardous.

- d. Ground covers shall be pruned/trimmed/renovated:
 - 1. To enable successful adaptation to their particular site situation;
 - 2. In accordance with accepted practices for the particular species in question;
 - 3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

- e. Pruning tools shall:
 - 1. Be kept properly sharpened, and in proper working order;
 - 2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

- f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

- g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

- h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

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EXHIBIT A – cont.

5. WEED CONTROL

- a. All weeds shall be continuously controlled at all sites.
- b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
- c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.
- d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
- e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.
- f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

- a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
- b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

The Contractor is required to furnish a full-time (40 hours/week-52 weeks/year) irrigation technician/specialist, equipped with a truck, and the tools, equipment, and materials necessary to fulfill these irrigation specifications.

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EXHIBIT A – cont.

- c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.
- d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
- e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
- f. Automatic irrigation systems shall:
 - 1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;
 - 2. Be turned off during periods of rainfall, or as directed by District field staff;
 - 3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
- g. Manually operated irrigation systems shall:
 - 1. Be operated only when Contractor's personnel are present on site;
 - 2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;
 - 3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

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EXHIBIT A – cont.

- i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

- a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
- b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.
- c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.
- e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.
- f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
- g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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EXHIBIT A – cont.

8. GREENWASTE RECYCLING

- a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
- b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.
- c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
- d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
- e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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EXHIBIT A – cont.

R.F.P. # DSG-1/10
TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

- a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft.	
			Lbs. of Actual N	Amt. of Fertilizer
JAN	-	-	-	-
FEB	1	22-0-6**	1.0	4.5 lbs
MAR	-	-	-	-
APR	Aeration†	Humus Base‡	0.5	Per product analysis
MAY	-	-	-	-
JUNE	1	22-5-5*	1.25	5.7 lbs
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	1	22-5-5*	1.25	5.7 lbs
	Aeration†	Humus Base‡	0.5	Per product analysis
NOV	-	-	-	-
DEC	-	-	-	-

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTT'S® PROTURF® + Pre-emergent Weed Control or approved equal. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

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EXHIBIT A – cont.

- b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- c. Humus base fertilizers to be applied by drop spreader only.
- d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
- e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
- f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.
- g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

- a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

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EXHIBIT A – cont.

- b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
- c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.
- d. Written notification is required to Director five (5) days prior to fertilizer application.
- e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

- a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
- a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - 1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - 2. Absolutely no injecting or drilling into tree trunk will be allowed.
 - 3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - 4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
- c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.
- d. Written notification is required to Director five (5) days prior to fertilizer application.
- e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

R.F.P. # DSG-1/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

- a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.
- b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.
- c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
- d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

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EXHIBIT A – cont.

2. REPORTING SPECIFICATIONS

- a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
- b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.
- b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.
2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # DSG-1/10
EXHIBIT A – cont.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:
 - Agapanthus africanus;
 - Aptenia sp.;
 - Gazania sp.;
 - Hemerocallis sp.
2. Snails shall be controlled on an as needed basis on all other plant material.
3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

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EXHIBIT A – cont.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.
2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.
3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.
2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

R.F.P. # DSG-1/10

EXHIBIT B
District Responsibilities1. CONTRACT SUPERVISION

- a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."
- b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.
- b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

- a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.
- b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of _____ dollars and _____/100 (\$_____) per month, one (1) month in arrears, on the last day of the month. The total contract amount for _____ () months shall not exceed _____ dollars and _____/100 (\$_____), except as provided for in Section 2., paragraph c. below.
- c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

- a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written

R.F.P. # DSG-1/10
EXHIBIT C – cont.

estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

- b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.
- c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.
- d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.
- e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of \$_____ for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or;

R.F.P. # DSG-1/10
EXHIBIT C – cont.

not performed at or within the time(s) specified therein, or; is incomplete;

- b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of \$100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

- a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.
- b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.
- c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

- d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.
- e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. DSG-1/10
R.F.P. # DSG-1/10
EXHIBIT E

SCHEDULE I

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: Trugreen Landcare

TYPE

- Sole proprietor _____
- Partnership ✓
- Corporation _____

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: 1616 Marlborough Ave Bldg S
Riverside, CA 92507

SATELLITE OFFICE (if applicable): _____

3. CONTRACTOR LICENSE INFORMATION

- LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548/C27, C-61, D-49
Trugreen Landcare a general Partnership

- NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10

- LICENSE EXPIRATION DATE: ~~2-28-10~~^{mm} 8-16-10

- CURRENT LICENSE STATUS: Active

- PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE AND HOW RESOLVED: NO

4. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

5. NAME AND TITLE OF COMPANY OFFICERS:

<u>Rick Ascolese</u>	<u>President & CEO</u>
<u>Bin Brom Kampf</u>	<u>West Division Vice President</u>
<u>Mark Wesel</u>	<u>Region Vice President</u>
<u>Manny Mendes</u>	<u>Branch Manager</u>

R.F.P. # DSG-1/10
EXHIBIT E - cont.

- 6. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES: 40 years through acquisitions
- 7. NUMBER OF YEARS COMPANY HAS PROVIDED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 40 years through acquisitions
- 8. CURRENT LANDSCAPE MAINTENANCE OPERATIONS
THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED BY ANSWERING THIS QUESTION (QUESTION 8.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

- TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 126
- PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 51.
- TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: \$1,220,000 yearly Basic Maintenance
- PUBLIC AGENCY PERCENTAGE OF TOTAL MAINTENANCE CONTRACT VALUE: 26%
- NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

- SUPERVISORS: 6 AVERAGE SALARY RANGE: \$45,600 / yr.
 - TECHNICIANS: 10 AVERAGE WAGE SCALE: \$ 14.00 /Hr.*
 - FOREMEN: 36 AVERAGE WAGE SCALE: \$ 12.00 /Hr.*
 - LABORERS: 80 AVERAGE WAGE SCALE: \$ 9.50 /Hr.*
- *Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - this is a prevailing wage project

- TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

- MOTOR VEHICLES
 - TYPE: Pick Ups F150 + 1500 NUMBER: 15
 - TYPE: Stake Bed Trucks E250 450 NUMBER: 22
 - TYPE: Dump Trucks F450 NUMBER: 9
 - TYPE: _____ NUMBER: _____

- POWER EQUIPMENT
 - TYPE: Gas Mowers NUMBER: 84
 - TYPE: Blowers NUMBER: 48
 - TYPE: Hedge Trimmers NUMBER: 47
 - TYPE: Weed Eaters NUMBER: 50

R.F.P. # DSG-1/10
EXHIBIT E – cont.

9. REFERENCES

• **LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

• REFERENCE INFORMATION FURNISHED MUST INCLUDE:

- NAME AND ADDRESS OF AGENCY;
- NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
- CONTRACT NAME(S) / NUMBER(S);
- ANNUAL CONTRACT AMOUNT(S);
- NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
- LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
- LENGTH OF CONTRACT(S).

• THE FOLLOWING QUESTIONS WILL BE ASKED OF EACH REFERENCE SUBMITTED IN RESPONSE TO THIS QUESTIONNAIRE:

- Number of contracts / years under contract?;
- Scope of contract(s)? Acreage(s)? Location(s)?;
- Contract amount(s)?;
- Adequate (quantity/quality) staffing?;
 - Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?;
- Ability to comprehend /speak English?;
- Appearance/Uniforms/Safety Equipment?;
- Additional personnel available for extra work/special projects?;
- Equipment in good working order?;
- Effective in-company communications system?;
- Knowledge of project/contract standard?;
- Ability to respond to complaints / requests in a timely fashion?;
- Willingness to resolve questions / disputes / deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?;
- Accurate & timely billing / invoicing?;
- Contract(s) successfully completed to term?;
- Would you accept future proposals/bids from this firm?.

References:

1. City of Rancho Cucamonga
9153 9th Street
Rancho Cucamonga CA 91730
Don Gentry (909) 477-2700
December 1999 to Present
\$1,689,160.05 Annually
Square Footage: 150 Acres
Areas Serviced: LMD's throughout the City.

2. Jurupa Community Services District
11201 Harrel Street
Mira Loma CA 91752
Ross Johnson (951) 685-7434
September 2006 to Present
\$761,082.00 Annually
Square Footage: 56 Acres
Areas Serviced: LMD's throughout the City.

3. City of Banning
5261 W. Wilson
Banning CA 92220
Duane Burke (951) 922-3138
September 2005 to Present
\$31,000.00 Annually
Square Footage: 2.5 Acres.
Areas Serviced: City Hall, Aquatic Center, Police Stations

R.F.P. # DSG-1/10
EXHIBIT E - cont.

PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

Facilities:

List location/address of facility(ies) from which work crews and equipment will be dispatched.

1616 Marlborough #5
Riverside CA 92507

Equipment:

List equipment to be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full, and comprehensive response.

Motor Vehicles

Ford F350 Stake Bed Truck Maintenance
Ford F150 Pick Up Irrigator

Turf Maintenance Power Equipment/Tools

1 36" Mower
1 21" Mower
2 Hedge Trimmers
2 Blowers
2 Weed Eaters
1 Gas Edger

Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools

(list both powered and hand equipment/tools)

1- Vermeer 1800 Chipper
1- Vermeer Stump Grinder

R.F.P. # DSG-1/10
EXHIBIT E - cont.

Equipment (cont.)

Irrigation System Maintenance Equipment

(List both powered and hand equipment/tools)

Rainmaster & Pro Max remote controls.

Fertilizer Application Equipment

(List both powered and hand equipment/tools)

*Lesco Spreader
Belly Grinder*

Pesticide Application Equipment

(List both powered and hand equipment/tools)

Lesco Backpack Sprayer.

R.F.P. # DSG-1/10
EXHIBIT E - cont.

Staff:

List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full, and comprehensive response.

General Landscape Maintenance

(List labor, and administrative and field supervisory personnel - include any relevant education, certification, licensing information for each person listed)

- (S) Conrado Sigala Area Manager
- (S) Lori Ledesma Office Admin.
- (S) Miguel Uribe Foreman
- (S) Salvador Gonzalez Labor
- (S) Juan Velasquez Labor

Tree Trimming/Maintenance

(Include any ISA or equivalent certified personnel)

- (S) Rafael Gomez ISA Certified

Irrigation System Maintenance

(List technical personnel - include any relevant education, certification, licensing information for each person listed)

- (S) Ramiro Ibarra Irrigation Tech.

Pesticide Application

(List licensed and/or certified personnel - all non-licensed, non-certified personnel must have received verifiable annual training)

- Manny Mendes Branch Manager BAL 34366
- Roy Velasquez Safety Coordinator BAL 37234

R.F.P. # DSG-1/10
EXHIBIT E – cont.

PROPOSED PROJECT WORK SCHEDULES

On the following two pages are blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in contract Exhibit A. Use additional sheets as necessary to provide a full, and comprehensive response.

MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the DSG-1 area in the box corresponding to the day of the week/month you propose to do them. List man-hours estimated to complete each task.
2. Be sure to include administrative work tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the DSG-1 area at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which you propose to do them. List man-hours estimated to complete each task.
2. Be sure to include any administrative work tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

R.F.P. # DSG-1/10
EXHIBIT E - cont.

PROPOSED PROJECT WORK SCHEDULES
DSG-1/10 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding + Spraying 3 men 24 hours Irrigator 8 hours	Blowing Walkways Mowing Edging Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Trash Pick Up Blowing Walkways 4 men 32 hrs. Irrigator 8 hrs. Job Walks + Meet City Inspector 1 hr.	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours
WEEK #2 Detail Trimming - Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Blowing Sidewalks Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Trash Pick Up Blowing Detail 4 men 32 hours Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours
WEEK #3 Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Blowing Sidewalks Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Trash Pick Up Blowing Sidewalks 4 men 32 hours Meet City Inspector 1 hour Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours
WEEK #4 Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Blowing Sidewalks Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours	Mowing Edging Trash Pick Up Blowing Sidewalks 4 men 32 hours Irrigator 8 hours	Detail Trimming Trash Pick Up Weeding Spraying 3 men 24 hours Irrigator 8 hours

R.F.P. # DSG-1/10
 EXHIBIT E - cont.

PROPOSED PROJECT WORK SCHEDULES
DSG-1/10 ANNUAL SCHEDULE SHEET

<p>JANUARY</p>	<p>FEBRUARY 22-0-6 Scotts Pro-Turf or 21-3-5 Best Turf w/Dimension 3 hrs.</p>	<p>MARCH</p>
<p>APRIL Humus Base Fertilizer 23-5-10 Best Poly Supreme Shrubs & Ground Cover -Aeration 40 hrs.</p>	<p>MAY</p>	<p>JUNE 22-5-5 Best Turf Gold 3 hrs.</p>
<p>JULY</p>	<p>AUGUST</p>	<p>SEPTEMBER 23-5-10 Best Poly Supreme Shrubs & Ground Cover</p>
<p>OCTOBER 22-5-5 Best Turf Gold 3 hrs. -Aeration 40 hrs.</p>	<p>NOVEMBER</p>	<p>DECEMBER</p>

R.F.P. # DSG-1/10
EXHIBIT E - cont.

PROPOSED ANNUAL MATERIAL SCHEDULE

Fertilizers:

List fertilizers to be furnished to execute work tasks specified in contract Exhibit A. Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full, and comprehensive response.

<u>TYPE</u>	<u>ESTIMATED ANNUAL AMOUNT</u>	<u>ESTIMATED ANNUAL COST</u>
- Best Turf Supreme w/ Dimension	1000 lbs.	\$ 600 ⁰⁰
- Scotts ^{or} Pro-Turf		\$ 840 ⁰⁰
- Best Turf Gold	2000 lbs.	
- Best Poly Supreme	2000 lbs.	\$ 750 ⁰⁰

Pesticides:

List pesticides to be furnished to execute work tasks specified in contract Exhibit A. Specify type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.) and brand name, estimated amount of each type/brand to be supplied annually, and estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

<u>TYPE/BRAND NAME</u>	<u>ESTIMATED ANNUAL AMOUNT</u>	<u>ESTIMATED ANNUAL COST</u>
Riverdale Razor-Pro		\$ 350
Fusilade - Grass Control		\$ 200
Zeneca - XL-20 pre-emergent		\$ 1500

R.F.P. # DSG-1/10
EXHIBIT E - cont.

COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

Communications:

Project General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In Field 6:00 am - 5:00 pm Area Manager Cell Phone
Office 8:00 am - 5:00 pm Office Staff
After Hours 5:00 pm - 8:00 am Answering Service (Emergency #)

Traffic Safety:

Project General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. Use additional sheets as necessary to provide a full, and comprehensive response.

Thruout Work Zone Safety Program that all employees need to be certified (Safety Coordinator Ray Velazquez) does weekly inspections and tailgate safety meetings. Traffic cones and arrow boards are used as needed.

R.F.P. # DSG-1/10
EXHIBIT E - cont.

Communications/Traffic Safety/Greenwaste Recycling (cont.)

Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope Of Work (see Appendix E. of project contract documents). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste you generate from your operations on the project. If you plan to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full, and comprehensive response.

CR & R Waste Management

P.O. Box 206

Stanton CA 90680

800-755-8112

Burke Industries

P.O. Box 7166

Buena Park CA 90622

909-786-0639

R.F.P. # DSG-1/10
EXHIBIT E - cont.

LIST OF SUBCONTRACTORS

SUBCONTRACTORS:

In compliance with the provisions of the Government Code, Section 4102, the undersigned proffer herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
	n/a	

R.F.P. # DSG-1/10
EXHIBIT E - cont.

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Manny Mendes

PRINTED NAME Manny Mendes

TITLE Branch Manager

COMPANY NAME TruGreen LandCare

DATE 1-13-10

R.F.P. # DSG-1/10
EXHIBIT E - cont.

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedule A), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and TruGreen LandCare, and as a further result, the aforesaid firm may be barred from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind TruGreen LandCare to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. - Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURE(S) Manny Mendes

PRINTED NAME(S) Manny Mendes

TITLE(S) Branch Manager

COMPANY NAME TruGreen LandCare

DATE _____

R.F.P. # DSG-1/10
EXHIBIT E - cont.

SCHEDULE II

BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

<u>SITE</u>	<u>COST PER MONTH</u>	<u>TOTAL COST FOR 12 MONTHS</u>
1. Tr 12305 ✓	\$ 16.90	\$ <u>202.80</u>
2. Tr 12773 ✓	\$ 323.06	\$ <u>3876.72</u>
3. Tr 12902 ✓	\$ 171.85	\$ <u>2062.20</u>
4. Tr 14387 ✓	\$ 63.46	\$ <u>761.52</u>
5. Tr 16769 ✓	\$ 175.50	\$ <u>2106.00</u>
6. Tr 18283 ✓	\$ 266.48	\$ <u>3197.76</u>
7. Tr 19141 ✓	\$ 136.61	\$ <u>1639.32</u>
8. Tr 19142 ✓	\$ 92.43	\$ <u>1109.16</u>
9. Tr 19210 ✓	\$ 216.92	\$ <u>2603.04</u>
10. Tr 19233 ✓	\$ 116.06	\$ <u>1392.72</u>
11. Tr 19474 ✓	\$ 169.42	\$ <u>2033.04</u>
12. Tr 19496 ✓	\$ 84.24	\$ <u>1010.88</u>
13. Tr 19529 ✓	\$ 77.92	\$ <u>935.04</u>
14. Tr 19533 ✓	\$ 173.16	\$ <u>2077.92</u>
15. Tr 19541 ✓	\$ 124.60	\$ <u>1495.20</u>
16. Tr 19675 ✓	\$ 59.67	\$ <u>716.04</u>
17. Tr 19862 ✓	\$ 206.04	\$ <u>2472.48</u>
18. Tr 19912 ✓	\$ 274.95	\$ <u>3299.40</u>
19. Tr 19937 ✓	\$ 488.83	\$ <u>5865.96</u>
20. Tr 20120 ✓	\$ 87.75	\$ <u>1053.00</u>
21. Tr 20197 ✓	\$ 320.11	\$ <u>3841.32</u>
22. Tr 20404 ✓	\$ 845.63	\$ <u>10,147.56</u>

R.F.P. # DSG-1/10
EXHIBIT E - cont.

<u>SITE</u>	<u>COST PER MONTH</u>	<u>TOTAL COST FOR 12 MONTHS</u>
23. Tr 20718 ✓	\$ 538.30	\$ <u>6459.60</u>
24. Tr 20941 ✓	\$ 224.64	\$ <u>2695.68</u>
25. Tr 21113 ✓	\$ 285.48	\$ <u>3425.76</u>
26. Tr 21345 ✓	\$ 154.44	\$ <u>1853.28</u>
27. Tr 21597 ✓	\$ 777.58	\$ <u>9330.96</u>
28. Tr 21737 ✓	\$ 91.73	\$ <u>1100.76</u>
29. Tr 21806 ✓	\$ 139.82	\$ <u>1677.84</u>
30. Tr 22999 ✓	\$ 74.97	\$ <u>899.64</u>
31. Tr 28882 ✓	\$ 491.00	\$ <u>5892.00</u>
32. Tr 20579 ✓	\$ 486.30	\$ <u>5835.60</u>
33. Tr 21333 ✓	\$ 1275.30	\$ <u>15,303.60</u>
34. Tr 22371 ✓	\$ 417.55	\$ <u>5010.60</u>
35. Tr 10191/18468 ✓	\$ 254.38	\$ <u>3052.56</u>
36. Tr 19080 ✓	\$ 474.80	\$ <u>5697.60</u>
37. Tr 31269-1 ✓	\$ 1023.12	\$ <u>12,277.44</u>
38. Tr 31268 ✓	\$ 165.15	\$ <u>1981.80</u>
39. Tr 30967 ✓	\$ 421.50	\$ <u>5058.00</u>
40. Tr 32018 ✓	\$ 264.55	\$ <u>3174.60</u>
41. Tr 31257 ✓	\$ 624.45	\$ <u>7493.40</u>
42. Tr 31424 ✓	\$ 204.75	\$ <u>2457.00</u>
43. Tr 32625 ✓	\$ 417.13	\$ <u>5005.56</u>
44. Tr 31269 ✓	\$ 174.33	\$ <u>2091.96</u>
45. Tr 22889 ✓	\$ 384.65	\$ <u>4615.80</u>
46. Tr 31591 ✓	\$ 384.80	\$ <u>4617.60</u>
47. Tr 31129 ✓	\$ 290.04	\$ <u>3480.48</u>
48. Tr 32715 ✓	\$ 297.53	\$ <u>3570.36</u>
TOTALS	\$ <u>14,829.88</u>	\$ <u>177,958.60</u>

R.F.P. # DSG-1/10
EXHIBIT E - cont.

Total Proposal Amount in figures: \$ 177,958 and 60 /100's Dollars

Total Proposal Amount in words: One hundred seventy-seven thousand nine and sixty /100's Dollars
hundred fifty-eight

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 2 has/have been received and is/are made a part of this proposal.

Hannel Mendes 1-14-10
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # DSG-1/10
EXHIBIT E – cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

- A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	\$ <u>9.00</u>	ea
		6"	@	\$ <u>13.00</u>	ea
		12"	@	\$ <u>20.00</u>	ea
2.	Pop-up gear drive sprink. in place:	4"	@	\$ <u>17.00</u>	ea
		12"	@	\$ <u>30.00</u>	ea
3.	Fixed Shrub sprink. In place:		@	\$ <u>6.00</u>	ea
4.	Fixed shrub gear drive sprink. In place:		@	\$ <u>15.00</u>	ea
5.	1 gal. shrub/vine/ground cover in place		@	\$ <u>8.00</u>	ea
6.	5 gal. shrub/vine/ground cover in place		@	\$ <u>25.00</u>	ea
7.	5 gal. tree in place (stakes incl)		@	\$ <u>32.00</u>	ea
8.	15 gal. tree in place (stakes incl)		@	\$ <u>80.00</u>	ea
9.	24" box tree in place (stakes incl)		@	\$ <u>275.00</u>	ea
10.	36" box tree in place (guy wires incl)		@	\$ <u>675.00</u>	ea
11.	Flat of ground cover in place		@	\$ <u>23.00</u>	ea
12.	Planter bed mulch in place		@	\$ <u>38.00</u> /cu. yd	
13.	Additional labor		@	\$ <u>30.00</u> /man hour	
14.	Additional supervision		@	\$ <u>45.00</u> /man hour	
15.	Additional Irrigation Technician		@	\$ <u>60.00</u> /man hour	

PROPOSER: _____

Truegreen Landcare
(Company Name)

R.F.P. # DSG-1/10
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15:
FROM PREVIOUS PAGE) \$ 1401.00

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = \$ 1611.15

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

- 1. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.0235 /sq. ft./mo.
- 2. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.02 /sq. ft./mo.

TOTAL COST SECTION B:
ITEMS 1 & 2 ABOVE = \$ 0.0435

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = \$ 1611.1935

PROPOSER: TruGreen Landcare
(Company Name)

R.F.P. # DSG-1/10
EXHIBIT E - cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

One hundred seventy-seven thousand, nine hundred fifty-eight and ^{sixty}/₁₀₀'s dollars
(Dollar Amount in Words)

\$ 177,958.60
(Dollar Amount in Figures)

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):

One thousand, six hundred - eleven and ^{nineteen}/₁₀₀'s dollars
(Dollar Amount in Words)

\$ 1611.1935
(Dollar Amount in Figures)

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:

One hundred seventy-nine thousand, five hundred sixty-nine and ^{seventy-nine}/₁₀₀'s dollars
(Dollar Amount in Words)

\$ 179,569.79
(Dollar Amount in Figures)

Date: 1-14-10

Proposer: TRUGREEN LANDSCAPE
(Company Name)

By: Manuel Mendez
(Signature)

Title: BRANCH MANAGER

State License Number and Classification: 774548 / C-27, D-49, C-61

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF _____

(Corporate Seal) PRESIDENT _____
SECRETARY _____

R.F.P. # DSG-1/10
EXHIBIT E - cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for _____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 1-14-10

Signature of Proposer Manuel Mendes

By Ingrid Landcut

Address of Proposer 1616 Marlborough #S
Riverside CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Firm:

(If a Corporation)

Signature of Proposer Manuel Mendes

By MANUEL MENDES

Title Branch Manager

Business Address 1616 Marlborough Ave Bldg S
Riverside, CA 92507

R.F.P. # DSG-1/10
EXHIBIT E - cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of ^(MM) Delaware CALIFORNIA

State License Number and Classification 774548 / C27

PRESIDENT _____

SECRETARY _____

TREASURER _____

(Corporate Seal)

TRUGREEN LandCaresm


DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contracts for R. F. P. #DSG - 1/10, Maintenance of Parkway Landscaping and Irrigation entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on January, 11, 2011.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: 
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: January 11, 2010

STATE OF TENNESSEE }
COUNTY OF SHELBY }

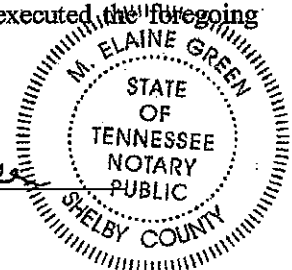
Before me, M. Elaine Green, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainor, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 11th day of January, 2010.

MY COMMISSION EXPIRES
November 20, 2011

My Commission Expires: _____

M. Elaine Green
Notary Public

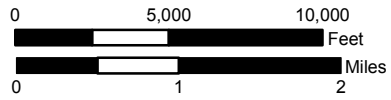
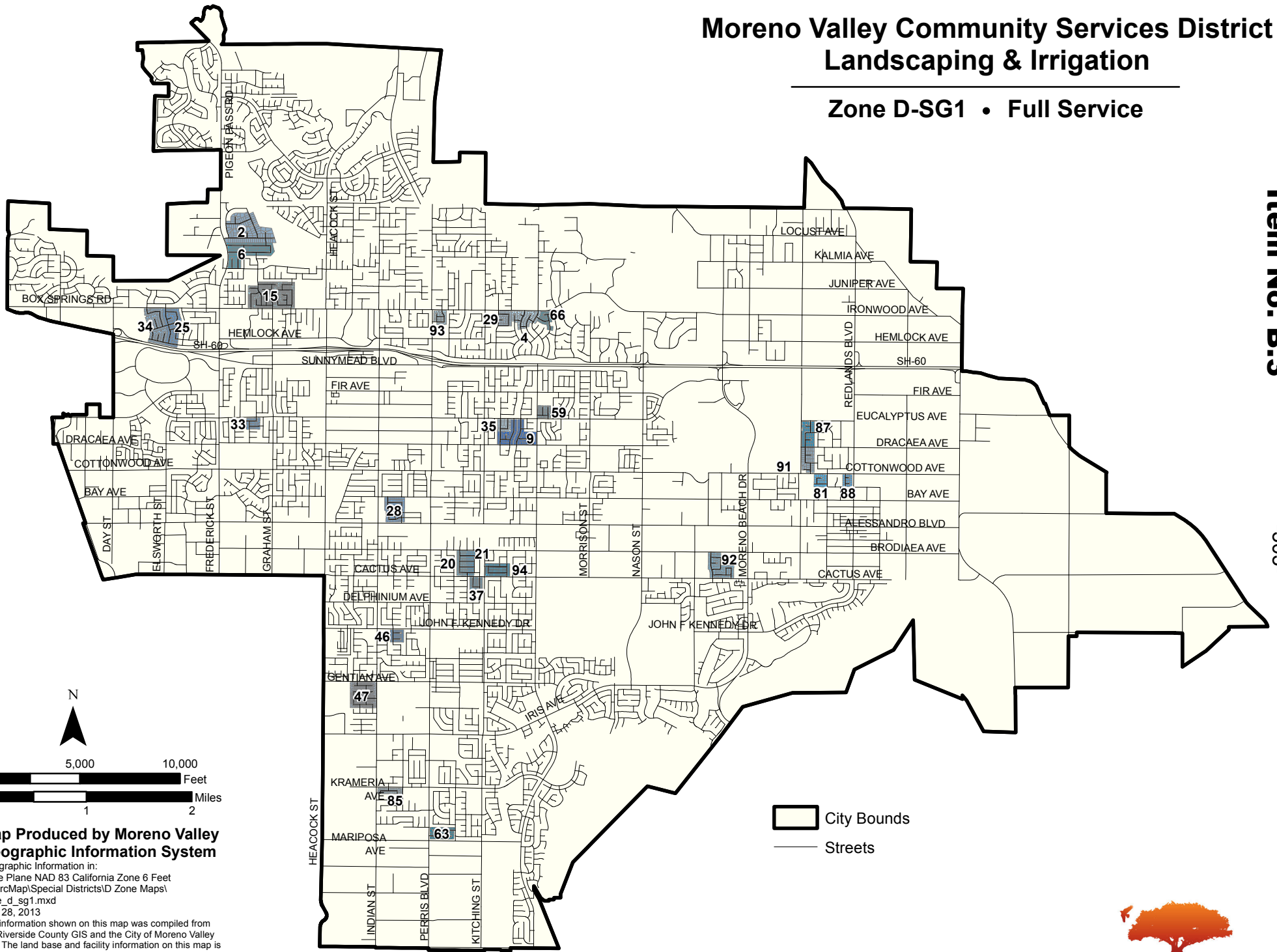


Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG1 • Full Service

Item No. B.3

-303-



**Map Produced by Moreno Valley
Geographic Information System**

Geographic Information in:
 State Plane NAD 83 California Zone 6 Feet
 G:\ArcMap\Special Districts\ID Zone Maps\
 zone_d_sg1.mxd
 May 28, 2013

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

City Bounds
 Streets



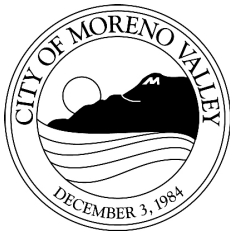
Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG1 • Full Service

<u>Map ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
2	TR 12305	722
4	TR 12902	7,344
6	TR 14387/12268	2,712
9	TR 16769	7,500
15	TR 18283	11,388
20	TR 19141	5,838
21	TR 19142	3,950
25	TR 19233	4,960
28	TR 19474	7,240
29	TR 19496	3,600
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,550
46	TR 20120	3,750
47	TR 20197	13,680
59	TR 21345	6,600
63	TR 21806	5,975
66	TR 22999	3,204
81	TR 31268	7,058
85	TR 30967	18,013
87	TR 31424	8,750
88	TR 32625	17,826
91	TR 31269	7,450
92	TR 31129	12,395
93	TR 32715	12,120
94	TR 21597	34,330

Total Area, Service Area: 225,010 sq ft

Total Acreage, Service Area: 5.17



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

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

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: FIRST EXTENSION OF THE AGREEMENT - PROJECT NO. DSG-2/12-13 ZONE D (REDUCED SERVICE LEVEL) MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the First Extension of the Amended Agreement ("Second Extension Agreement") for Maintenance of Parkway Landscaping and Irrigation Project No. DSG-2/12-13, with Mariposa Landscape, Inc., 15529 Arrow Highway, Irwindale, CA 91706 for Zone D (Parkway Landscape Maintenance Services) for areas receiving reduced landscape maintenance services.
2. Authorize the City Manager to execute the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Mariposa Landscape, Inc. in the not-to-exceed (NTE) amount of \$177,263.27 (\$157,263.27 for base services and \$20,000.00 for additional work services).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Amended Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. “Additional work services” include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone’s service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On March 28, 2012, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from three (3) landscape maintenance firms in response to a Request for Proposal (RFP) to provide reduced level landscape maintenance services of the landscaped parkways, medians, and the irrigation system associated with Zone D tracts. On July 10, 2012 upon staffs’ evaluation of the proposals and recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of Zone D (DSG-2 reduced service level landscape maintenance) to Mariposa Landscape, Inc., Irwindale, CA (the “Contractor”). The amount of the Agreement for the initial twelve-month term was \$165,884.00 for reduced service level landscape maintenance (\$155,784.00 for base services; \$10,100.00 for estimated additional work).

In July of 2012, the Contractor was notified that the parkway area of Tract 21616 had been converted from turf grass to planter materials, which adjusted the overall base amount of the Agreement from \$155,784.00 to \$154,285.56 (a reduction of \$1,498.44), which is consistent with the removal of the maintenance cost associated with the turf sq. footage and the addition of the planter sq. footage in accordance with the unit prices for additional work as provided for on, Exhibit E. Additional Work Price List, D. 3, of the Agreement. This change in the type of landscape material (from turf to planter) modified the overall Agreement from \$165,884.00 to \$164,385.56.

On May 14, 2013, the Agreement was amended to increase the additional work amount from \$10,100.00 to \$17,200.00 (an increase of \$7,100.00 in the additional work amount). The NTE cost of the Agreement as amended, (Amended Agreement), which also reflected the modification in the base amount of the Agreement for Tract 21616, for FY 2012/13, totaled \$171,485.56 (\$154,285.56 for base and \$17,200.00 for additional work).

The service levels for Zone D (DSG-2) as provided are consistent with the terms of the CSD Zone D General Service Level Guidelines, as listed the CSD Zone D Service Plan Policy, (adopted by the CSD Board on January 22, 2002, as most recently amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Amended Agreement. However due to staffing limitations of Special Districts field personnel, it is desirable to increase the frequency of irrigator technician inspections from the monthly inspection frequency, in accordance with the Amended Agreement, to a bi-monthly (every two weeks) inspection frequency. The increase in service will help to identify and address irrigation repairs in the

landscaped areas in Zone D (DSG-2) to prevent an unnecessary decline in the health of the plant material and reduce the potential increase in costs due to water loss. To accommodate this additional work, the Contractor has agreed to accept a 1.93% CPI increase in the base amount of the Amended Agreement adjusted it from \$154,285.56 to \$157,263.27 (an increase of \$2,977.71) and has agreed to extend the Amended Agreement based upon the same terms in accordance with the reduced service level for Zone D (DSG).

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the First Extension Agreement, is being recommended for authorization in the NTE amount of \$177,263.27 (\$157,263.27 for Zone D (DSG-2) base maintenance services and \$20,000.00 for Zone D (DSG-2) additional work). This is the first of four possible extensions allowed per the terms of the Amended Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Amended Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than \$100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the DSG-2/12-13 Amended Agreement, as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

DSG-2/12-13						
	FY 2012/13 Original Amended Agreement ¹	FY 2013/14 Proposed First Extension ²	FY 2014/15 Potential Second Extension ³	FY 2015/16 Potential Third Extension ³	FY 2016/17 Potential Fourth Extension ³	Cumulative Total
Base	\$ 154,285.56	\$157,263.27	\$157,263.27	\$ 157,263.27	\$ 157,263.27	\$ 783,338.64
Additional Work	\$ 17,200.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 97,200.00
Total	\$ 171,485.56	\$177,263.27	\$177,263.27	\$ 177,263.27	\$ 177,263.27	\$ 880,538.64

¹ The Original Agreement includes a reduction 3,670 sq. ft. of parkway turf in Tract 21616 that converted to planter material, which adjusted the base amount of the Agreement from \$155,784.00 to \$154,285.56 a reduction of (\$1,498.44). The Original Agreement as First Amended includes an added work amount to accommodate additional irrigation repair services, which adjusted the additional work amount from \$10,100.00 to \$17,200.00 (and increase of \$7,100.00) .

² The base amount for FY 2013/14 reflects a CPI increase of 1.93% (\$2,977.71) to cover the cost of added irrigation inspection services on a twice a month basis, an increase from the monthly inspection as per the Agreement. These services are necessary given the age of some Tract irrigation infrastructure. Also, the additional work amount for FY 2013/14 reflects a proposed increase for additional services, including replants and some irrigation repair services, as may be required.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$177,263.27 (\$157,263.27 for Zone D (DSG-2) base services and \$20,00.00 for Zone D (DSG-2) additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zone D (DSG-2 reduced service level landscape maintenance) tracts located throughout various designated areas of the city.*
2. Do not approve the First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said First Extension Agreement for DSG-2/12-13 with Mariposa Landscape, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$177,263.27 (\$157,263.27 for Zone D (DSG-2) base services and \$20,00.00 for Zone D (DSG-2) additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zone D (DSG-2 reduced service level landscape maintenance) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone D is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone D may only be used for landscape

maintenances services associated with the parkways and medians in Zone D. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year. These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the DSG-2/12-13 First Extension Agreement for Zone D tracts that receive reduced service level landscape maintenance.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
DSG-2	Mariposa Landscapes, Inc.	5111-30-79-25704-620910	\$ 157,263.27	\$ 20,000.00	\$ 177,263.27

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – First Extension Agreement for DSG-2/12-13for FY 2013/14

Attachment 2 – First Amendment to the Agreement

Attachment 3 – Agreement for DSG-2/12-13 for FY 2012/13

Attachment 4 – Site Map – Zone D (DSG-2/13-13)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

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

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FIRST EXTENSION AGREEMENT
PROJECT NO. DSG-2/12-13
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **Mariposa Landscape, Inc.**, (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated July 10, 2012, referencing Project No. DSG-2/12-13 Maintenance of Parkway & Median Landscaping and Irrigation for the maintenance of the District's parkway and median landscaping, and irrigation systems associated with certain tracts within the District's Zone D service area that receive reduced service level landscape maintenance; and,

WHEREAS, Contractor was provided written notification that 3,670 sq. ft. of parkway turf for Tract 21616 had been converted to planter material, which adjusted the overall base amount of the Agreement from \$155,784.00 to \$154,285.56 in accordance with the unit prices for additional work (additional landscape areas) as provided in the Agreement, Exhibit E, Additional Work Price List, D., 3.; and,

WHEREAS, a First Amendment to the Agreement (First Amendment and the Agreement, collectively referred to hereinafter as the "Amended Agreement") was entered into, which adjusted the Agreement to accommodate an additional work amount in FY 2012/13 from \$7,100.00 to \$17,200.00 an increase of \$10,100.00 for necessary additional work; and ,

WHEREAS, landscape maintenance services provided during the initial term of the Amended Agreement were sufficiently performed; and,

WHEREAS, District and Contractor agree to increase the frequency of irrigator inspection services from the current monthly schedule to a bi-monthly (every two week) schedule; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Amended Agreement and include a 1.93% CPI increase of \$2,977.71 to the base amount which will increase it from \$154,285.56 to \$157,263.27 to accommodate the increased frequency in irrigator inspection services from the current monthly schedule to a bi-monthly (every two week) schedule; and,

FIRST EXTENSION AGREEMENT
PROJECT NO. DSG-2/12-13
MAINTENANCE OF LANDSCAPING AND IRRIGATION

WHEREAS, the Amended Agreement, as extended, (First Extension Agreement) shall be extended for a period of twelve (12) months under the following terms:

1. The First Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014**.
2. In accordance with Exhibit D., 1., B., of the Agreement, this First Extension Agreement shall be considered the first of four possible extensions of the Amended Agreement.
3. For the period of this First Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this First Extension Agreement for maintenance of the Zone D (DSG-2 - reduced service level) parkways consistent with the payment terms of the Amended Agreement in the total amount of **THIRTEEN THOUSAND ONE HUNDRED FIVE AND 27/100 DOLLARS (\$13,105.27)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED SIXTY-THREE AND 27/100 DOLLARS (\$157,263.27)**.
4. Services per the terms of the Amended Agreement and for this First Extension Agreement will be provided to those tracts as identified on Exhibit A attached hereto this First Extension Agreement.
5. Notwithstanding Exhibit E., D., Additional Work Price List, 3., a., of the Agreement, the unit costs set forth therein shall be for any landscape areas added to the project during the period of this First Extension Agreement, which shall be at a cost of **\$0.0093/sq.ft./mo.**
6. Notwithstanding Exhibit C., 2., E., of the Agreement, for the period of this First Extension Agreement and except as specifically approved by subsequent action of the CSD Board or the City Manager, as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this First Extension Agreement or the Amended Agreement in excess of the cumulative total of **TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00)**.
7. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

FIRST EXTENSION AGREEMENT
PROJECT NO. DSG-2/12-13
MAINTENANCE OF LANDSCAPING AND IRRIGATION

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

Moreno Valley
Community Services District

Contractor: TruGreen Landcare

By: _____
Title: City Manager, Acting in the capacity of
District Manager to the Moreno Valley
Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or
Assistant Secretary

Date: _____
Affix Corporate Seal Below

FIRST EXTENSION AGREEMENT
PROJECT NO. DSG-2/12-13
MAINTENANCE OF LANDSCAPING AND IRRIGATION

DSG-2 Tract	Estimated Turf sq. footage	Estimated planter sq. footage	FY 2013/14 Cost
17176		21,097	\$ 2,244.00
21332		19,440	\$ 2,064.00
21333		54,500	\$ 5,772.00
20727		51,216	\$ 5,424.00
10980/13576/19081		20,291	\$ 2,148.00
20030		11,200	\$ 1,188.00
19551		36,364	\$ 3,852.00
22093		8,873	\$ 936.00
18512/21322		59,940	\$ 6,348.00
31257		26,686	\$ 6,012.00
19032		9,132	\$ 972.00
11848		9,066	\$ 960.00
10191/18468		10,871	\$ 1,152.00
18930		38,849	\$ 4,116.00
19862		8,805	\$ 936.00
21737	2,640	1,280	\$ 1,608.00
20072		23,550	\$ 2,496.00
19208		17,680	\$ 1,872.00
19799		17,652	\$ 1,860.00
28882		20,983	\$ 2,220.00
18784/20906		30,432	\$ 3,228.00
16768		16,281	\$ 1,728.00
17033		9,990	\$ 1,056.00
19500		3,636	\$ 384.00
22371		17,844	\$ 1,896.00
20525		16,500	\$ 1,752.00
23046		16,000	\$ 1,692.00
24721		6,882	\$ 732.00
31591		16,445	\$ 1,740.00
22276		11,690	\$ 1,236.00
22277		20,485	\$ 2,172.00
17337		37,680	\$ 3,996.00
15387		9,049	\$ 960.00
19957		6,810	\$ 720.00
20032		14,076	\$ 1,488.00
19509		18,328	\$ 1,944.00
16770		5,830	\$ 612.00
32018		7,865	\$ 828.00
19852		28,800	\$ 3,036.00
27526		16,373	\$ 1,740.00
30027		45,833	\$ 4,860.00
19518/18372		12,634	\$ 1,344.00
13585	4,600	2,000	\$ 2,508.00
20941	2,145	7,455	\$ 1,920.00

Exhibit A

FIRST EXTENSION AGREEMENT
PROJECT NO. DSG-2/12-13
MAINTENANCE OF LANDSCAPING AND IRRIGATION

DSG-2 Tract	Estimated Turf sq. footage	Estimated planter sq. footage	FY 2013/14 Cost
31269-1		43,723	\$ 4,632.00
31284		28,321	\$ 3,000.00
17387		4,384	\$ 468.00
19143		4,864	\$ 516.00
21616		23,528	\$ 2,521.56
17867		13,778	\$ 1,464.00
12773		13,806	\$ 1,476.00
19685		62,530	\$ 6,624.00
19210		9,270	\$ 984.00
19363		13,320	\$ 1,416.00
19434		13,848	\$ 1,392.00
17457		3,444	\$ 396.00
19912		11,750	\$ 1,248.00
20552		19,458	\$ 2,064.00
20404		36,138	\$ 3,828.00
20718		23,004	\$ 2,448.00
20869		2,100	\$ 300.00
15433		24,161	\$ 2,568.00
22889		16,438	\$ 1,752.00
19937		20,890	\$ 2,220.00
20301	3,400	3,800	\$ 2,208.00
20660		11,912	\$ 1,272.00
20859		33,630	\$ 3,564.00
21113	1,700	10,500	\$ 2,076.00
20715		51,280	\$ 5,436.00
29038		6,243	\$ 660.00
Sub-Total	14,485	1,352,513	\$ 154,285.56
Added Cost for Irrigator Services ¹			\$ 2,977.71
Total Base Contract Agreement Cost			\$ 157,263.27

¹ For added irrigator services, in FY 2013/14 from monthly to bi-monthly.

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**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
MORENO VALLEY COMMUNITY SERVICES DISTRICT
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION**

PROJECT NO. DSG-2/12-13

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Mariposa Landscapes, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for RFP NO. DSG-2/12/13 PROJECT NO. DSG-2/12-13, hereinafter referred to as "Agreement," dated July 10, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for the DSG-2 areas as provided in the Agreement; and,

WHEREAS, the Agreement was authorized in the not-to-exceed (NTE) amount of \$165,884.00 (\$155,784.00 for base maintenance services to be paid at a rate of \$12,982.00 per month, one month in arrears and \$10,100.00 for additional work); and,

WHEREAS, on July 30, 2012, a notification letter was submitted to the Contractor that 3,670 sq. ft. of parkway turf had been converted to planter material, which adjusted the Agreement from \$165,884.00 to \$164,385.56 (a reduction in the base maintenance from \$155,784.00 to \$154,285.56); and,

**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-2/12-13**

WHEREAS, the amount of additional work that was identified is greater than anticipated when the Agreement was entered into, which will require a \$7,100.00 increase in the Agreement's additional work allocation from \$10,100.00 to \$17,200.00, to cover the cost of additional services, which includes but is not limited to labor and materials, for irrigation repairs and replanting services to be performed or provided by the Contractor.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Total Contract Amendment from \$165,884.00 to \$171,485.56 (\$154,285.56 for base maintenance services, to be paid at a rate of \$12,857.13 per month, one month in arrears and \$17,200.00 for additional work).

1.1.a. Base Amount: Base amount was reduced from \$155,784.00 to \$154,285.56 by \$1,498.44.

1.1.b. Additional Work: Amend the Additional Work Amount of the Agreement, Exhibit C, Section 2. E. from \$10,100.00 to \$17,200.00, an increase of \$7,100.00, to accommodate additional labor and material costs associated with irrigation and replanting services.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

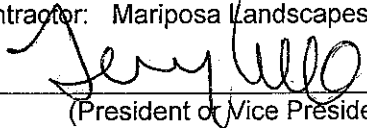
**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. DSG-2/12-13**

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

Moreno Valley Community Services District

Contractor: Mariposa Landscapes, Inc.

By: _____
Title: City Manager, acting in the capacity of
District Manager to the Board of Directors
of the Moreno Valley Community Services
District

By: 
Title: (President or Vice President)

Date: _____

Date: 04-25-13

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

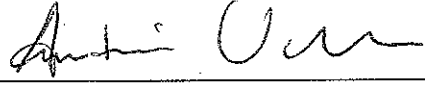
City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

By: 
Title: Corporate Secretary or Assistant
Secretary
(If applicable)

Date: 04-25-13

Affix Corporate Seal Below
(If applicable)

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RFP NO. DSG-2/12-13

Page 1

INDEPENDENT CONTRACTOR AGREEMENT

RFP NO. DSG-2/12-13

PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT

ZONE D

MAINTENANCE OF PARKWAY & MEDIAN

LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	<u>Mariposa Landscapes, Inc.</u>
Street Address	<u>15529 Arrow Hwy.,</u>
Street Address	<u></u>
City, State, Zip	<u>Irwindale, CA 91706</u>
Mailing Address	<u></u>
(If same as Street Address, write same or same as above)	<u>Same</u>
Business Phone (with area code)	<u>(626) 960-3809</u>
Cell or Mobile Phone (with area code)	<u></u>
Other Contact Number (with area code)	<u>(909) 429-2546</u>
Fax Number	<u></u>
Email Address	<u></u>
Social Security Number	<u></u>
Business License Number	<u></u>
Federal Tax ID Number	<u></u>
Contractor's License Number & Classification	<u>592268/ C-27, A, C61/D49</u>

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

- B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Except for compliance with service schedules, general and technical specification provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:
- General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:
- | | |
|-----------------|---|
| Bodily Injury | \$1,000,000 per occurrence/ \$2,000,000 aggregate |
| Property Damage | \$1,000,000 per occurrence/ \$2,000,000 aggregate |
- Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.
- Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of

carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the

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

- I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.
- J. Termination.
1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.
 2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.
- L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California

N. **Notices.** All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 15529 Arrow Highway, Irwindale, CA 91706
[Mailing Address (Post Office Box, if applicable)]
626-960-0196
[Telephone number]
626-960-8477
[Fax number]
jaimeg@mariposa-ca.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Sharon Sharp, Senior Management Analyst
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District

By: Michelle Dawson
Title: City Manager, acting in the capacity of
District Manager to the Board of
Directors of the Moreno Valley
Community Services District

Date: 7/10/12

Contractor

By: [Signature]
Title: (President or Vice President)

Date: June 25, 2012

INTERNAL USE ONLY	
ATTEST:	<u>[Signature]</u> City Clerk
APPROVED AS TO LEGAL FORM:	<u>[Signature]</u> City Attorney 7-9-12 Date
RECOMMENDED FOR APPROVAL:	<u>[Signature]</u> Department Head 7/9/12 Date

By: [Signature]
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: June 25, 2012

Affix Corporate Seal Below
(If applicable)

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

General Partners must sign on behalf of the partnership.

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

EXHIBIT A
RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION**

1. GENERAL PROVISIONS - SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the Board of Directors of the Moreno Valley Community Services District establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Specification Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the General and Technical Specification Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:
 - 1. Fertilization;
 - 2. Turf Aeration;
 - 3. Application of pesticides by any method;
 - 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather; and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

- G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day in advance for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director

- C. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.
- D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
1. City Manager
 2. Director of Public Works
 3. Police Department
 4. Fire Department
 5. Special Districts Division Manager
 6. Street Maintenance Supervisor
 7. Senior Landscape Services Inspector
 8. Landscape Services Inspector
 9. Landscape Irrigation Technician.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.
- Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.
- C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Exhibit A Section 3, paragraph B., above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Section 3, paragraph J of the Independent Contractor Agreement.

8. USE OF CHEMICALS

- A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- B. Director shall be notified in writing of any changes or deviations from the list as referenced in Exhibit A, Section 8, Paragraph A. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City and the Community Services District of the City of Moreno Valley (CSD). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City or CSD and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the CSD that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

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

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL SPECIFICATION PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.
2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall

- be adjusted within these parameters on a seasonal basis.
8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
 9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
 10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
 11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
 12. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.
 13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.
 14. Aeration:
 - (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, in Exhibit E, unless otherwise directed by the Director;
 - (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Specification Provisions - Fertilization, Section 18.
 15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.
 16. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.
3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
4. Trees shall be pruned at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Portions of trees up to eighteen feet (18') in height shall:
 - (a) Be pruned to enable successful adaptation to their particular site situation;
 - (b) Have no more than one-third (1/3) of living branches removed annually;
 - (c) Be fertilized only as directed by District field staff.
6. Portions of trees over eighteen feet (18') in height shall:
 - (a) Be inspected annually;
 - (b) Pruned and/or trimmed as necessary to maintain proper site orientation;
 - (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
7. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;

- (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
8. The following practices shall not be allowed:
- (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 - (c) Use of pruning paint/pruning compound/wound dressing;
 - (d) Use of climbing spurs or gaffs.
9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.
11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
12. Pest control: See Technical Specification Provisions – Pesticide Use, Section 19.
13. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:

- (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned in a manner that will:
- (a) Enable successful adaptation to their particular site situation;
 - (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
6. Pruning tools must:
- (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
7. The following practices are not allowed:
- (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 - (c) Use of pruning paint/pruning compound/wound dressing.
8. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.
9. Pest control: See Technical Specification Provisions -Pesticide Use, Section 19.
10. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Technical Specification Provisions, ground covers

are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:
 - (a) Remove dead, diseased, or damaged branches/crowns;
 - (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) In accordance with accepted practices for the particular species in question;
5. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
7. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.
8. Pest control: See Technical Specification Provisions -Pesticide Use, Section 19.
9. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as

weeds.

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.
3. Chemical weed control: See Technical Specification Provisions – Pesticide Use, Section 19.
4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.
5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
6. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.
3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.
4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.
5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:
 - (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;
 - (b) Be turned off during periods of rainfall, or as directed by District field staff;
 - (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
 - (a) Be operated only when Contractor's personnel are present on site;
 - (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;
 - (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.
9. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.
2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.
4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
5. The Contractor shall dispose of all debris and litter, as described herein

Exhibit A, Section 17, letter G, paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. - Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
5. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4

18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER**A. TURF FERTILIZATION**

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this Specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTT'S® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.
3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground

cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better

TABLE II

Month**	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

**Service areas on Level 3 (12 Week) service rotation receive shrub and ground cover fertilization one time (1) per year in April.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification is required to Director five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.
2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - (b) No injecting or drilling into tree trunk will be allowed.
 - (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - (d) Any fertilizers containing iron will be removed from concrete surfaces.

before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL SPECIFICATION PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.
3. All pesticide applications shall be applied as directed by the Director.
4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A., Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. Disposal of empty pesticide containers, if made in the County of Riverside,

shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. For pesticide application reporting specifications, see Exhibit A., Section 3 – Functions and Responsibilities and Exhibit A., Section 8. – Use of Chemicals.
3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control
 - (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.
 - (b) Appropriate chemical control must be used on the following weeds.
 - Bermuda Grass
 - Kikuyu Grass
 - Nutsedge
 - Field Bindweed
 - Spurge

The aforementioned list is inclusive; other species may be added by the Director as necessary.

- (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C.,

Section 4.

2. Snail Control

- (a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp.

- (b) Snails shall be controlled on an as needed basis on all other plant material.
- (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

- (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (e) All other insect, disease, and fungus problems will be treated on a site-and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

- (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

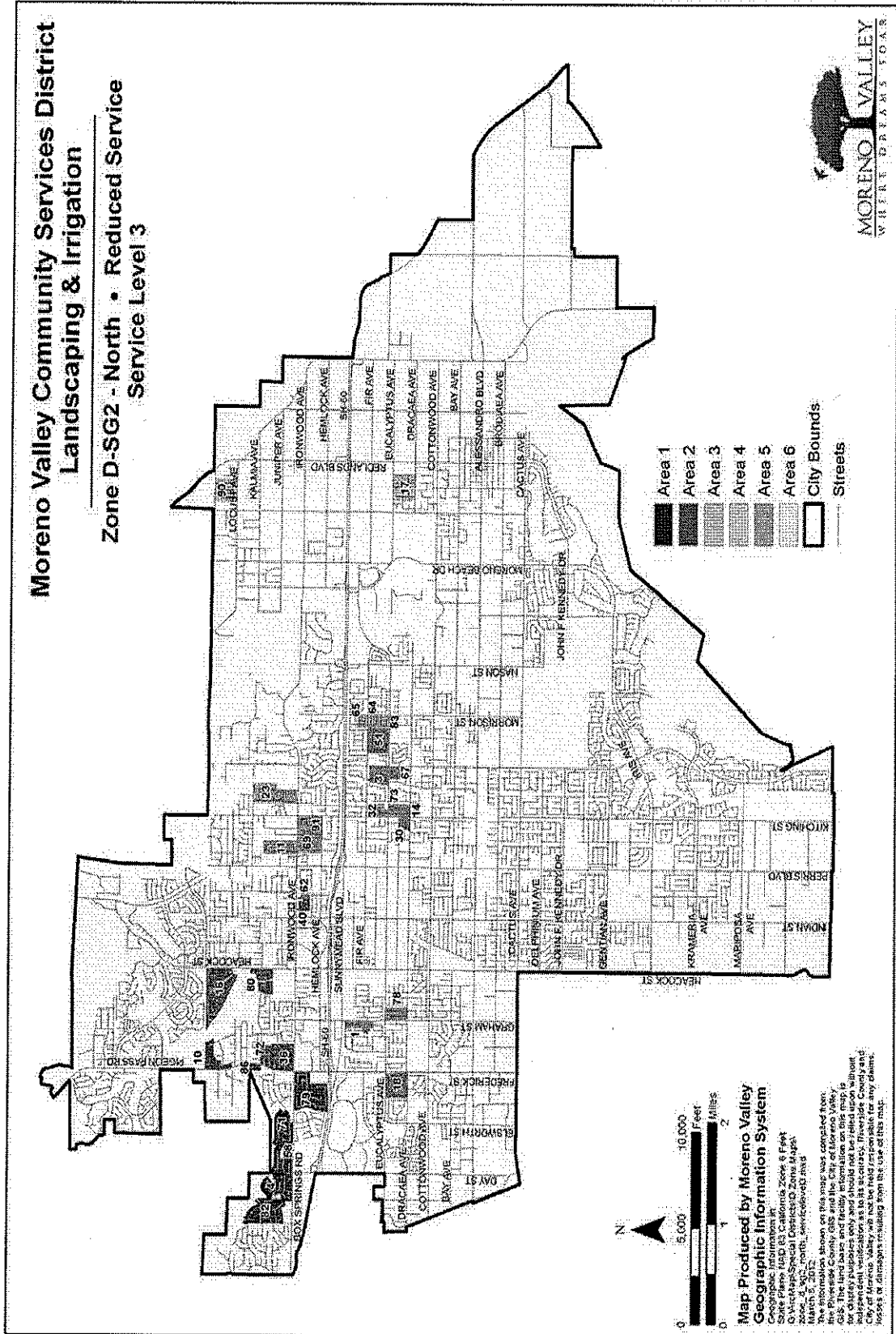
2. Insect and Disease Control

- (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

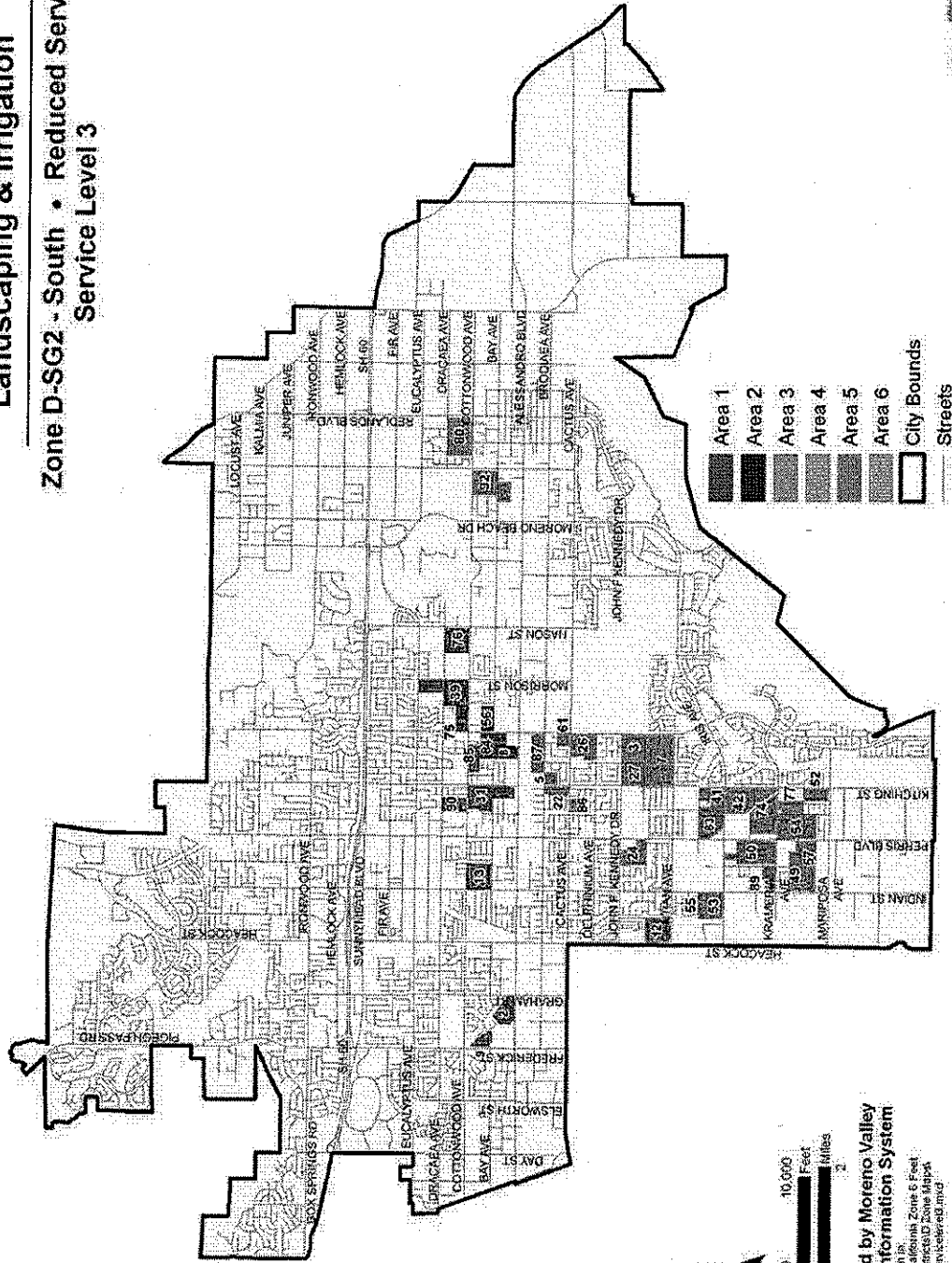
All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAPS



Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service Service Level 3



- Area 1
- Area 2
- Area 3
- Area 4
- Area 5
- Area 6
- City Bounds
- Streets

**Map Produced by Moreno Valley
Geographic Information System**
Geographic Information System
East Phase IRID 33 California Zone 6 Feet
Scale: 1:10,000
Map Date: 03/01/2012
The information shown on this map was derived from
the Riverside County GIS and the City of Moreno Valley
GIS. The base data and facility information on this map is
provided for informational purposes only and should not be used for
independent decisions. The City of Moreno Valley and its
employees and contractors are not held responsible for any claims,
damages or damages resulting from the use of this map.



EXHIBIT B: District Responsibilities

RFP NO. DSG-2/12-13

PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

- A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of the same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. DSG-2/12-13
PROJECT NO. E-3/11- 12

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

- A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

- B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.
- C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of twelve thousand, nine hundred and eighty-two dollars and 00/100 (\$12,982.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed One hundred and fifty-five thousand, seven hundred and eighty-four dollars and 00/100 (\$155,784.00), except as provided for in Section 2 below.
- D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

- E. The minimum information required on all invoices includes:
1. Vendor Name, Mailing Address and Phone Number
 2. Invoice Date
 3. Vendor Invoice Number
 4. City – provided Reference Number (Project No. and Title)
 5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.
- G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

- A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Sections B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B., below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after

receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

- C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.
- D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).
- E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of \$10,100.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- A. Work required in the General or Technical Specification Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General and/or Technical Specification Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of

\$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. DSG-2/12-13

PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

- A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate (12) months thereafter on June 30, 2013.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:
- That the Contractor's performance during the preceding twelve months has been satisfactory, and;
- That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.
- D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. DSG-2/12-13

PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D

MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

RFP NO. DSG-2/12-13
PROJECT NO. DSG-2/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE D
MAINTENANCE OF PARKWAY & MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I – VENDOR INFORMATION

A. COMPANY NAME: Mariposa Landscapes, Inc.

TYPE

- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS (STREET) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

C. COMPANY ADDRESS (MAILING) 15529 Arrow Highway

(CITY, STATE, ZIP) Irwindale, CA 91706

D. BUSINESS PHONE NUMBER(with area code) 626-960-0196

E. SATELLITE OFFICE ADDRESS (if applicable):

11093 Almond Ave
Fontana, CA 92337

F. SATELLITE OFFICE PHONE NUMBER 909-429-2546

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: _____
592268/ C-27, A, C61/D49

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 22 yrs

3. LICENSE EXPIRATION DATE: 4/30/14

4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes No

6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

H. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4245898

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

<u>Terry Noriega</u>	<u>President</u>
<u>Antonio Valenzuela</u>	<u>Secretary</u>
_____	_____
_____	_____

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 32 years

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 32 years

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 70

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 65%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: _____
\$15,000,000.00

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: <u>11</u>	AVERAGE WAGE SCALE: <u>\$ 65.00</u> /hr*
TECHNICIANS: <u>55</u>	AVERAGE WAGE SCALE: <u>\$ 45.00</u> /Hr.*
FOREMEN: <u>77</u>	AVERAGE WAGE SCALE: <u>\$ 35.00</u> /Hr.*
LABORERS: <u>157</u>	AVERAGE WAGE SCALE: <u>\$ 30.00</u> /Hr.*

*Use the fully burdened rate (i. e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

• TYPE: Dump Truck NUMBER: 4

• TYPE: Pick-Up Truck	NUMBER: 53
• TYPE: Stake	NUMBER: 53
• TYPE: Sweeper	NUMBER: 1
Large Water Truck	1

B POWER EQUIPMENT

• TYPE: Mowers	NUMBER: 78
• TYPE: Weed eaters	NUMBER: 118
• TYPE: Blowers	NUMBER: 101
• TYPE: Edgers	NUMBER: 47
Hedge trimmers	105
Reels	4
Trailers	47
Roll-off Bins	18

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

- A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
- B. REFERENCE RESPONSES MUST INCLUDE:
1. NAME AND ADDRESS OF AGENCY;
 2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
 3. CONTRACT NAME(S) / NUMBER(S);
 4. ANNUAL CONTRACT AMOUNT(S);
 5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
 6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
 6. LENGTH OF CONTRACT(S).
- C. THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:
1. How many (number) of contracts and years under contract?
 2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
 3. What are/were the Contract amount(s)?
 4. Do/did they have adequate (quantity/quality) staffing?
 5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
 6. Does staff have the ability to comprehend/speak English?
 7. How are/were the appearance, uniforms, and use of safety equipment?
 8. Do/did they have availability of additional personnel for extra work/special projects?
 9. Is/was the equipment used in good working order?
 10. Do/did they have an effective in-company communications system?
 11. How is/was the knowledge of and the project/contract standards?
 12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

II: REFERENCES

Name: City of Baldwin Park
Address: 13135 E. Garvey Ave
Baldwin Park, CA 91706
Contact: Mike Salas
Acting Field Supervisor
Phone: 626-224-0100
Contract Name: Landscape Maintenance for the City of Baldwin Park
Contract Amount: \$90,000.00/year
Acreeage: 18 Acres throughout the city
Locations: Various Locations
Length of Contract: 1999 – Current



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Name: City of Rancho Cucamonga
Address: 9153 9th Street
Rancho Cucamonga, CA 91730
Contact: Steve Relph
Supervisor
Phone: 909-677-6251
Contract Name: Landscape Maintenance for the City of Rancho Cucamonga
Contract Amount: \$1,164,213.00/year
Acreage: 68 Acres
Locations: Various Locations
Length of Contract: 1989-Current



Name: City of Long Beach
Address: 333 W. Ocean Blvd
Long Beach, CA 90802
Contact: Theresa Maceyka
Maintenance Operations Supervisors
Phone: 562-570-4879
Contract Name: Landscape Maintenance for the City of Long Beach
Contract Amount: \$639,152.00/year
Acreage: 262 Acres throughout the city
Locations: Various Locations throughout the city
Length of Contract: 2009-Current

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT & STAFFING SCHEDULE

- A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc.
11093 Almond Ave
Fontana, CA 92337

- B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

walk behind aerators (S)
backpack blowers (S)
various hand tools (S)

2. **Motor Vehicles:**

3/4 ton full size pickup (S)
3/4 ton full size ext. cab pickup (S)
3/4 ton full size irrigation truck (S)
Utility trailer (S)

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

50" bagger ride-on mower (S)
21" bagger walk behind mower (S)
walk behind edger (S)
Weedeater (S)

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Hedgetrimmer
Stick hedgetrimmer
Pole saw
hand pruners
lopers
rakes
burlaps

RFP NO. DSG-2/12-13

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

Shovels (Various)
Picks
Pipe cutter
Pipe wrenches (various)
Screw drivers (various)
volt meter
wire tracer
hand held remote
pliers

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

walk behind broadcast spreader
hand held broadcast spreader

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

backpack sprayer

- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**

(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Luis Valenzuela, Maintenance Division Manager - CLT, QAC, Arborist (also refer to attached resume)

Jaime Garcia, Maintenance Supervisor - QAC (also refer to attached resume)

Forman - To Be Assigned upon award of contract

Irrigator - To Be Assigned upon award of contract

Laborer 1 - To Be Assigned upon award of contract

Laborer 2 - To Be Assigned upon award of contract

(Subject to change or modify)

2. **Tree Trimming/Maintenance:**

(List any ISA or equivalent certified personnel)

Tasks to be performed by Assigned Routine Crew

3. **Irrigation System Maintenance:**

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Irrigator to be assigned upon award of contract.

4. **Pesticide Application:**

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

Tasks to be performed by Assigned Routine Crew

Resumes

Mariposa has experienced dedicated professionals who make up the management and supervisory team. The combination of qualified, dedicated management and well-trained workers enables us to provide quality services in landscape installation, maintenance and tree care. The following list reflects the qualifications of our management and supervisory staff.

Management

Terry Noriega - President

- 32 years experience in landscape installation and maintenance
- B.S. in Ornamental Horticulture: California State Polytechnic University, Pomona
- California Contractors License:
 - C-27 -Landscaping
 - A -Engineering
 - C61 /D49 -Tree Trimming
- Pest Control Advisor::
 - Insects, Mites and Other Invertebrates
 - Plant Pathogens
 - Nematodes
 - Vertebrate Pests
 - Weed Control
 - Plant Growth Regulators
- Qualified Applicator License:
 - Categories A, B, C, D, E, F, H
- Certified Landscape Technician:
 - Ornamental Maintenance
 - Turf Maintenance
- Certified Arborist: International Society of Arboriculture:
 - #WE-1182A
- Certified Consulting Arborist (candidate): American Society of Consulting Arborists
- Certified Playground Safety Inspector
- Arizona Contractors License:
 - ROC178088 K-21
- Arizona, Qualifying Party License:
 - #8263
- Arizona Pest Control Business License:
 - #8246



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Antonio Valenzuela – Vice President of Operations

- 23 years experience in landscape maintenance, and irrigation troubleshooting
- Qualified Applicator Certificate:
 - Category B, C, F
- Certified Landscape Technician:
 - Ornamental Maintenance
 - Turf Maintenance
- Backflow Certification in Los Angeles County
- Landscape Water Auditor: Cal Poly SLO
- Certified Landscape Professional
- Certified Playground Safety Inspector

Theresa Lu - Controller

- 25 years experience in Accounting and Business Administration
- B.S. in Accounting from Metropolitan State College, Denver
- Licensed Property & Casualty Insurance Broker

Landscape Maintenance

Jaime Garcia – Landscape Maintenance Supervisor

- 18 years experience in the landscape industry
- Qualified Applicator License:
 - Category B, C
- Certified Landscape Technician:
 - Irrigation

Luis Valenzuela – Landscape Maintenance Regional Manager, Southern California

- 21 years experience in landscape and construction operations
- Qualified Applicator Certificate:
 - Category B
- Certified Landscape Technician:
 - Irrigation
- Certified Arborist: International Society of Arboriculture:
 - # WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

Estimating

Joshua Cho – Estimator

- 25 years experience in landscape maintenance, construction and design
- B.S. in Landscape Architecture, Cal Poly Pomona
- Landscape Designer

**Note: Additional Information Available Upon Request

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 58-59 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedule for performing the services as describe in Exhibit A. For those services listed under the Technical Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for ZONE D. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the ZONE D areas in the box corresponding to the day of the week/month the work is proposed to be performed.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the ZONE D areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.
2. Be sure to include any administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

ZONE D MONTHLY SCHEDULE SHEET

**SERVICE SCHEDULE LEVEL 3
PROPOSED PROJECT WORK SCHEDULES**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Litter control Mow/edge/detail Blow/clean up Irrig. inspect/adjust Weed control (partial)	Litter control Weed control Blow/clean up Irrig. inspect/adjust Trim trees/vines/ shrubs/gc (partial) Weed control (partial)	Litter control Irrig. inspect/adjust Trim trees/vines/shrubs/ gc (partial)	Litter control Blow/clean up Trim trees/vines/ shrubs/gc (partial) Weed control (partial) Pest control (partial)	NO WORK
WEEK #2 Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above
WEEK #3 Mow/edge/detail Blow/clean up	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	NO WORK
WEEK #4 Irrig. inspect/adjust	Irrig. inspect/adjust	Irrig. inspect/adjust	NO WORK	Same as above

ZONE D ANNUAL SCHEDULE SHEET**SERVICE SCHEDULE LEVEL 3
PROPOSED PROJECT WORK SCHEDULES**

JANUARY Routine Maint. Weed control	FEBRUARY Routine Maint. Fertilize turf w/ 22-0-6 + preemergent Shrub, GC care/trim	MARCH Routine Maint.
APRIL Routine Maint. Aerate Fertilize shrubs & GC w/ 23-5-10	MAY Routine Maint. Shrub, GC care/trim Weed control	JUNE Routine Maint. Fertilize turf w/ 22-5-5
JULY Routine Maint.	AUGUST Routine Maint. Shrub, GC care/trim Weed control	SEPTEMBER Routine Maint.
OCTOBER Routine Maint. Fertilize turf w/ 22-5-5	NOVEMBER Routine Maint. Shrub, GC care/trim Weed control	DECEMBER Routine Maint.

I: FREQUENCY OF SERVICE TABLE

Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care Mow/edge/trim Aeration	Weekly Bi-annually (Spring & Fall)	Every other week Bi-annually (Spring & Fall)	Every other week Annually (Spring)
17.C. Shrub Care Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Ground covers, shrubs & trees - Pesticide usage criteria	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*

* specification of month to be approved by Director in advance of application

VI: ZONE D - SAMPLE SERVICE SCHEDULES

A ZONE D - 4 WEEK ROTATION Sample based on Service Schedule Level 1 Frequency

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 South	15387	2	9,043		
DSG2 South	6	19957	6,810		
DSG2 South	13	20033	14,076		
DSG2 South	31	19509	18,328		
DSG2 South	85	18770	5,830		
DSG2 South	80	32018	11,306		
DSG2 South	39	19852	28,800		
DSG2 South	75	27528	16,373		
DSG2 South	30027		45,833		
DSG2 South	8	19518/18372	12,634		
DSG2 South	84	13585	6,600		Grass
DSG2 South	56	20941	9,600		
DSG2 South	80	31258-1	43,723		Grass
DSG2 South	92	31284	28,321		
DSG2 South	5	17387	4,354		
DSG2 South	22	19143	4,864		
DSG2 South	61	21616	23,528		
DSG2 South	87	17867	13,778		
DSG2 South	3	12773	13,806		
DSG2 South	7	19685	62,530		
DSG2 South	24	19210	9,270		
DSG2 South	26	19353	13,320		
DSG2 South	27	19434	13,242		
DSG2 South	86	17457	3,444		
DSG2 South	11	19912	11,750		Grass
DSG2 South	40	20582	19,458		Grass
DSG2 South	53	20718	23,034		
DSG2 South	35	20860	21,100		
DSG2 South	83	15433	24,161		
DSG2 South	89	22889	16,438		
DSG2 South	42	19937	20,890		
DSG2 South	49	20301	7,200		Grass
DSG2 South	52	20660	11,912		Grass
DSG2 South	54	20859	33,650		Grass
DSG2 South	57	21113	12,200		Grass
DSG2 South	71	20715	51,250		Grass
DSG2 South	71	25058	8,243		

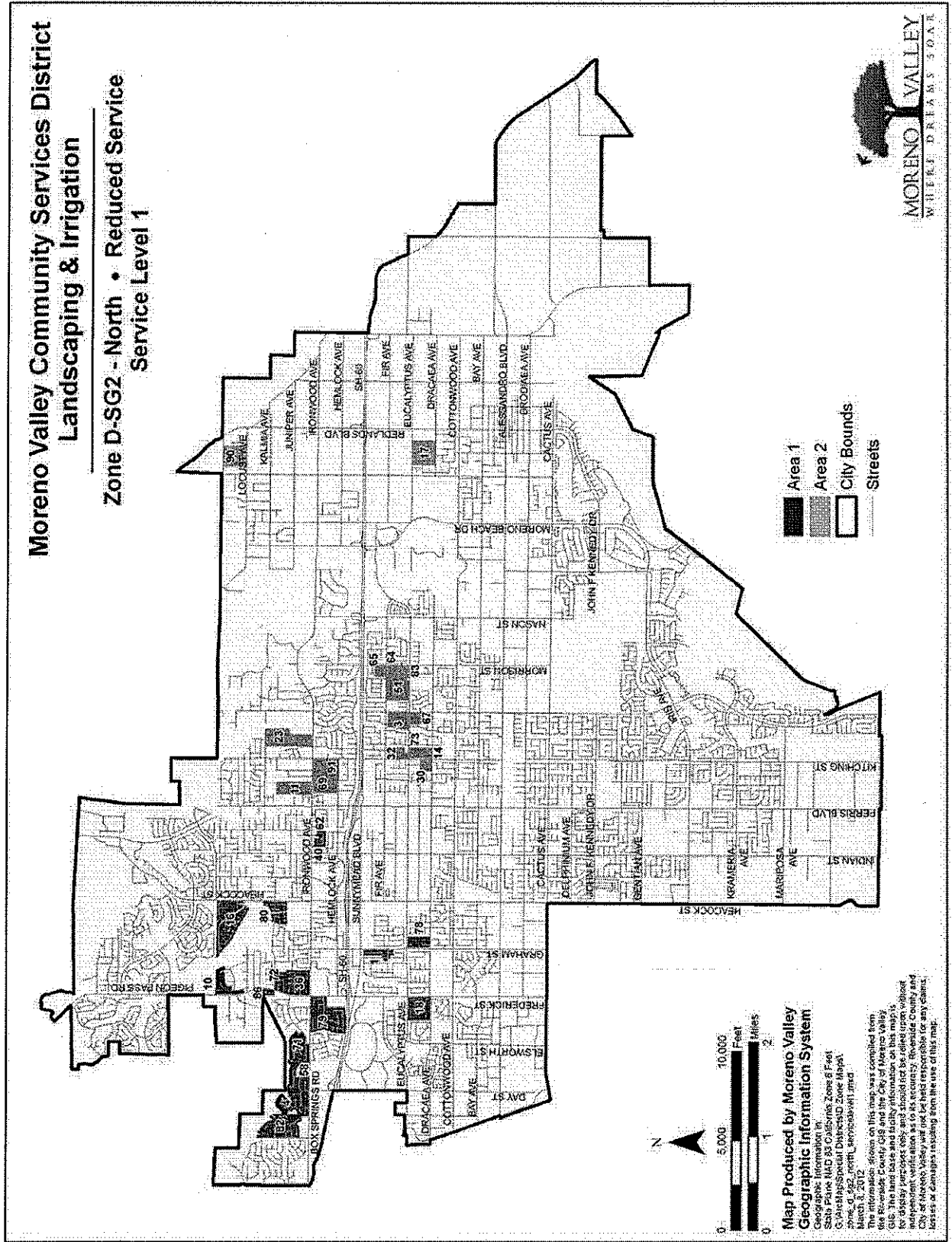
Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG 2 South	Jan-12	07/04/2012	Mow/Liter		
DSG 2 South	Jan-12	11/14/2012	Mow/Liter		
DSG 2 South	Jan-12	11/28/2012	Mow/Liter		
DSG 2 South	Jan-12	08/01/2012	Mow/Liter		
DSG 2 South	Jan-12	08/08/2012	Mow/Liter		
DSG 2 South	Jan-12	08/15/2012	Mow/Liter		
DSG 2 South	Jan-12	08/22/2012	Mow/Liter		
DSG 2 South	Jan-12	08/29/2012	Mow/Liter		
DSG 2 South	Jan-12	09/05/2012	Mow/Liter		
DSG 2 South	Jan-12	09/12/2012	Mow/Liter		
DSG 2 South	Jan-12	09/19/2012	Mow/Liter		
DSG 2 South	Jan-12	09/26/2012	Mow/Liter		
DSG 2 South	Jan-12	10/03/2012	Mow/Liter		
DSG 2 South	Jan-12	10/10/2012	Mow/Liter		
DSG 2 South	Jan-12	10/17/2012	Mow/Liter		
DSG 2 South	Jan-12	10/24/2012	Mow/Liter		
DSG 2 South	Jan-12	10/31/2012	Mow/Liter		
DSG 2 South	Feb-13	02/07/2013	Mow/Liter		
DSG 2 South	Feb-13	02/14/2013	Mow/Liter		
DSG 2 South	Feb-13	02/21/2013	Mow/Liter		
DSG 2 South	Feb-13	02/28/2013	Mow/Liter		
DSG 2 South	Mar-13	03/06/2013	Mow/Liter		
DSG 2 South	Mar-13	03/13/2013	Mow/Liter		
DSG 2 South	Mar-13	03/20/2013	Mow/Liter		
DSG 2 South	Mar-13	03/27/2013	Mow/Liter		
DSG 2 South	Apr-12	04/03/2012	Mow/Liter		
DSG 2 South	Apr-12	04/10/2012	Mow/Liter		
DSG 2 South	Apr-12	04/17/2012	Mow/Liter		
DSG 2 South	Apr-12	04/24/2012	Mow/Liter		
DSG 2 South	Apr-13	05/01/2013	Mow/Liter		
DSG 2 South	Apr-13	05/08/2013	Mow/Liter		
DSG 2 South	Apr-13	05/15/2013	Mow/Liter		
DSG 2 South	Apr-13	05/22/2013	Mow/Liter		
DSG 2 South	Apr-13	05/29/2013	Mow/Liter		
DSG 2 South	May-13	06/05/2013	Mow/Liter		
DSG 2 South	May-13	06/12/2013	Mow/Liter		
DSG 2 South	May-13	06/19/2013	Mow/Liter		
DSG 2 South	May-13	06/26/2013	Mow/Liter		
DSG 2 South	Nov-12	11/07/2012	Mow/Liter		
DSG 2 South	Nov-12	11/14/2012	Mow/Liter		
DSG 2 South	Nov-12	11/21/2012	Mow/Liter		
DSG 2 South	Nov-12	11/28/2012	Mow/Liter		
DSG 2 South	Dec-12	12/05/2012	Mow/Liter		
DSG 2 South	Dec-12	12/12/2012	Mow/Liter		
DSG 2 South	Dec-12	12/19/2012	Mow/Liter		
DSG 2 South	Dec-12	12/26/2012	Mow/Liter		
DSG 2 South	Jan-13	01/02/2013	Mow/Liter		
DSG 2 South	Jan-13	01/09/2013	Mow/Liter		
DSG 2 South	Jan-13	01/16/2013	Mow/Liter		
DSG 2 South	Jan-13	01/23/2013	Mow/Liter		
DSG 2 South	Jan-13	01/30/2013	Mow/Liter		
DSG 2 South	Feb-13	02/06/2013	Mow/Liter		
DSG 2 South	Feb-13	02/13/2013	Mow/Liter		
DSG 2 South	Feb-13	02/20/2013	Mow/Liter		
DSG 2 South	Feb-13	02/27/2013	Mow/Liter		
DSG 2 South	Mar-13	03/04/2013	Mow/Liter		
DSG 2 South	Mar-13	03/11/2013	Mow/Liter		
DSG 2 South	Mar-13	03/18/2013	Mow/Liter		
DSG 2 South	Mar-13	03/25/2013	Mow/Liter		
DSG 2 South	Apr-13	04/01/2013	Mow/Liter		
DSG 2 South	Apr-13	04/08/2013	Mow/Liter		
DSG 2 South	Apr-13	04/15/2013	Mow/Liter		
DSG 2 South	Apr-13	04/22/2013	Mow/Liter		
DSG 2 South	Apr-13	04/29/2013	Mow/Liter		
DSG 2 South	May-13	05/06/2013	Mow/Liter		
DSG 2 South	May-13	05/13/2013	Mow/Liter		
DSG 2 South	May-13	05/20/2013	Mow/Liter		
DSG 2 South	May-13	05/27/2013	Mow/Liter		
DSG 2 South	Jun-13	06/03/2013	Mow/Liter		
DSG 2 South	Jun-13	06/10/2013	Mow/Liter		
DSG 2 South	Jun-13	06/17/2013	Mow/Liter		
DSG 2 South	Jun-13	06/24/2013	Mow/Liter		
DSG 2 South	Jul-12	07/02/2012	Mow/Liter		
DSG 2 South	Jul-12	07/09/2012	Mow/Liter		
DSG 2 South	Jul-12	07/16/2012	Mow/Liter		
DSG 2 South	Jul-12	07/23/2012	Mow/Liter		
DSG 2 South	Jul-12	07/30/2012	Mow/Liter		
DSG 2 South	Aug-12	08/06/2012	Mow/Liter		
DSG 2 South	Aug-12	08/13/2012	Mow/Liter		
DSG 2 South	Aug-12	08/20/2012	Mow/Liter		
DSG 2 South	Aug-12	08/27/2012	Mow/Liter		
DSG 2 South	Sep-12	09/03/2012	Mow/Liter		
DSG 2 South	Sep-12	09/10/2012	Mow/Liter		
DSG 2 South	Sep-12	09/17/2012	Mow/Liter		
DSG 2 South	Sep-12	09/24/2012	Mow/Liter		
DSG 2 South	Oct-12	10/01/2012	Mow/Liter		
DSG 2 South	Oct-12	10/08/2012	Mow/Liter		
DSG 2 South	Oct-12	10/15/2012	Mow/Liter		
DSG 2 South	Oct-12	10/22/2012	Mow/Liter		
DSG 2 South	Oct-12	10/29/2012	Mow/Liter		
DSG 2 South	Nov-12	11/05/2012	Mow/Liter		
DSG 2 South	Nov-12	11/12/2012	Mow/Liter		
DSG 2 South	Nov-12	11/19/2012	Mow/Liter		
DSG 2 South	Nov-12	11/26/2012	Mow/Liter		
DSG 2 South	Dec-12	12/03/2012	Mow/Liter		
DSG 2 South	Dec-12	12/10/2012	Mow/Liter		
DSG 2 South	Dec-12	12/17/2012	Mow/Liter		
DSG 2 South	Dec-12	12/24/2012	Mow/Liter		
DSG 2 South	Jan-13	12/31/2012	Mow/Liter		
DSG 2 South	Jan-13	01/07/2013	Mow/Liter		
DSG 2 South	Jan-13	01/14/2013	Mow/Liter		
DSG 2 South	Jan-13	01/21/2013	Mow/Liter		
DSG 2 South	Jan-13	01/28/2013	Mow/Liter		
DSG 2 South	Feb-13	02/04/2013	Mow/Liter		
DSG 2 South	Feb-13	02/11/2013	Mow/Liter		
DSG 2 South	Feb-13	02/18/2013	Mow/Liter		
DSG 2 South	Feb-13	02/25/2013	Mow/Liter		

updated 11/29/11

Zone	Map ID	Tract Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,087		
DSG2 North	58	21332	19,440		Grass
DSG2 North	71	21333	54,500		Grass
DSG2 North	82	20272	51,216		Grass
DSG2 North	79	19080	20,281		
DSG2 North	10	20030	11,200		
DSG2 North	36	19551	36,364		
DSG2 North	72	22093	8,873		
DSG2 North	16	18512/21322	59,840		Grass
DSG2 North	86	31257	29,886		
DSG2 North	80	19032	9,132		
DSG2 North	1	11848	9,066		
DSG2 North	78	10191/12468	10,871		
DSG2 North	18	18930	38,849		Grass
DSG2 North	40	19952	8,805		Grass
DSG2 North	64	21737	3,920		Grass
DSG2 North	24	42724	23,850		Grass
DSG2 North	32	19739	17,852		
DSG2 North	60	28882	20,983		
DSG2 North	31	18784/20206	30,237		
DSG2 North	3	16768	16,281		
DSG2 North	14	17033	9,990		
DSG2 North	30	19500	3,635		
DSG2 North	73	22371	17,844		
DSG2 North	51	20525	16,500		
DSG2 North	67	23046	16,000		
DSG2 North	17	24721	6,882		
DSG2 North	83	31581	16,445		
DSG2 North	84	22276	11,690		Grass
DSG2 North	65	22277	20,485		
DSG2 North	80	17334	37,650		

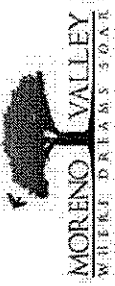
Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service
Service Level 1



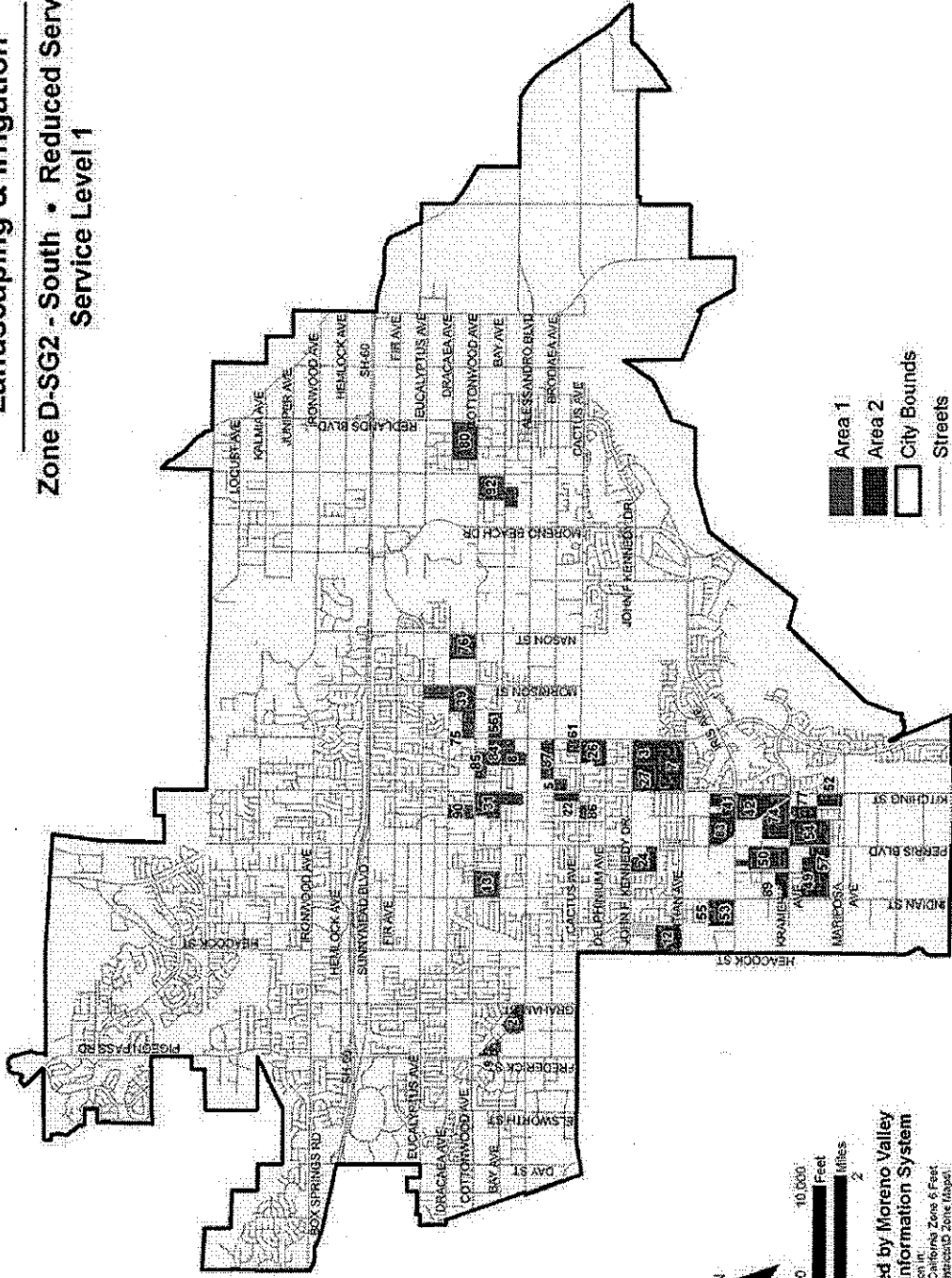
**Map Produced by Moreno Valley
Geographic Information System**
Geographic Information System
Solar Park, 1400 S. California Avenue, Suite 200
Moreno Valley, CA 92553
March 8, 2012

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**Moreno Valley Community Services District
Landscaping & Irrigation**

**Zone D-SG2 - South • Reduced Service
Service Level 1**



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Geographic Information System**
Geographic Information System
Scale: Planes NAD 83 California Zone 6 Feet
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B. ZONE D - 8 WEEK ROTATION Sample based on Service Schedule Level 2 Frequency

Zone	Map ID	Traet Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15387	9,048		
DSG2 South	9	19857	6,810		
DSG2 South	13	20032	14,078		
DSG2 South	31	19808	18,326		
DSG2 South	85	16710	5,830		
DSG2 South	90	32018	11,306		
DSG2 South	39	19852	28,800		
DSG2 South	75	27526	16,373		
DSG2 South	76	50027	45,833		
DSG2 South	8	19518/18372	12,634		Grass
DSG2 South	84	13685	6,600		
DSG2 South	56	20841	9,600		
DSG2 South	80	31269-1	43,723		Grass
DSG2 South	92	31284	28,321		
DSG2 South	5	17387	4,384		
DSG2 South	22	19143	4,864		
DSG2 South	81	21919	23,978		
DSG2 South	87	17897	13,778		
DSG2 South	3	12773	13,806	3	
DSG2 South	7	19686	62,530	3	
DSG2 South	24	19210	9,270	3	
DSG2 South	26	19363	13,320	3	
DSG2 South	27	19634	13,242	3	
DSG2 South	86	17457	3,444	1	
DSG2 South	41	19912	11,750	1	Grass
DSG2 South	12	20552	19,468	3	Grass
DSG2 South	50	20404	36,138	3	
DSG2 South	53	20718	23,004	3	
DSG2 South	55	20869	7,100	4	
DSG2 South	83	15433	24,161	4	
DSG2 South	88	22889	16,438	4	
DSG2 South	42	19937	20,990	4	
DSG2 South	49	20391	17,200	4	Grass
DSG2 South	52	20850	11,912	4	Grass
DSG2 South	57	21113	13,250	4	Grass
DSG2 South	74	20712	51,260	4	Grass
DSG2 South	77	29038	6,243	4	

DSG 2 South

Map ID	Area	Mow
Jul-12	07/04/2012 Mow/Liter 07/11/2012 Mow/Liter 07/18/2012 Mow/Liter 07/24/2012 Mow	
Aug-12	08/01/2012 Mow/Liter 08/08/2012 Mow/Liter 08/15/2012 Mow/Liter 08/22/2012 Mow/Liter 08/29/2012 Mow/Liter	
Sep-12	09/05/2012 Mow/Liter 09/12/2012 Mow/Liter 09/19/2012 Mow/Liter 09/26/2012 Mow/Liter	
Oct-12	10/03/2012 Mow/Liter 10/10/2012 Mow/Liter 10/17/2012 Mow/Liter 10/24/2012 Mow/Liter 10/31/2012 Open	
Nov-12	11/07/2012 Mow/Liter 11/14/2012 Mow/Liter 11/21/2012 Mow/Liter 11/28/2012 Mow	
Dec-12	12/05/2012 Mow/Liter 12/12/2012 Mow/Liter 12/19/2012 Mow/Liter 12/26/2012 Mow/Liter	
Jan-13	01/02/2013 Mow/Liter 01/09/2013 Mow/Liter 01/16/2013 Mow/Liter 01/23/2013 Mow/Liter 01/30/2013 Mow	
Feb-13	02/06/2013 Mow/Liter 02/13/2013 Mow/Liter 02/20/2013 Mow/Liter 02/27/2013 Mow/Liter	
Mar-13	03/06/2013 Mow/Liter 03/13/2013 Mow/Liter 03/20/2013 Mow/Liter 03/27/2013 Mow	
Apr-12	04/03/2013 Mow/Liter 04/10/2013 Mow/Liter 04/17/2013 Mow/Liter 04/24/2013 Mow/Liter	
May-13	05/01/2013 Mow/Liter 05/08/2013 Mow/Liter 05/15/2013 Mow/Liter 05/22/2013 Mow/Liter 05/29/2013 Mow	
Jun-13	06/05/2013 Mow/Liter 06/12/2013 Mow/Liter 06/19/2013 Mow/Liter 06/26/2013 Mow/Liter	

DSG 2 North

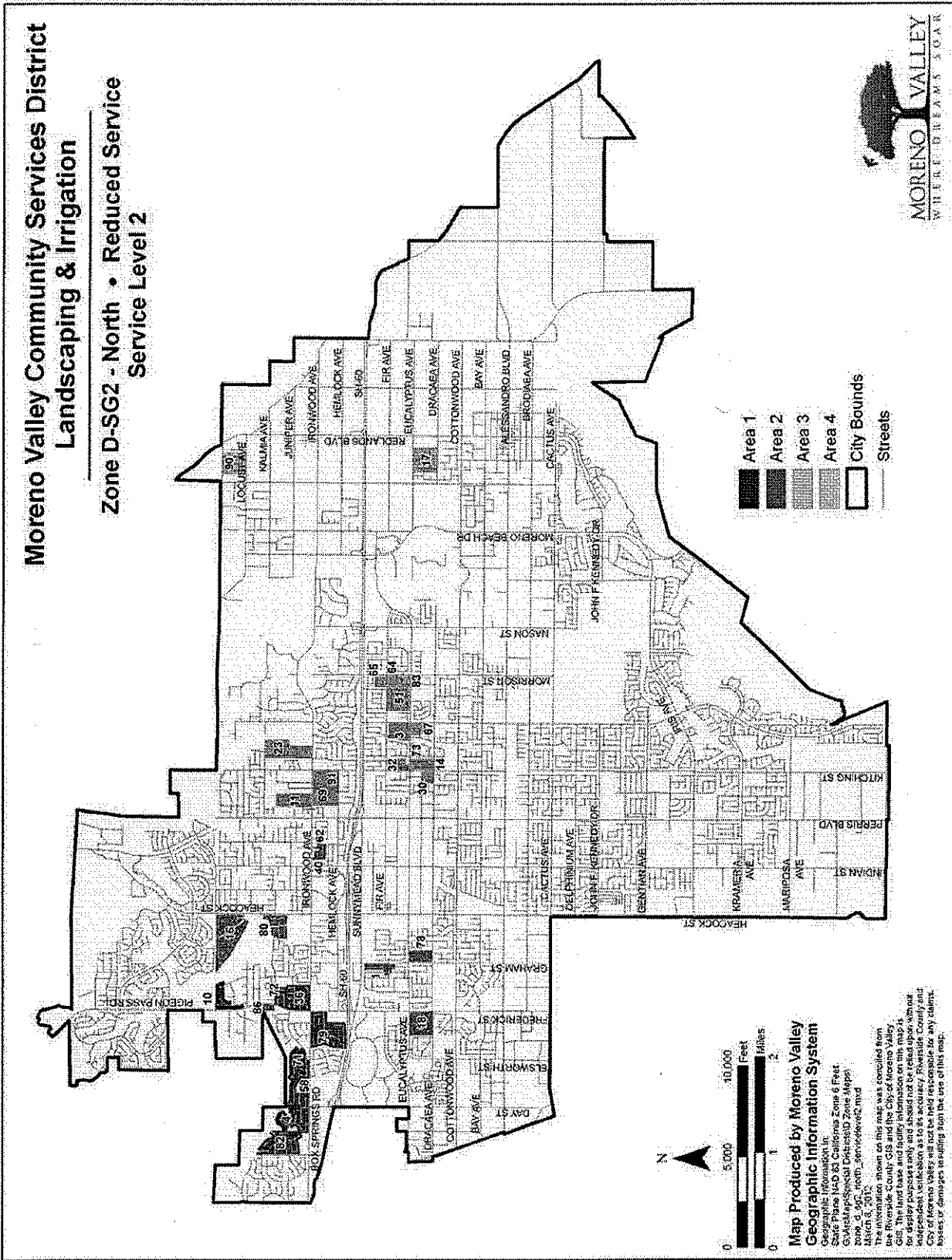
Map ID	Area	Mow
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Sep-12	09/03/2012 Mow/Liter 09/10/2012 Mow/Liter 09/17/2012 Mow/Liter 09/24/2012 Mow/Liter	
Oct-12	10/01/2012 Mow/Liter 10/08/2012 Mow/Liter 10/15/2012 Mow/Liter 10/22/2012 Mow/Liter 10/29/2012 Open	
Nov-12	11/05/2012 Mow/Liter 11/12/2012 Mow/Liter 11/19/2012 Mow/Liter 11/26/2012 Mow/Liter	
Dec-12	12/03/2012 Mow/Liter 12/10/2012 Mow/Liter 12/17/2012 Mow/Liter 12/24/2012 Mow/Liter 12/31/2012 Mow/Liter	
Jan-13	01/07/2013 Mow/Liter 01/14/2013 Mow/Liter 01/21/2013 Mow/Liter 01/28/2013 Mow/Liter	
Feb-13	02/04/2013 Mow/Liter 02/11/2013 Mow/Liter 02/18/2013 Mow/Liter 02/25/2013 Mow/Liter	
Mar-13	03/01/2013 Mow/Liter 03/08/2013 Mow/Liter 03/15/2013 Mow/Liter 03/22/2013 Mow/Liter 03/29/2013 Mow/Liter	
Apr-13	04/01/2013 Mow/Liter 04/08/2013 Mow/Liter 04/15/2013 Mow/Liter 04/22/2013 Mow/Liter 04/29/2013 Mow/Liter	
May-13	05/06/2013 Mow/Liter 05/13/2013 Mow/Liter 05/20/2013 Mow/Liter 05/27/2013 Mow/Liter	
Jun-13	06/03/2013 Mow/Liter 06/10/2013 Mow/Liter 06/17/2013 Mow/Liter 06/24/2013 Mow/Liter	

DSG 2 North

Zone	Map ID	Traet Number	Area (Sq Ft)	Area	Mow
DSG2 North	4	17176	21,097		
DSG2 North	68	19430	19,430		Grass
DSG2 North	71	21332	51,550		
DSG2 North	82	20272	51,216		Grass
DSG2 North	70	19380	21,500		
DSG2 North	17	20330	11,200		
DSG2 North	38	19551	36,394		
DSG2 North	72	22683	8,673		
DSG2 North	16	18512/1322	59,940		Grass
DSG2 North	88	31257	26,985		
DSG2 North	80	19032	9,132		
DSG2 North	78	11849	9,095		
DSG2 North	79	10191/78468	10,871		
DSG2 North	18	18930	38,849		Grass
DSG2 North	40	19682	8,805		Grass
DSG2 North	62	21757	3,920		Grass
DSG2 North	11	20072	23,550	3	
DSG2 North	23	19208	17,680	3	
DSG2 North	32	19799	17,652	3	
DSG2 North	69	28982	20,983	3	
DSG2 North	91	18794/20906	30,432	3	
DSG2 North	3	19678	16,281	3	
DSG2 North	14	17033	9,990	3	
DSG2 North	30	19500	3,636	3	
DSG2 North	73	22371	17,844	4	
DSG2 North	51	20525	16,500	4	
DSG2 North	67	23046	16,000	4	
DSG2 North	17	24721	6,852	4	
DSG2 North	83	31591	16,445	4	
DSG2 North	64	22276	11,690	4	Grass
DSG2 North	85	22277	20,485	4	
DSG2 North	90	17334	37,980	4	

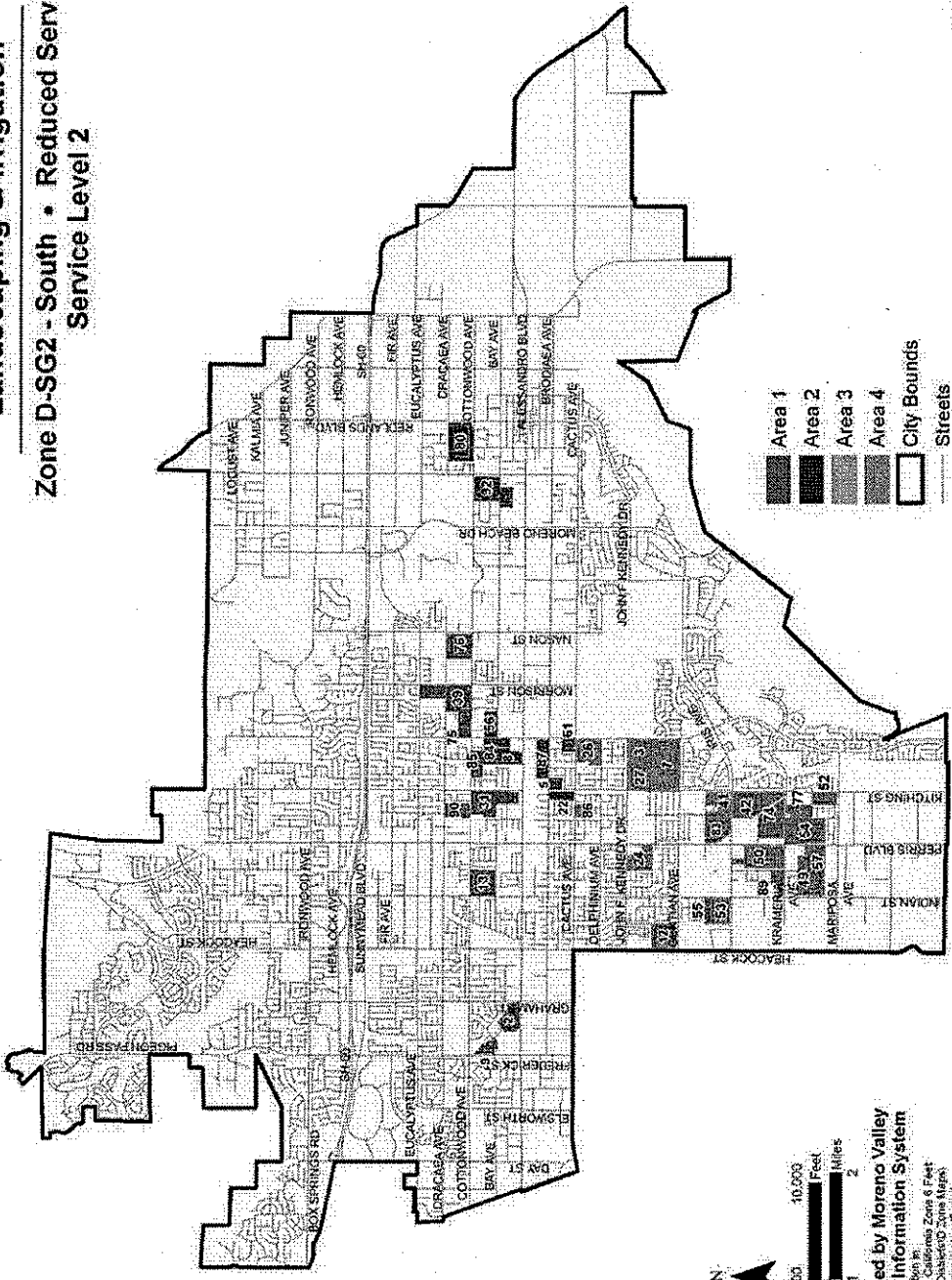
Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service Service Level 2



Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service Service Level 2



- Area 1
- Area 2
- Area 3
- Area 4
- City Bounds
- Streets

Map Produced by Moreno Valley
Geographic Information System

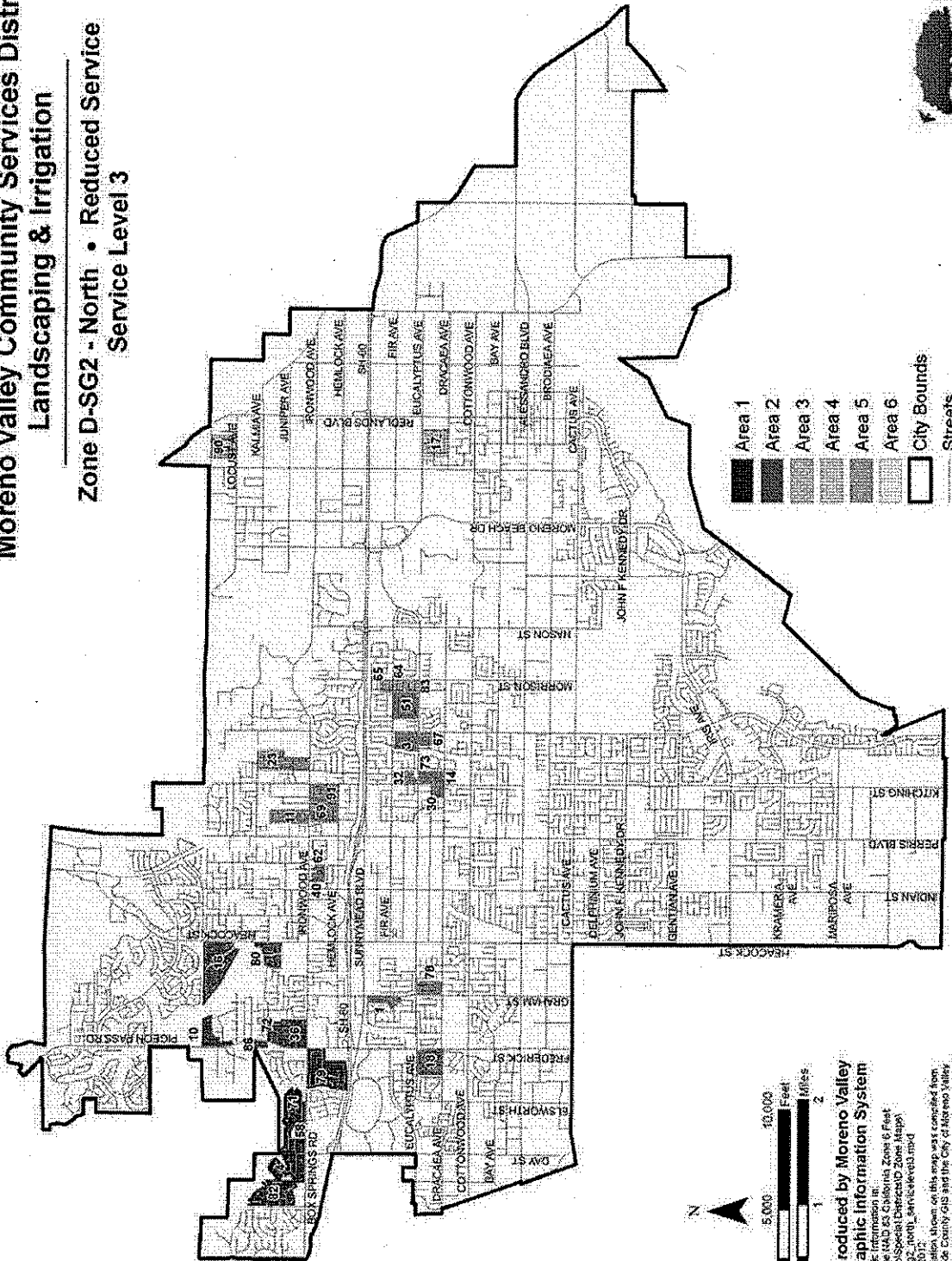
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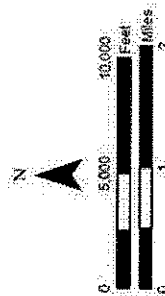


Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service Service Level 3



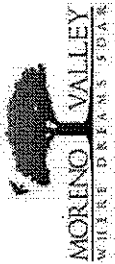
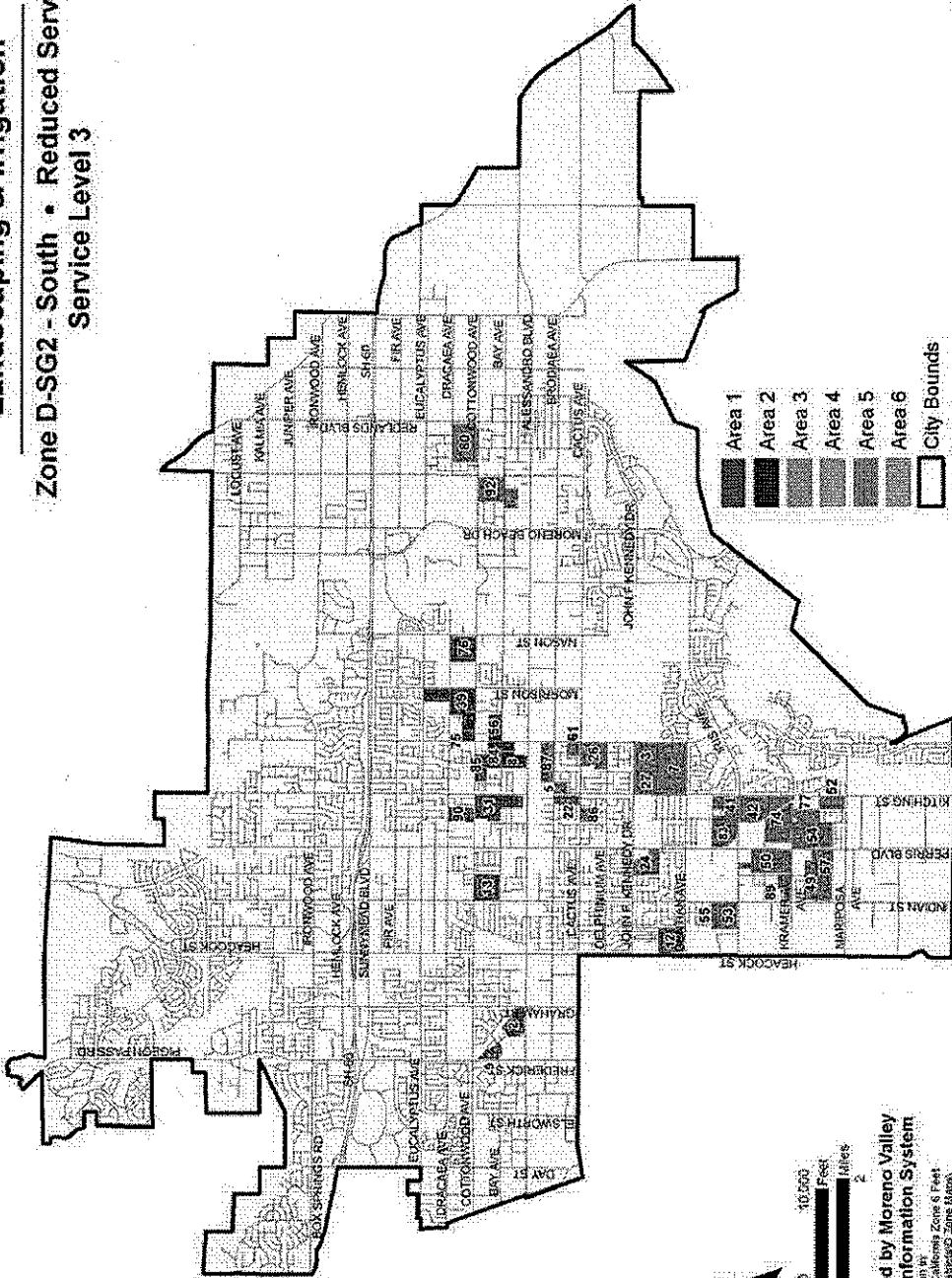
- Area 1
- Area 2
- Area 3
- Area 4
- Area 5
- Area 6
- City Bounds
- Streets



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 State Plane 1443 as California Zone 6 First
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**Moreno Valley Community Services District
Landscaping & Irrigation**

**Zone D-SG2 - South • Reduced Service
Service Level 3**



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Geographic Information System
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Zone D-SG2 - South Service Level 3.mxd

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RFP NO. DSG-2/12-13

VII: ZONE D - SERVICE SCHEDULE WORKSHEET
 A. ZONE D - 12 WEEK ROTATION

Zone	Map ID	Traffic Number	Area (Sq Ft)	Area	Mow
DSG2 South	2	15357	6,910		
DSG2 South	8	19857	6,910		
DSG2 South	13	20032	13,076		
DSG2 South	31	18508	11,328		
DSG2 South	66	16770	5,830		
DSG2 South	80	32018	11,306		
DSG2 South	89	19852	28,800		
DSG2 South	75	27528	16,373		
DSG2 South	70	30657	49,893		
DSG2 South	94	18518/18272	12,454		Grass
DSG2 South	86	20941	6,000		Grass
DSG2 South	80	31209-1	43,723		
DSG2 South	82	31284	28,321		
DSG2 South	5	17387	4,384		
DSG2 South	22	19143	4,864		
DSG2 South	61	21616	23,928		
DSG2 South	87	17897	13,778		
DSG2 South	5	12773	13,906		
DSG2 South	71	19885	62,590		
DSG2 South	24	18410	5,270		
DSG2 South	27	18434	13,242		
DSG2 South	80	17457	3,434		
DSG2 South	41	18912	11,750		Grass
DSG2 South	12	20552	19,456		
DSG2 South	50	20404	96,136		
DSG2 South	53	20398	2,004		
DSG2 South	83	15433	24,181		
DSG2 South	89	22889	16,436		
DSG2 South	42	19657	20,680		Grass
DSG2 South	48	20301	7,200		Grass
DSG2 South	54	20850	11,912		Grass
DSG2 South	67	21113	31,200		Grass
DSG2 South	74	20715	51,260		Grass
DSG2 South	77	20038	6,243		

updated 11/8/11

Zone	Map ID	Traffic Number	Area (Sq Ft)	Area	Mow
DSG2 North	41	17178	21,097		
DSG2 North	58	21332	19,440		Grass
DSG2 North	71	21333	54,500		Grass
DSG2 North	82	20272	51,216		Grass
DSG2 North	79	19089	20,281		
DSG2 North	10	20950	11,200		
DSG2 North	72	18651	36,384		
DSG2 North	76	22095	6,673		Grass
DSG2 North	86	18512/18257	26,866		
DSG2 North	80	18032	6,132		
DSG2 North	1	11848	9,056		
DSG2 North	78	10151/18468	10,671		
DSG2 North	18	18840	98,849		Grass
DSG2 North	40	19882	8,905		Grass
DSG2 North	21	21797	3,820		Grass
DSG2 North	24	18026	23,850		Grass
DSG2 North	32	18788	17,682		
DSG2 North	68	28882	20,882		
DSG2 North	91	18784/20906	30,432		
DSG2 North	3	16788	16,281		
DSG2 North	14	17033	9,990		
DSG2 North	50	18500	3,895		
DSG2 North	73	22371	17,844		
DSG2 North	61	20928	18,000		
DSG2 North	17	24721	6,882		
DSG2 North	85	31591	16,445		
DSG2 North	64	22278	11,680		Grass
DSG2 North	65	22277	20,485		
DSG2 North	90	17354	57,880		

Zone	Map ID	Traffic Number	Area (Sq Ft)	Area	Mow
DSG 2 South	Jul-12	07/04/2012			Mar-13
DSG 2 South	Jul-12	07/11/2012			03/06/2013
DSG 2 South	Jul-12	07/18/2012			03/13/2013
DSG 2 South	Jul-12	07/25/2012			03/20/2013
DSG 2 South	Aug-12	08/01/2012			03/27/2013
DSG 2 South	Aug-12	08/08/2012			Apr-13
DSG 2 South	Aug-12	08/15/2012			04/03/2013
DSG 2 South	Aug-12	08/22/2012			04/10/2013
DSG 2 South	Aug-12	08/29/2012			04/17/2013
DSG 2 South	Aug-12	09/05/2012			04/24/2013
DSG 2 South	Aug-12	09/12/2012			May-13
DSG 2 South	Aug-12	09/19/2012			05/01/2013
DSG 2 South	Aug-12	09/26/2012			05/08/2013
DSG 2 South	Aug-12	10/03/2012			05/15/2013
DSG 2 South	Aug-12	10/10/2012			05/22/2013
DSG 2 South	Aug-12	10/17/2012			05/29/2013
DSG 2 South	Aug-12	10/24/2012			Jun-13
DSG 2 South	Aug-12	10/31/2012			06/07/2013
DSG 2 South	Aug-12	11/07/2012			06/14/2013
DSG 2 South	Aug-12	11/14/2012			06/21/2013
DSG 2 South	Aug-12	11/21/2012			06/28/2013
DSG 2 South	Aug-12	11/28/2012			Jul-13
DSG 2 South	Aug-12	12/05/2012			07/05/2013
DSG 2 South	Aug-12	12/12/2012			07/12/2013
DSG 2 South	Aug-12	12/19/2012			07/19/2013
DSG 2 South	Aug-12	12/26/2012			07/26/2013
DSG 2 South	Aug-12	01/02/2013			08/02/2013
DSG 2 South	Aug-12	01/09/2013			08/09/2013
DSG 2 South	Aug-12	01/16/2013			08/16/2013
DSG 2 South	Aug-12	01/23/2013			08/23/2013
DSG 2 South	Aug-12	01/30/2013			08/30/2013
DSG 2 South	Aug-12	02/06/2013			09/06/2013
DSG 2 South	Aug-12	02/13/2013			09/13/2013
DSG 2 South	Aug-12	02/20/2013			09/20/2013
DSG 2 South	Aug-12	02/27/2013			09/27/2013

Zone	Map ID	Traffic Number	Area (Sq Ft)	Area	Mow
DSG 2 North	Jul-12	07/04/2012			Mar-13
DSG 2 North	Jul-12	07/11/2012			03/06/2013
DSG 2 North	Jul-12	07/18/2012			03/13/2013
DSG 2 North	Jul-12	07/25/2012			03/20/2013
DSG 2 North	Aug-12	08/01/2012			03/27/2013
DSG 2 North	Aug-12	08/08/2012			Apr-13
DSG 2 North	Aug-12	08/15/2012			04/03/2013
DSG 2 North	Aug-12	08/22/2012			04/10/2013
DSG 2 North	Aug-12	08/29/2012			04/17/2013
DSG 2 North	Aug-12	09/05/2012			04/24/2013
DSG 2 North	Aug-12	09/12/2012			May-13
DSG 2 North	Aug-12	09/19/2012			05/01/2013
DSG 2 North	Aug-12	09/26/2012			05/08/2013
DSG 2 North	Aug-12	10/03/2012			05/15/2013
DSG 2 North	Aug-12	10/10/2012			05/22/2013
DSG 2 North	Aug-12	10/17/2012			05/29/2013
DSG 2 North	Aug-12	10/24/2012			Jun-13
DSG 2 North	Aug-12	10/31/2012			06/07/2013
DSG 2 North	Aug-12	11/07/2012			06/14/2013
DSG 2 North	Aug-12	11/14/2012			06/21/2013
DSG 2 North	Aug-12	11/21/2012			06/28/2013
DSG 2 North	Aug-12	11/28/2012			Jul-13
DSG 2 North	Aug-12	12/05/2012			07/05/2013
DSG 2 North	Aug-12	12/12/2012			07/12/2013
DSG 2 North	Aug-12	12/19/2012			07/19/2013
DSG 2 North	Aug-12	12/26/2012			07/26/2013
DSG 2 North	Aug-12	01/02/2013			08/02/2013
DSG 2 North	Aug-12	01/09/2013			08/09/2013
DSG 2 North	Aug-12	01/16/2013			08/16/2013
DSG 2 North	Aug-12	01/23/2013			08/23/2013
DSG 2 North	Aug-12	01/30/2013			08/30/2013
DSG 2 North	Aug-12	02/06/2013			09/06/2013
DSG 2 North	Aug-12	02/13/2013			09/13/2013
DSG 2 North	Aug-12	02/20/2013			09/20/2013
DSG 2 North	Aug-12	02/27/2013			09/27/2013

VIII. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Scotts 22-0-6	500 lbs	\$41.00
Best 22-5-5	100 lbs	\$48.00
Best 23-5-10	8,000 lbs	\$5,440.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Glyphosate	8 gallons	\$466.48
Fumatoxin	6 flasks	\$349.86
Metaldehyde 7.5%	100 lbs	\$276.97

IX. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

All communications will be routed through our main office and dispatch center in Irwindale. A 24-hour "800" number will be provided to the City of Moreno Valley and will use all of the current communication methods such as two-way radios, and cellular phones.

The Supervisor responsible for the crew and foreman performing the work is in daily communication with the foreman personally or by cellular phone, or radio communications to insure that the schedule of work operations is followed in strict accordance to the guidelines of the contract. Furthermore, the Supervisor routinely inspects the job site by walking it with his foreman or crew, identifying areas of concern and keeping the Branch Manager in charge of landscape maintenance operations informed as to the condition of the sites in question. All work not in compliance in the opinion of the Supervisor will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work.

Our office is open for communications from 5:30am to 4:30pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have a full support staff of mechanics that can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

We pride ourselves in safety. Our company's goal is to have no work-related injuries. Mariposa strongly believes that a clean, safe and healthy environment should be provided for all employees. Every reasonable precaution is taken to provide all employees with a safe place to work including on job locations.

Mariposa periodically conduct training for various safety topics and issues, from defensive driving to driving in wet/sicy weather.

Our company follow the WATCH manual when it comes to conducting traffic control on projects in traffic areas. Mariposa also conducts periodic training on the WATCH manual.

Mariposa owns and utilize arrowboards, delinators, cones, signs and any other necessary traffic control equipment (as necessary).

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Mariposa Landscapes, Inc. uses effort to initiate "green" environment and energy conservation. Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all the job sites.

Mariposa will provide City of Moreno Valley any documentation necessary to meet the mandate such as receipts and any other documentation.

For this project site, one potential location to take the greenwaste is:

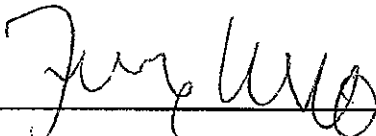
Robert A. Nelson Transfer Station
1830 Agua Mansa Road
Riverside, CA 92509
(951) 786-0655

XI. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE 

PRINTED NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

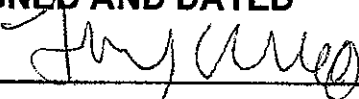
DATE 3/28/12

XII. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Mariposa Landscapes, Inc., and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Mariposa Landscapes, Inc. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. - Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE 

NAME Terry Noriega

TITLE President

COMPANY NAME Mariposa Landscapes, Inc.

DATE 3/28/12

I. SCHEDULE II**BID SCHEDULE**PROPOSER: Mariposa Landscapes, Inc.

(Company Name)

A. SERVICE SCHEDULES – Zone D Tracts Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	\$ 187.00	\$ 2,244.00
Tract 21332	Planter: 19,440 sq. ft.	\$ 172.00	\$ 2,064.00
Tract 21333	Planter: 54,500 sq. ft.	\$ 481.00	\$ 5,772.00
Tract 20272	Planter: 51,216 sq. ft.	\$ 452.00	\$ 5,424.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft.	\$ 179.00	\$ 2,148.00
Tract 20030	Planter: 11,200 sq. ft.	\$ 99.00	\$ 1,188.00
Tract 19551	Planter: 36,364 sq. ft.	\$ 321.00	\$ 3,852.00
Tract 22093	Planter: 8,873 sq. ft.	\$ 78.00	\$ 936.00
Tract 18512/21322	Planter: 59,940 sq. ft.	\$ 529.00	\$ 6,348.00
Tract 31257	Planter: 26,686 sq. ft.	\$ 501.00	\$ 6,012.00
Tract 19032	Planter: 9,132 sq. ft.	\$ 81.00	\$ 972.00
Tract 11848	Planter: 9,066 sq. ft.	\$ 80.00	\$ 960.00
Tract 10191/18468	Planter: 10,871 sq. ft.	\$ 96.00	\$ 1,152.00
Tract 18930	Planter: 38,849 sq. ft.	\$ 343.00	\$ 4,116.00
Tract 19862	Planter: 8,805 sq. ft.	\$ 78.00	\$ 936.00
Tract 21737	Planter: 1,280 sq. ft.	\$ 15.00	\$ 180.00
	Turf: 2,640 sq. ft.	\$ 119.00	\$ 1,428.00
Tract 20072	Planter: 23,550 sq. ft.	\$ 208.00	\$ 2,496.00
Tract 19208	Planter: 17,680 sq. ft.	\$ 156.00	\$ 1,872.00
Tract 19799	Planter: 17,652 sq. ft.	\$ 155.00	\$ 1,860.00

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SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 28882	Planter: 20,983 sq. ft	\$ 185.00	\$ 2,220.00
Tract 18784/20906	Planter: 30,432 sq. ft	\$ 269.00	\$ 3,228.00
Tract 16768	Planter: 16,281 sq. ft.	\$ 144.00	\$ 1,728.00
Tract 17033	Planter: 9,990 sq. ft.	\$ 88.00	\$ 1,056.00
Tract 19500	Planter: 3,636 sq. ft	\$ 32.00	\$ 384.00
Tract 22371	Planter: 17,844 sq. ft	\$ 158.00	\$ 1,896.00
Tract 20525	Planter: 16,500 sq. ft	\$ 146.00	\$ 1,752.00
Tract 23046	Planter: 16,000 sq. ft	\$ 141.00	\$ 1,692.00
Tract 24721	Planter: 6,882 sq. ft.	\$ 61.00	\$ 732.00
Tract 31591	Planter: 16,445 sq. ft	\$ 145.00	\$ 1,740.00
Tract 22276	Planter: 11,690 sq. ft	\$ 103.00	\$ 1,236.00
Tract 22277	Planter: 20,485 sq. ft	\$ 181.00	\$ 2,172.00
Tract 17334	Planter: 37,680 sq. ft	\$ 333.00	\$ 3,996.00
Tract 15387	Planter: 9,049 sq. ft.	\$ 80.00	\$ 960.00
Tract 19957	Planter: 6,810 sq. ft.	\$ 60.00	\$ 720.00
Tract 20032	Planter: 14,076 sq. ft.	\$ 124.00	\$ 1,488.00
Tract 19509	Planter: 18,328 sq. ft.	\$ 162.00	\$ 1,944.00
Tract 16770	Planter: 5,830 sq. ft.	\$ 51.00	\$ 612.00
Tract 32018	Planter: 7,865 sq. ft.	\$ 69.00	\$ 828.00
Tract 19852	Planter: 28,800 sq. ft.	\$ 253.00	\$ 3,036.00
Tract 27526	Planter: 16,373 sq. ft.	\$ 145.00	\$ 1,740.00
Tract 30027	Planter: 45,833 sq. ft.	\$ 405.00	\$ 4,860.00
Tract 19518/18372	Planter: 12,634 sq. ft.	\$ 112.00	\$ 1,344.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 13585	Planter: 2,000 sq. ft.	\$ 21.00	\$ 252.00
	Turf: 4,600 sq. ft.	188.00	2,256.00
Tract 20941	Planter: 7,455 sq. ft.	\$ 66.00	\$ 792.00
	Turf: 2,145 sq. ft.	\$ 94.00	\$ 1,128.00
Tract 31269-1	Planter: 43,723 sq. ft.	\$386.00	\$4,632.00
Tract 31284	Planter: 28,321 sq. ft.	\$ 250.00	\$ 3,000.00
Tract 17387	Planter: 4,384 sq. ft.	\$ 39.00	\$468.00
Tract 19143	Planter: 4,864 sq. ft.	\$43.00	\$516.00
Tract 21616	Planter: 19,858 sq. ft.	\$ 176.00	\$ 2,112.00
	Turf: 3,670 sq. ft.	159.00	1,908.00
Tract 17867	Planter: 13,778 sq. ft.	\$ 122.00	\$ 1,464.00
Tract 12773	Planter: 13,806 sq. ft.	\$ 123.00	\$ 1,476.00
Tract 19685	Planter: 62,530 sq. ft.	\$ 552.00	\$ 6,624.00
Tract 19210	Planter: 9,270 sq. ft.	\$ 82.00	\$ 984.00
Tract 19363	Planter: 13,320 sq. ft.	\$ 118.00	\$ 1,416.00
Tract 19434	Planter: 13,242 sq. ft.	\$ 116.00	\$ 1,392.00
Tract 17457	Planter: 3,444 sq. ft.	\$ 33.00	\$ 396.00
Tract 19912	Planter: 11,750 sq. ft.	\$ 104.00	\$ 1,248.00
Tract 20552	Planter: 19,458 sq. ft.	\$ 172.00	\$ 2,064.00
Tract 20404	Planter: 36,138 sq. ft.	\$ 319.00	\$ 3,828.00
Tract 20718	Planter: 23,004 sq. ft.	\$204.00	\$2,448.00
Tract 20869	Planter: 2,100 sq. ft.	\$ 25.00	\$ 300.00
Tract 15433	Planter: 24,161 sq. ft.	\$ 214.00	\$ 2,568.00
Tract 22889	Planter: 16,438 sq. ft.	\$ 146.00	\$ 1,752.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19937	Planter: 20,890 sq. ft.	\$ 185.00	\$ 2,220.00
Tract 20301	Planter: 3,800 sq. ft.	\$ 38.00	\$ 456.00
	Turf: 3,400 sq. ft.	140.00	1,752.00
Tract 20660	Planter: 11,912 sq. ft.	\$ 106.00	\$ 1,272.00
Tract 20859	Planter: 33,630 sq. ft.	\$ 297.00	\$ 3,564.00
Tract 21113	Planter: 10,500 sq. ft.	\$ 93.00	\$ 1,116.00
	Turf: 1,700 sq. ft.	80.00	960.00
Tract 20715	Planter: 51,250 sq. ft.	\$ 453.00	\$ 5,436.00
Tract 29038	Planter: 6,243 sq. ft.	\$ 55.00	\$ 660.00
Zone D Tracts Service Schedule Level 3 Total		\$ 12,982.00	\$ 155,784.00
Cost per sq. ft., per occurrence Level 3 Zone D- Tracts			\$ 0.0093

The Total Amount of the Service Proposal shall be the cumulative total of Section A's cost per twelve month column, as listed above, which is based on the current service levels for the areas as identified herein Section A of Schedule II:

Figures: 155,784 and 00 /100's Dollars

Words: One hundred fifty-five thousand seven hundred eighty four and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Specification Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median-monument-parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 1 has/have been received and is/are made a part of this proposal.

[Signature] President 3/28/12
 (AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. OPTIONAL SERVICE LEVELS*

*Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 60. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED IN SCHEDULE II, SECTION A, PAGES 77 - 80.**

- **Service Schedule Level 1 – Zone D Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	\$ 226.00	\$ 2,712.00
Tract 21332	Planter: 19,440 sq. ft.	\$ 209.00	\$ 2,508.00
Tract 21333	Planter: 54,500 sq. ft.	\$ 585.00	\$ 7,020.00
Tract 20272	Planter: 51,216 sq. ft.	\$ 549.00	\$ 6,588.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft.	\$ 218.00	\$ 2,616.00
Tract 20030	Planter: 11,200 sq. ft.	\$ 120.00	\$ 1,440.00
Tract 19551	Planter: 36,364 sq. ft.	\$ 390.00	\$ 4,680.00
Tract 22093	Planter: 8,873 sq. ft.	\$ 96.00	\$ 1,152.00
Tract 18512/21322	Planter: 59,940 sq. ft.	\$ 643.00	\$ 7,716.00
Tract 31257	Planter: 26,686 sq. ft.	\$ 608.00	\$ 7,296.00
Tract 19032	Planter: 9,132 sq. ft.	\$ 98.00	\$ 1,176.00
Tract 11848	Planter: 9,066 sq. ft.	\$ 97.00	\$ 1,164.00
Tract 10191/18468	Planter: 10,871 sq. ft.	\$ 117.00	\$ 1,404.00
Tract 18930	Planter: 38,849 sq. ft.	\$ 417.00	\$ 5,004.00
Tract 19862	Planter: 8,805 sq. ft.	\$ 95.00	\$ 1,140.00
Tract 21737	Planter: 1,280 sq. ft.	\$ 14.00	\$ 168.00
	Turf: 2,640 sq. ft.	\$ 137.00	\$ 1,644.00
Tract 20072	Planter: 23,550 sq. ft.	\$ 253.00	\$ 3,036.00
Tract 19208	Planter: 17,680 sq. ft.	\$ 190.00	\$ 2,280.00

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SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19799	Planter: 17,652 sq. ft	\$ 189.00	\$ 2,268.00
Tract 28882	Planter: 20,983 sq. ft	\$ 255.00	\$ 3,060.00
Tract 18784/20906	Planter: 30,432 sq. ft	\$ 326.00	\$ 3,912.00
Tract 16768	Planter: 16,281 sq. ft.	\$ 175.00	\$ 2,100.00
Tract 17033	Planter: 9,990 sq. ft.	\$ 107.00	\$ 1,284.00
Tract 19500	Planter: 3,636 sq. ft	\$ 39.00	\$ 468.00
Tract 22371	Planter: 17,844 sq. ft	\$ 191.00	\$ 2,292.00
Tract 20525	Planter: 16,500 sq. ft	\$ 177.00	\$ 2,124.00
Tract 23046	Planter: 16,000 sq. ft	\$ 172.00	\$ 2,064.00
Tract 24721	Planter: 6,882 sq. ft.	\$ 74.00	\$ 888.00
Tract 31591	Planter: 16,445 sq. ft	\$ 176.00	\$ 2,112.00
Tract 22276	Planter: 11,690 sq. ft	\$ 126.00	\$ 1,512.00
Tract 22277	Planter: 20,485 sq. ft	\$ 220.00	\$ 2,640.00
Tract 17334	Planter: 37,680 sq. ft	\$ 404.00	\$ 4,848.00
Tract 15387	Planter: 9,049 sq. ft.	\$ 98.00	\$ 1,176.00
Tract 19957	Planter: 6,810 sq. ft.	\$ 74.00	\$ 888.00
Tract 20032	Planter: 14,076 sq. ft.	\$ 151.00	\$ 1,812.00
Tract 19509	Planter: 18,328 sq. ft.	\$ 197.00	\$ 2,364.00
Tract 16770	Planter: 5,830 sq. ft.	\$ 63.00	\$ 756.00
Tract 32018	Planter: 7,865 sq. ft.	\$ 85.00	\$ 1,020.00
Tract 19852	Planter: 28,800 sq. ft.	\$ 309.00	\$ 3,708.00
Tract 27526	Planter: 16,373 sq. ft.	\$ 176.00	\$ 2,112.00
Tract 30027	Planter: 45,833 sq. ft.	\$ 492.00	\$ 5,904.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 19518/18372	Planter: 12,634 sq. ft.	\$ 136.00	\$ 1,632.00
Tract 13585	Planter: 2,000 sq. ft.	\$ 22.00	\$ 264.00
	Turf: 4,600 sq. ft.	224.00	2,688.00
Tract 20941	Planter: 7,455 sq. ft.	\$ 90.00	\$ 1,080.00
	Turf: 2,145 sq. ft.	\$ 114.00	\$ 1,368.00
Tract 31269-1	Planter: 43,723 sq. ft.	\$ 469.00	\$ 5,628.00
Tract 31284	Planter: 28,321 sq. ft.	\$ 304.00	\$ 3,648.00
Tract 17387	Planter: 4,384 sq. ft.	\$ 48.00	\$ 576.00
Tract 19143	Planter: 4,864 sq. ft.	\$ 53.00	\$ 636.00
Tract 21616	Planter: 19,858 sq. ft.	\$ 216.00	\$ 2,592.00
	Turf: 3,670 sq. ft.	183.00	2,196.00
Tract 17867	Planter: 13,778 sq. ft.	\$ 148.00	\$ 1,776.00
Tract 12773	Planter: 13,806 sq. ft.	\$ 149.00	\$ 1,788.00
Tract 19685	Planter: 62,530 sq. ft.	\$ 671.00	\$ 8,052.00
Tract 19210	Planter: 9,270 sq. ft.	\$ 100.00	\$ 1,200.00
Tract 19363	Planter: 13,320 sq. ft.	\$ 144.00	\$ 1,728.00
Tract 19434	Planter: 13,242 sq. ft.	\$ 143.00	\$ 1,716.00
Tract 17457	Planter: 3,444 sq. ft.	\$ 37.00	\$ 444.00
Tract 19912	Planter: 11,750 sq. ft.	\$ 127.00	\$ 1,524.00
Tract 20552	Planter: 19,458 sq. ft.	\$ 209.00	\$ 2,508.00
Tract 20404	Planter: 36,138 sq. ft.	\$ 388.00	\$ 4,656.00
Tract 20718	Planter: 23,004 sq. ft.	\$ 247.00	\$ 2,964.00
Tract 20869	Planter: 2,100 sq. ft.	\$ 23.00	\$ 276.00
Tract 15433	Planter: 24,161 sq. ft.	\$ 260.00	\$ 3,120.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 22889	Planter: 16,438 sq. ft.	\$ 177.00	\$ 2,124.00
Tract 19937	Planter: 20,890 sq. ft.	\$ 225.00	\$ 2,700.00
Tract 20301	Planter: 3,800 sq. ft.	\$ 41.00	\$ 492.00
	Turf: 3,400 sq. ft.	171.00	2,052.00
Tract 20660	Planter: 11,912 sq. ft.	\$ 128.00	\$ 1,536.00
Tract 20859	Planter: 33,630 sq. ft.	\$ 361.00	\$ 4,332.00
Tract 21113	Planter: 10,500 sq. ft.	\$ 113.00	\$ 1,356.00
	Turf: 1,700 sq. ft.	93.00	1,116.00
Tract 20715	Planter: 51,250 sq. ft.	\$ 550.00	\$ 6,600.00
Tract 29038	Planter: 6,243 sq. ft.	\$ 67.00	\$ 804.00
Zone D Tracts Service Schedule Level 1 Total		\$ 15,769.00	\$ 189,228.00
Cost per sq. ft., per occurrence Level 1 Zone D- Southern Tracts			\$ 0.11

• **Service Schedule Level 2 – Zone D Tracts Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17176	Planter: 21,097 sq. ft.	\$ 199.00	\$ 2,388.00
Tract 21332	Planter: 19,440 sq. ft.	\$ 183.00	\$ 2,196.00
Tract 21333	Planter: 54,500 sq. ft.	\$ 513.00	\$ 6,156.00
Tract 20272	Planter: 51,216 sq. ft.	\$ 483.00	\$ 5,796.00
Tract 10980/13576/19081	Planter: 20,291 sq. ft.	\$ 191.00	\$ 2,292.00
Tract 20030	Planter: 11,200 sq. ft.	\$ 106.00	\$ 1,272.00
Tract 19551	Planter: 36,364 sq. ft.	\$ 343.00	\$ 4,116.00
Tract 22093	Planter: 8,873 sq. ft.	\$ 84.00	\$ 1,008.00
Tract 18512/21322	Planter: 59,940 sq. ft.	\$ 565.00	\$ 6,780.00
Tract 31257	Planter: 26,686 sq. ft.	\$ 534.00	\$ 6,408.00
Tract 19032	Planter: 9,132 sq. ft.	\$ 86.00	\$ 1,032.00

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 11848	Planter: 9,066 sq. ft.	\$ 84.00	\$ 1,008.00
Tract 10191/18468	Planter: 10,871 sq. ft.	\$ 102.00	\$ 1,224.00
Tract 18930	Planter: 38,849 sq. ft.	\$ 366.00	\$ 4,392.00
Tract 19862	Planter: 8,805 sq. ft.	\$ 83.00	\$ 996.00
Tract 21737	Planter: 1,280 sq. ft.	\$ 18.00	\$ 216.00
	Turf: 2,640 sq. ft.	\$ 125.00	\$ 1,500.00
Tract 20072	Planter: 23,550 sq. ft.	\$ 222.00	\$ 2,664.00
Tract 19208	Planter: 17,680 sq. ft.	\$ 167.00	\$ 2,004.00
Tract 19799	Planter: 17,652 sq. ft.	\$ 166.00	\$ 1,992.00
Tract 28882	Planter: 20,983 sq. ft.	\$ 198.00	\$ 2,376.00
Tract 18784/20906	Planter: 30,432 sq. ft.	\$ 287.00	\$ 3,444.00
Tract 16768	Planter: 16,281 sq. ft.	\$ 153.00	\$ 1,836.00
Tract 17033	Planter: 9,990 sq. ft.	\$ 94.00	\$ 1,128.00
Tract 19500	Planter: 3,636 sq. ft.	\$ 36.00	\$ 432.00
Tract 22371	Planter: 17,844 sq. ft.	\$ 168.00	\$ 2,016.00
Tract 20525	Planter: 16,500 sq. ft.	\$ 155.00	\$ 1,860.00
Tract 23046	Planter: 16,000 sq. ft.	\$ 151.00	\$ 1,812.00
Tract 24721	Planter: 6,882 sq. ft.	\$ 65.00	\$ 780.00
Tract 31591	Planter: 16,445 sq. ft.	\$ 155.00	\$ 1,860.00
Tract 22276	Planter: 11,690 sq. ft.	\$ 110.00	\$ 1,320.00
Tract 22277	Planter: 20,485 sq. ft.	\$ 193.00	\$ 2,316.00
Tract 17334	Planter: 37,680 sq. ft.	\$ 355.00	\$ 4,260.00
Tract 15387	Planter: 9,049 sq. ft.	\$ 85.00	\$ 1,020.00
Tract 19957	Planter: 6,810 sq. ft.	\$64.00	\$768.00

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SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 20032	Planter: 14,076 sq. ft.	\$ 133.00	\$ 1,596.00
Tract 19509	Planter: 18,328 sq. ft.	\$ 173.00	\$ 2,076.00
Tract 16770	Planter: 5,830 sq. ft.	\$ 55.00	\$ 660.00
Tract 32018	Planter: 7,865 sq. ft.	\$ 74.00	\$ 888.00
Tract 19852	Planter: 28,800 sq. ft.	\$ 271.00	\$ 3,252.00
Tract 27526	Planter: 16,373 sq. ft.	\$ 154.00	\$ 1,848.00
Tract 30027	Planter: 45,833 sq. ft.	\$ 432.00	\$ 5,184.00
Tract 19518/18372	Planter: 12,634 sq. ft.	\$ 119.00	\$ 1,428.00
Tract 13585	Planter: 2,000 sq. ft.	\$ 25.00	\$ 300.00
	Turf: 4,600 sq. ft.	203.00	2,436.00
Tract 20941	Planter: 7,455 sq. ft.	\$ 71.00	\$ 852.00
	Turf: 2,145 sq. ft.	\$ 105.00	\$ 1,260.00
Tract 31269-1	Planter: 43,723 sq. ft.	\$ 412.00	\$ 4,944.00
Tract 31284	Planter: 28,321 sq. ft.	\$ 267.00	\$ 3,204.00
Tract 17387	Planter: 4,384 sq. ft.	\$ 41.00	\$ 492.00
Tract 19143	Planter: 4,864 sq. ft.	\$ 46.00	\$ 552.00
Tract 21616	Planter: 19,858 sq. ft.	\$ 187.00	\$ 2,244.00
	Turf: 3,670 sq. ft.	164.00	1,968.00
Tract 17867	Planter: 13,778 sq. ft.	\$ 130.00	\$ 1,560.00
Tract 12773	Planter: 13,806 sq. ft.	\$ 131.00	\$ 1,572.00
Tract 19685	Planter: 62,530 sq. ft.	\$ 589.00	\$ 7,068.00
Tract 19210	Planter: 9,270 sq. ft.	\$ 87.00	\$ 1,044.00
Tract 19363	Planter: 13,320 sq. ft.	\$ 126.00	\$ 1,512.00
Tract 19434	Planter: 13,242 sq. ft.	\$ 125.00	\$ 1,500.00

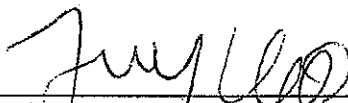
RFP NO. DSG-2/12-13

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Tract 17457	Planter: 3,444 sq. ft.	\$ 35.00	\$ 420.00
Tract 19912	Planter: 11,750 sq. ft.	\$ 111.00	\$ 1,332.00
Tract 20552	Planter: 19,458 sq. ft.	\$ 103.00	\$ 2,196.00
Tract 20404	Planter: 36,138 sq. ft.	\$ 340.00	\$ 4,080.00
Tract 20718	Planter: 23,004 sq. ft.	\$ 217.00	\$ 2,604.00
Tract 20869	Planter: 2,100 sq. ft.	\$ 28.00	\$ 336.00
Tract 15433	Planter: 24,161 sq. ft.	\$ 228.00	\$ 2,736.00
Tract 22889	Planter: 16,438 sq. ft.	\$ 155.00	\$ 1,860.00
Tract 19937	Planter: 20,890 sq. ft.	\$ 197.00	\$ 2,364.00
Tract 20301	Planter: 3,800 sq. ft.	\$ 39.00	\$ 468.00
	Turf: 3,400 sq. ft.	152.00	1,824.00
Tract 20660	Planter: 11,912 sq. ft.	\$ 112.00	\$ 1,344.00
Tract 20859	Planter: 33,630 sq. ft.	\$ 317.00	\$ 3,804.00
Tract 21113	Planter: 10,500 sq. ft.	\$ 99.00	\$ 1,188.00
	Turf: 1,700 sq. ft.	83.00	996.00
Tract 20715	Planter: 51,250 sq. ft.	\$ 483.00	\$ 5,796.00
Tract 29038	Planter: 6,243 sq. ft.	\$ 59.00	\$ 708.00
Zone D Southern Tracts Service Schedule Level 2 Total		\$ 13,847.00	\$ 166,164.00
Cost per sq. ft., per occurrence Level 2 Zone D- Tracts			\$ 0.0099

PROPOSER: Mariposa Landscapes, Inc.

(Company

Name)



President

(AUTHORIZED SIGNATURE AND TITLE)

3/28/12

(DATE)

D. ADDITIONAL WORK PRICE LIST**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

Prices for Additional Work, and Routine Irrigation Repair, include, but are not limited to: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

a. 1 gal. shrub/vine/ground cover in place	@	\$ <u>7.00</u>	ea
b. 5 gal. shrub/vine/ground cover in place	@	\$ <u>18.00</u>	ea
c. 5 gal. tree in place (stakes included)	@	\$ <u>30.00</u>	ea
d. 15 gal. tree in place (stakes included)	@	\$ <u>75.00</u>	ea
e. 24" box tree in place (stakes included)	@	\$ <u>250.00</u>	ea
f. 36" box tree in place (stakes included)	@	\$ <u>750.00</u>	ea
g. Flat of ground cover in place	@	\$ <u>25.00</u>	ea
h. Fertilizer application	@	\$ <u>0.02</u>	/sq. ft.
i. Planter bed mulch in place	@	\$ <u>40.00</u>	/cu. yd.
j. Additional labor	@	\$ <u>30.00</u>	/man hour
k. Additional irrigation technician	@	\$ <u>45.00</u>	/man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additional Landscape Areas per Exhibit C, Section 2 shall be as follows:

a. Per Schedule II, Section A cost per sq. ft., per occurrence.
Or

b. Per Schedule II, Section B as follows:

1. Per Schedule II, Section B, Service Schedule, Level 1, Optional Service cost per sq. ft., per occurrence.

2. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Mariposa Landscapes, Inc.

(Company Name)

President

3/28/12

(AUTHORIZED SIGNATURE AND TITLE)

(DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

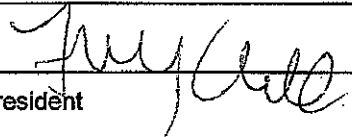
One hundred fifty-five thousand seven hundred eighty four and 0/100 Dollars
(Dollar Amount in Words)

\$ 155,784.00

(Dollar Amount in Figures)

Date: 3/28/12

Proposer: Mariposa Landscapes, Inc.
(Company Name)

By: 
(Signature)
 President

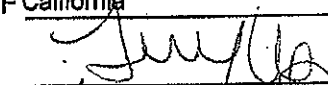

Title:

State License Number and Classification: 592268 C-27,A,C61/D49

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT _____
 (Corporate Seal)
 SECRET



 ARY

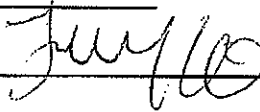
III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10 %, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the times specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3/28/12

Signature of Proposer



By Terry Noriega

Address of Proposer 15529 Arrow Highway

Irwindale, CA 91706

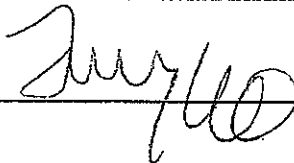
Telephone Number of Proposer (626) 960-0196

Names and Addresses of Members of the Company:

Terry Noriega, 15529 Arrow Highway, Irwindale, CA 91706

(If a Corporation)

Signature of Proposer



By Terry Noriega

Title President

Business Address 15529 Arrow Highway

Irwindale, CA 91706

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of

California

State License Number and Classification

592268 C-27,A, C61/D49

PRESIDENT

July Lee

SECRETARY

Antoni Ochoa

TREASURER

Ther Fu

(Corporate Seal)

RFP NO. DSG-2/12-13

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Terry Noriega, affiant
being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

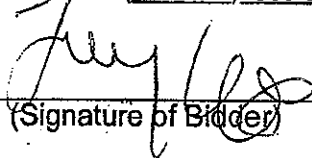
Mariposa Landscapes, Inc. the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with any one to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Mariposa Landscapes, Inc.

Bidder's Address: _____
15529 Arrow Highway, Irwindale, CA 91706

Telephone No.: (626) 960-0196


(Signature of Bidder)

President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

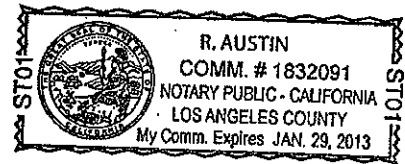
Jurat

State of California
County of Los Angeles

On, March 28, 2012, before me, Terry Noriega President – Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)



Signature R. Austin
R. Austin – Notary Public # 1832091

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1

ISSUE DATE: February 23, 2008

EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time		Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	\$8.00	-	-	*0.115	0.17	-	8	\$8.285	\$12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	*0.16	0.17	-	8	\$8.33	\$12.33
Los Angeles	10.00	-	-	*0.27	0.40	-	8	\$10.73	\$15.73
Los Angeles	8.00	0.80	-	*0.115	0.14	-	8	\$9.145	\$13.145
Orange	8.00	-	-	*0.11	0.11	-	8	\$8.22	\$12.22
Riverside	8.00	-	-	*0.20	0.16	-	8	\$8.36	\$12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
San Diego	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	*0.15	0.15	-	8	8.30	12.30
San Luis Obispo	8.00	-	-	*0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	*0.12	0.12	-	8	\$8.24	\$12.24
Santa Barbara	8.00	-	-	*0.13	0.13	-	8	\$8.26	\$12.26
Ventura	8.00	-	-	*0.115	0.16	-	8	8.275	12.275
Ventura	8.00	2.97	-	*0.19	0.26	-	8	\$11.42	\$15.42

Craft is not apprenticesable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

* \$0.22 after 3 years of service.

† \$0.22 after 4 years of service.

* Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

‡ \$0.40 after 3 years of service.

§ \$0.23 after 2 years of service.

¶ \$0.27 after 2 years of service.

* \$0.31 after 2 years of service.

‡ \$0.38 after 3 years of service.

* \$0.54 after 2 years of service; \$0.81 after 3 years of service.

‡ \$0.29 after 2 years of service.

* \$0.24 after 3 years of service; \$0.37 after 7 years of service.

‡ \$0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

PROJECT NO. _____ MONTH OF _____, 20__

MAINTENANCE • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE WEED LITTER- IRRIGATION ETC.	FERTILIZER • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	PESTICIDES • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	COMPLAINTS • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	HAZARDS • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

**WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT**

FOR MONTH OF _____, 20__

CONTROLLER NO. _____

STATION NO. _____

PROJECT NO. _____

	<u>DATE(S) CHECKED</u>	<u>PROBLEM(S) IDENTIFIED</u>	<u>CORRECTIVE ACTIONS</u> • DATE CORRECTED • CORRECTIVE ACTION DETAILS	<u>HAZARDS</u> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR**

MONTH: _____ YEAR: _____

1. Source of greenwaste (Project No./Location): _____

2. Amount of greenwaste generated from above source (by weight): _____ LBS. -or- TONS.
3. Name, address, and phone number of recycle accepting greenwaste:
 - Company Name: _____
 - Address: _____

 - Phone Number: (_____) _____
4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight): _____ LBS. -or- TONS.
5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

6. Number of times turf mowed this month: _____
7. Number of times turf mowed without clippings caught: _____

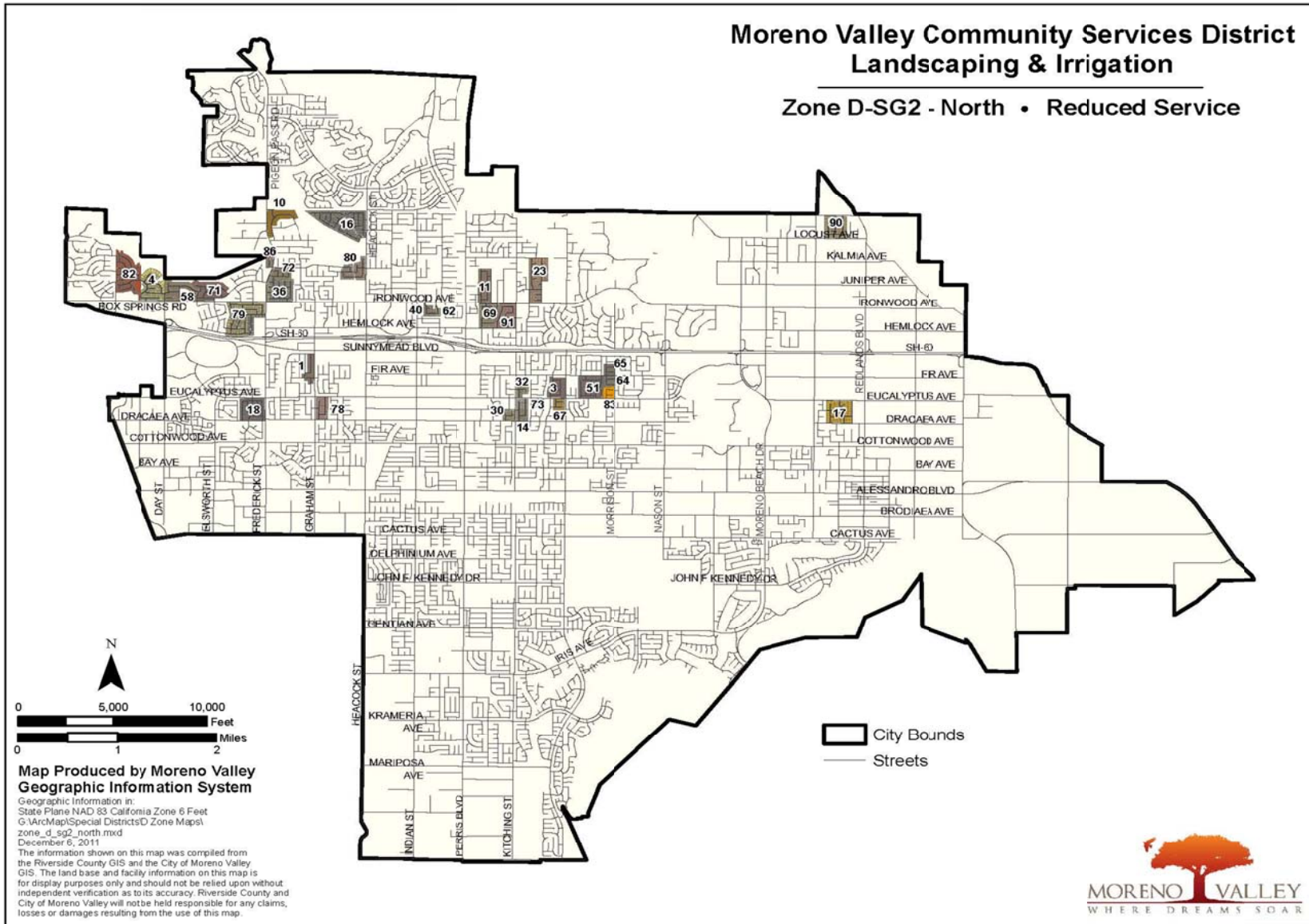
CONTRACTOR: _____

ADDRESS: _____

PHONE: (_____) _____

Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service



-417-

Item No. B.4

Moreno Valley Community Services District
 Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

<u>MAP ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18930	38,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
40	TR 19862	8,805
51	TR 20525	16,500
58	TR 21332	19,440
62	TR 21737	3,920
64	TR 22276	11,690
65	TR 22277	20,485
67	TR 23046	16,000
69	TR 28882	20,983
71	TR 21333	54,500
72	TR 22093	8,873
73	TR 22371	17,844
78	TR 10191/18468	10,871
79	TR 13576/19080/19081	20,291
80	TR 19032	9,132
82	TR 20272	51,216
83	TR 31591	16,445
86	TR 31257	26,686
90	TR 17334	37,680
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: 659,580 sq ft

Total Acreage, Service Area D-SG2 - North: 15.14

Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - North • Reduced Service

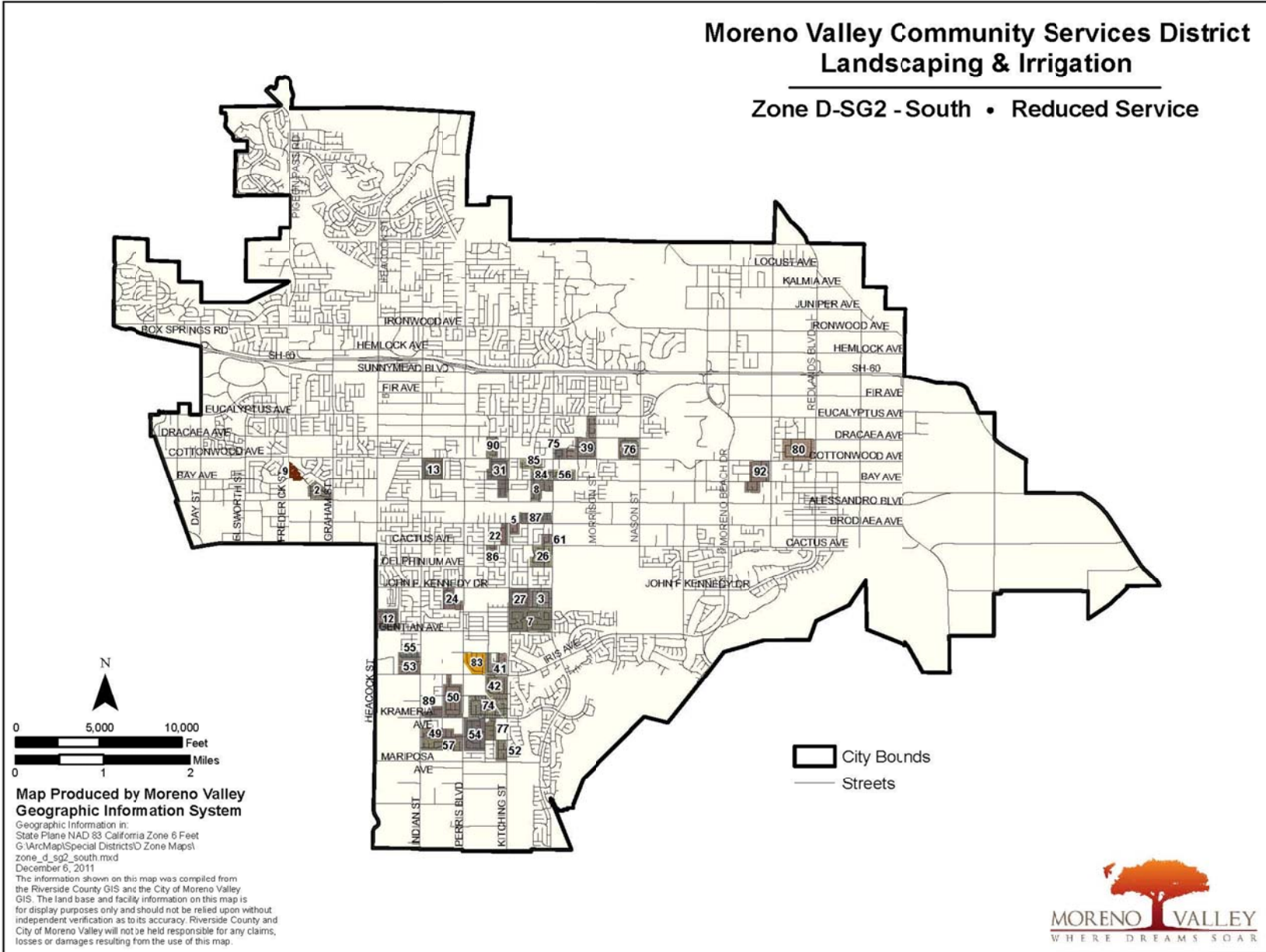
<u>MAP ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18930	38,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
40	TR 19862	8,805
51	TR 20525	16,500
58	TR 21332	19,440
62	TR 21737	3,920
64	TR 22276	11,690
65	TR 22277	20,485
67	TR 23046	16,000
69	TR 28882	20,983
71	TR 21333	54,500
72	TR 22093	8,873
73	TR 22371	17,844
78	TR 10191/18468	10,871
79	TR 13576/19080/19081	20,291
80	TR 19032	9,132
82	TR 20272	51,216
83	TR 31591	16,445
86	TR 31257	26,686
90	TR 17334	37,680
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: 659,580 sq ft

Total Acreage, Service Area D-SG2 - North: 15.14

Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service



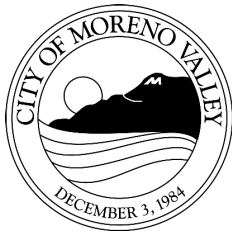
Moreno Valley Community Services District Landscaping & Irrigation

Zone D-SG2 - South • Reduced Service

<u>MAP ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
2	TR 15387	9,049
3	TR 12773	13,806
5	TR 17387	4,384
7	TR 19685	62,530
8	TR 19518/18372	12,634
9	TR 19957	6,810
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
24	TR 19210	9,270
26	TR 19363	13,320
27	TR 19434	13,242
31	TR 19509	18,328
39	TR 19852	28,800
41	TR 19912	11,750
42	TR 19937	20,890
49	TR 20301	7,200
50	TR 20404	36,138
52	TR 20660	11,912
53	TR 20718	23,004
54	TR 20859	33,630
55	TR 20869	2,100
56	TR 20941	9,600
57	TR 21113	12,200
61	TR 21616	23,528
74	TR 20715	51,250
75	TR 27526	16,373
76	TR 30027	45,833
77	TR 29038	6,243
80	TR 31269-1	43,723
83	TR 15433	24,161
84	TR 13585	6,600
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17867	13,778
89	TR 22889	16,438
90	TR 32018	11,306
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South: 729,053 sq ft
Total Acreage, Service Area D-SG2 - South: 16.74

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

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

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-1/11 TOWNGATE MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Extension of the Agreement (“Second Extension Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. E-1/11, with Marina Landscape, Inc. 1900 S. Lewis Street, Anaheim, CA 92805 for E-1 (Towngate) and E-1A (Renaissance Park) areas.
2. Authorize the City Manager to execute the Second Extension Agreement for E-1/11 with Marina Landscape, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Marina Landscape, Inc. in the not-to-exceed (NTE) amount of \$68,800.08 (\$59,322.96 for Zone E-1 and \$9,477.12 for Zone E-1A) for base services and \$15,750.00 (\$13,500.00 for Zone E-1 and \$2,250.00 for Zone E-1A) for additional work services.
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. “Additional work services” include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone’s service area at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On February 2, 2011, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from seven (7) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zones E-1 and E-1A. On June 14, 2011, upon an evaluation of the proposals and staff’s recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of Zone E-1 and Zone E-1A parkways and medians to Marina Landscape, Inc., Anaheim, California (the “Contractor”). The amount of the Agreement for the initial twelve-month term was \$107,697.48 for standard service level landscape maintenance for Zone E-1 and reduced service level landscape maintenance for Zone E-1A (\$88,429.68 for Zone E-1 base, \$9,477.12 for E-1A base, \$8,000.00 for E-1 additional work and \$1,790.68 for E-1A additional work).

In June of 2011, as part of a Proposition 218 mail ballot process, Zone E-1 property owners did not approve an increase in their Zone E-1 charge to cover increased costs, which would allow for the continuation of providing standard service level landscape maintenance to Zone E-1. On October 1, 2011, the landscape maintenance service level for the Zone E-1 service area was adjusted from the standard service level to the reduced service level, based on available funding. This change in service level reduced the base cost of Zone E-1 from \$88,420.68 to \$66,597.39 (3 months at \$22,107.42 for standard service level and 9 months at \$44,492.22 for reduced service level) for FY 2011/12, for nine months of savings. The overall cost of the Agreement, reduced from \$107,697.48 to \$85,867.44 (\$66,599.64 for Zone E-1 base, \$9,477.12 for E-1A base, \$8,000.00 for E-1 additional work, and \$1,790.68 for E-1A additional work) a decrease of \$21,830.04.

Beginning in FY 2012/13, the Agreement for landscape maintenance services for Zone E-1 and Zone E-1A had a combined base amount of \$68,800.08 (\$59,322.96 for Zone E-1 for reduced service level and \$9,477.12 for Zone E-1A for reduced service level landscape maintenance) along with an approved additional work amount of \$6,900.00 (\$5,900.00 in Zone E-1 and \$1,000.00 in Zone E-1A), for a total cost of \$75,700.08.

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and First Extension Agreement, and has agreed to extend the

Agreement based upon the same terms in accordance with the reduced service level for Zone E-1 and Zone E-1A.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Agreement as extended for FY 2013/14 is being recommended for authorization in the NTE amount of \$84,550.08 (\$59,322.96 for Zone E-1 base maintenance services, \$9,477.12 for Zone E-1A base maintenance services, \$13,500.00 for Zone E-1 additional work, and \$2,250.00 for Zone E-1A additional work). This is the second of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than \$100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-1/11 Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-1/11						
	FY 2011/12 Original Agreement as Amended ¹	FY 2012/13 First Extension ²	FY 2013/14 Proposed Second Extension	FY 2014/15 Potential Third Extension ³	FY 2015/16 Potential Fourth Extension ³	Cumulative Total
Base	\$ 76,076.76	\$ 68,800.08	\$ 68,800.08	\$ 68,800.08	\$ 68,800.08	\$ 351,277.08
Additional Work	\$ 9,790.68	\$ 6,900.00	\$ 15,750.00	\$ 15,750.00	\$ 15,750.00	\$ 63,940.68
Total	\$ 85,867.44	\$ 75,700.08	\$ 84,550.08	\$ 84,550.08	\$ 84,550.08	\$ 415,217.76

¹ In FY 2011/12, the base amount of the Agreement for E-1 was reduced from the full service level to the reduced service starting October 1, 2011. This adjusted the base amount of the Agreement from \$107,697.48 to \$85,865.19, a decrease of \$21,832.29.

² Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be

entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Second Extension Agreement for E-1/11 with Marina Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Second Extension Agreement for E-1/11 with Marina Landscape, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$84,550.08 (\$59,322.96 for Zone E-1 base services, \$9,477.12 for Zone E-1A base services, \$13,500.00 for Zone E-1 additional work services, and \$2,250.00 for Zone E-1A for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zones E-1 (Towngate) and E-1A (Renaissance Park).*
2. Do not approve the Second Extension Agreement for E-1/11 with Marina Landscape, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Second Extension Agreement for E-1/11 with Marina Landscape, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$84,550.08 (\$59,322.96 for Zone E-1 base services, \$9,477.12 for Zone E-1A base services, \$13,500.00 for Zone E-1 additional work services, and \$2,250.00 for Zone E-1A for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zones E-1 (Towngate) and E-1A (Renaissance Park) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-1 and E-1A may only be used for landscape maintenance services associated with the parkways and medians in Zones E-1 and E-1A. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year. These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-1/11 Second Extension Agreement for Zones E-1 and E-1A.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-1	Marina Landscape, Inc.	5013-30-79-25706-620910	\$ 59,322.96	\$ 13,500.00	\$ 72,822.96
E-1A	Marina Landscape, Inc.	5013-30-79-25707-620910	\$ 9,477.12	\$ 2,250.00	\$ 11,727.12
Total			\$ 68,800.08	\$ 15,750.00	\$ 84,550.08

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Second Extension Agreement for E-1/11 for FY 2013/14

Attachment 2: Extension to the Agreement (First Extension Agreement) for E-1/11 for FY 2012/13

Attachment 3: Agreement for E-1/11 for FY 2011/12

Attachment 4: Site Map – Zone E-1 Towngate

Attachment 5: Site Map – Zone E-1A Renaissance Park

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

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

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SECOND EXTENSION AGREEMENT
PROJECT NO. E-1/11 – TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Marina Landscape, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated July 7, 2011, referencing Project No. E-1/11 for the maintenance of the District's parkway and median landscaping, and irrigation systems associated with Project No. E-1/11 – Towngate, which include Zones E-1 and E-1A; and,

WHEREAS, written notification was provided to the Contractor that effective October 1, 2011, the service levels and contract costs for maintenance would be adjusted from the standard service level to the reduced service level for Zone E-1 landscape parkways and medians, which also includes the E-1 landscape Day St. medians, with no change in the reduced service level for Zone E-1A landscaped parkways and medians; and,

WHEREAS the change in the service level, in accordance with Exhibit E., 9., II, A., of the Agreement, provides the monthly and annual costs for reduced service levels, which total \$59,322.96 annually for Zone E-1 and \$9,477.12 annually for Zone E-1A; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement), for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, landscape maintenance services as provided under the First Extension Agreement are being sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement (Second Extension Agreement); and,

WHEREAS, the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The Second Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014**.

SECOND EXTENSION AGREEMENT
PROJECT NO. E1/11 TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

2. In accordance with Exhibit D., 1., B., of the Agreement, this Second Extension Agreement shall be considered the second of four possible extensions of the Agreement.
3. For the period of this Second Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Second Extension Agreement for maintenance of the parkway and median areas of Zones E-1 and E-1A consistent with the payment terms (Exhibit C) of the Agreement in the total amount of **FIVE THOUSAND SEVEN HUNDRED THIRTY-THREE AND 34/100 DOLLARS (\$5,733.34)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-EIGHT THOUSAND EIGHT HUNDRED AND 08/100 DOLLARS (\$68,800.08)**.
4. Notwithstanding, Exhibit E., 9., B., 3., A. and B., on page 85 of the Agreement, the unit cost set forth in the Additional Work Price List for additional reduced service landscape areas added to the project during the period of this Second Extension Agreement shall be as follows:
 - a. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **\$0.01/sq.ft./mo.**
 - b. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included as applicable). **\$0.12/sq.ft./mo.**
5. Notwithstanding Exhibit C., 2., E., of the Agreement, for the period of this Second Extension Agreement and except as specifically approved by subsequent action of the CSD Board or the City Manager, as directed by the CSD Board, the Director (Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Second Extension Agreement or the original Agreement in excess of the cumulative total of **FIFTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 (\$15,750.00)**. This additional work amount would allocate thirteen thousand five hundred and 00/100 dollars (\$13,500.00) for additional work in Zone E-1 and two thousand two hundred fifty and 00/100 dollars (\$2,250.00) in Zone E-1A.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SECOND EXTENSION AGREEMENT
PROJECT NO. E1/11 TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

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

Moreno Valley
Community Services District

Contractor: Marina Landscape, Inc

By: _____
Title: City Manager, Acting in the capacity of
District Manager to the Moreno Valley
Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or Assistant
Secretary

Date: _____
Affix Corporate Seal Below

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**EXTENSION AGREEMENT
PROJECT NO. E-1/11 – TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Marina Landscape, Inc.** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated July 7, 2011, referencing Project No. E-1/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-1/11 – Towngate.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**.
2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.
3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement in the total amount of **FIVE THOUSAND SEVEN HUNDRED THIRTY-THREE AND 34/100 DOLLARS (\$5,733.34)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SIXTY-EIGHT THOUSAND EIGHT HUNDRED AND 08/100 DOLLARS (\$68,800.08)**.
4. Notwithstanding, Exhibit E, Section B; 3. A and B on page 85 of the Agreement, the unit cost set forth in the Additional Work Price List, Section B, for any landscape areas added to the project during the period of this Extension shall be as follows:
 - a. Additional parkway areas, planters (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.01/sq.ft./mo.**
 - b. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included as applicable). **\$0.12/sq.ft./mo.**

EXTENSION AGREEMENT
PROJECT NO. E1/11 TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

5. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **SIX THOUSAND NINE HUNDRED AND 00/100 (\$6,900.00)**.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E1/11 TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

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

Moreno Valley
Community Services District

Contractor: Marina Landscape, Inc

By: *Michelle Bauer*
Title: City Manager, Acting in the capacity of
District Manager to the Moreno Valley
Community Services District

By: *[Signature]*
Title: (President or Vice President)

Date: 6/27/12

Date: 4/19/12

INTERNAL USE ONLY
ATTEST: _____ City Clerk
APPROVED AS TO LEGAL FORM: <u><i>[Signature]</i></u> City Attorney <u>6/15/12</u> Date
RECOMMENDED FOR APPROVAL: <u><i>[Signature]</i></u> Department Head <u>6/26/12</u> Date

By: *[Signature]*
Title: Corporate Secretary or Assistant
Secretary

Date: 4/19/12
Affix Corporate Seal Below

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INDEPENDENT CONTRACTOR AGREEMENTR.F.P. NO. E-1/11
PROJECT NO. E-1/11**TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	<u>Marina Landscape, Inc.</u>
Street Address	<u></u>
Street Address	<u>1900 S. Lewis Street</u>
City, State, Zip	<u>Anaheim, CA 92805-6621</u>
Mailing Address	<u></u>
(If same as Street Address, write same or same as above)	<u>Same as above</u>
Business Phone (with area code)	<u>(714) 939-6600</u>
Cell or Mobile Phone (with area code)	<u></u>
Other Contact Number (with area code)	<u></u>
Fax Number	<u>(714) 935-1199</u>
Email Address	<u></u>
Social Security Number	<u></u>
Business License Number	<u></u>
Federal Tax ID Number	<u>95-3760820</u>
Contractor's License Number & Classification	<u>492862 A, B, C27 and C36</u>

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

- D. The Contract Starting Date is July 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the City of Riverside (Riverside), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, District, and Riverside against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.
 By: _____ Date: _____
 (Risk Manager)

Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to

the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, and the City of Riverside, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, and/or the City of Riverside, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.
- J. Termination.
1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.
 2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to

services performed by the Contractor in accordance herewith through the date of termination.

- K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.
- L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.
- N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1900 S. Lewis Street, Anaheim, CA 92805-6621

 [Mailing Address (Post Office Box, if applicable)]
 (714) 939-6600

 [Telephone number]
 (714) 935-1199

 [Fax number]

 [Email address]

With a copy to: _____
 [Attorney for Contractor, if applicable]

 [Street Address]

 [Post Office Box, if applicable]

 [City, State, Zip]

[Telephone number]

[Fax number]

[Email address]

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District

By: [Signature]
 Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District

Date: _____

Contractor

By: [Signature]
 Title: (President or Vice President)
 (Partner)
 (Joint Venturer)
 (Owner)

Date: 4/4/11

INTERNAL USE ONLY

ATTEST:

[Signature]
 City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
 City Attorney

10 JULY 2011
 Date

RECOMMENDED FOR APPROVAL:

[Signature]
 Department Head

7/17/11
 Date

By: _____
 Title: Corporate Secretary or Assistant Secretary
 (If applicable)

Date: 4/4/11

Affix Corporate Seal Below
(If applicable)

Attachments

Map for Site: TOWNGATE

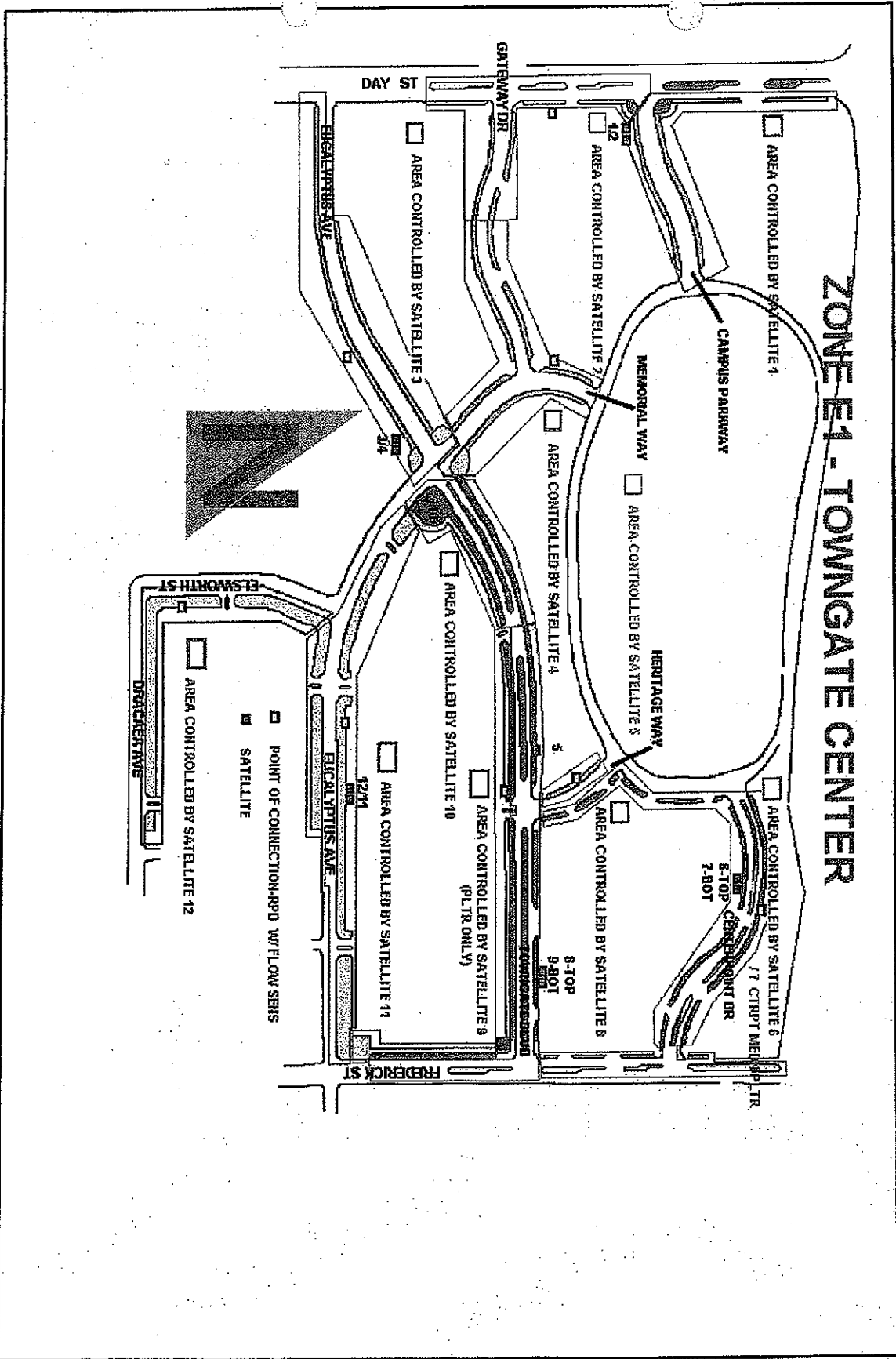


EXHIBIT A
R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his//her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

2. SCHEDULING OF WORK

- A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work

schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.

- C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:
 - 1. Fertilization;
 - 2. Turf Aeration;
 - 3. Application of pesticides by any method;
 - 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- F. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.
- G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November

Day after Thanksgiving
 Christmas Eve
 Christmas Day

4th Friday in November
 December 24
 December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.
- D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency

calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

- E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

- | | |
|-----------------------------|--|
| 1. City Manager | 5. Special Districts Division Manager |
| 2. Director of Public Works | 6. Street Maintenance Supervisor |
| 3. Police Department | 7. Senior Landscape Services Inspector |
| 4. Fire Department | 8. Landscape Services Inspector |

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to

comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations..

6. COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above.
- C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish,

erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

- A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in

connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

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

15. CONTRACTOR'S LIABILITY

- A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.
- B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS – FULL SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.
8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.
13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.
14. Aeration:

- (a) All turf areas shall be aerated three (3) times annually;
 - (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;
 - (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - (f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.
15. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

- 1. All trees are to be maintained in a manner that will promote normal, healthy growth.
- 2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.
- 3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
- 4. Any tree shall be pruned at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
- 5. Trees up to eighteen feet (18') in height shall:
 - (a) Be pruned to enable successful adaptation to their particular site situation;
 - (b) Have no more than one-third (1/3) of living branches removed annually;
 - (c) Be fertilized only as directed by District field staff.
- 6. Trees over eighteen feet (18') in height shall:
 - (a) Be inspected annually;

- (b) Pruned and/or trimmed as necessary to maintain proper site orientation;
 - (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
7. Pruning tools shall:
- (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
8. The following practices shall not be allowed:
- (a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 - (c) Use of pruning paint/pruning compound/wound dressing;
 - (d) Use of climbing spurs or gaffs.
9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.
11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

- 1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- 2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
- 3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
- 4. Any shrub shall be pruned and/or trimmed at any time in order to:

- (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned:
- (a) To enable successful adaptation to their particular site situation;
 - (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
 - (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. Pruning tools shall:
- (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
7. The following practices shall not be allowed:
- (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 - (c) Use of pruning paint/pruning compound/wound dressing.
8. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.
9. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

D. GROUND COVER CARE

- 1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
- 2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').
- 3. Ground covers shall be pruned/trimmed at any time in order to:
 - (a) Remove dead, diseased, or damaged branches/crowns;

- (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) In accordance with accepted practices for the particular species in question;
 - (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
 5. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
 6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
 7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.
 8. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.
2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.
4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
5. Chemical weed control: See Technical Provisions - Full Service Pesticide Use, Section 19.
6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.
3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.
4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.
5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
6. Automatic irrigation systems shall:
 - (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;
 - (b) Be turned off during periods of rainfall, or as directed by District field staff;
 - (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
 - (a) Be operated only when Contractor's personnel are present on site;
 - (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;
 - (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
2. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.
3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.
5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.
6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
7. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material

recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
2. Humus base fertilizers to be applied by drop spreader only.
3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

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

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification is required to Director five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.
2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - (b) No injecting or drilling into tree trunk will be allowed.
 - (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.
3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control
 - (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.
 - (b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass

Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

The aforementioned list is inclusive; other species may be added by the Director as necessary

- (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

- (a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp.

- (b) Snails shall be controlled on an as needed basis on all other plant material.
- (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

- (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (b) The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

- (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

- (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. TECHNICAL PROVISIONS - REDUCED SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting.

Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" includes, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in onto any other site.
6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.
8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.
13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.
14. Aeration is considered Additional Work, per Exhibit C., Section 2.
15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.
3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.
4. Any tree shall be pruned at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Trees up to eighteen feet (18') in height shall:
 - (a) Be pruned to enable successful adaptation to their particular site situation;
 - (b) Have no more than one-third (1/3) of living branches removed annually;
 - (c) Be fertilized only as directed by District field staff.
6. Trees over eighteen feet (18') in height shall:
 - (a) Be inspected annually;
 - (b) Pruned and/or trimmed as necessary to maintain proper site orientation;
 - (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
7. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
8. The following practices shall not be allowed:
 - (a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

- (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 - (c) Use of pruning paint/pruning compound/wound dressing;
 - (d) Use of climbing spurs or gaffs.
9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
 10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.
 11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
 12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
4. Any shrub shall be pruned and/or trimmed at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
 - (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
7. The following practices shall not be allowed:
 - (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "poodling") will be done only when authorized by the Director on a site-specific basis.
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 - (c) Use of pruning paint/pruning compound/wound dressing.
8. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.
9. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').
3. Ground covers shall be pruned/trimmed at any time in order to:
 - (a) Remove dead, diseased, or damaged branches/crowns;
 - (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) In accordance with accepted practices for the particular species in question;
 - (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.
8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.
2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.
4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
5. Chemical weed control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.
6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per month; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.
3. For the purposes of these Special Provisions, routine irrigation repairs are defined

as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.
5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
6. Automatic irrigation systems shall:
 - (a) Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per month;
 - (b) Be turned off during periods of rainfall, or as directed by District field staff;
 - (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
 - (a) Be operated only when Contractor's personnel are present on site;
 - (b) Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;
 - (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.
9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
2. Contractor shall make a minimum of one (1) visitation per month of all sites

covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.
5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.
 - (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
 - (b) Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this Contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in performance of Contract's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information

requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.
3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

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

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification to the Director is required five (5) days prior to fertilizer application.
5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.
2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - (b) No injecting or drilling into tree trunk will be allowed.
 - (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
3. Contractor shall supply a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification to the Director is required five (5) days prior to fertilizer application.
5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.
3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.
4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684; 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

- (a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.
- (b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

This list is inclusive; other species may be added by the Director as necessary.

- (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

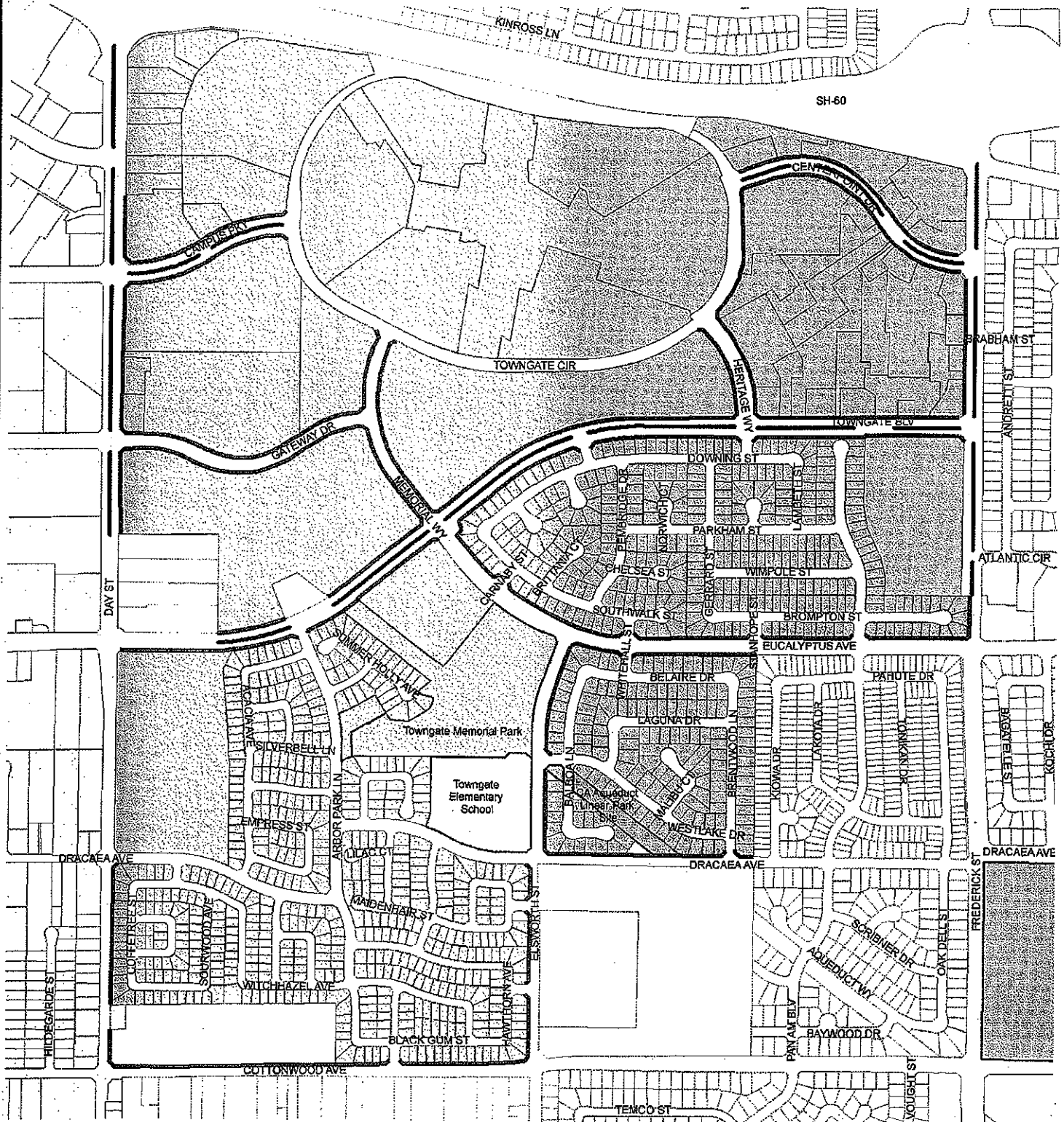
3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

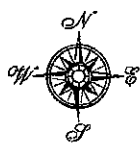





Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-1 • Towngate



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

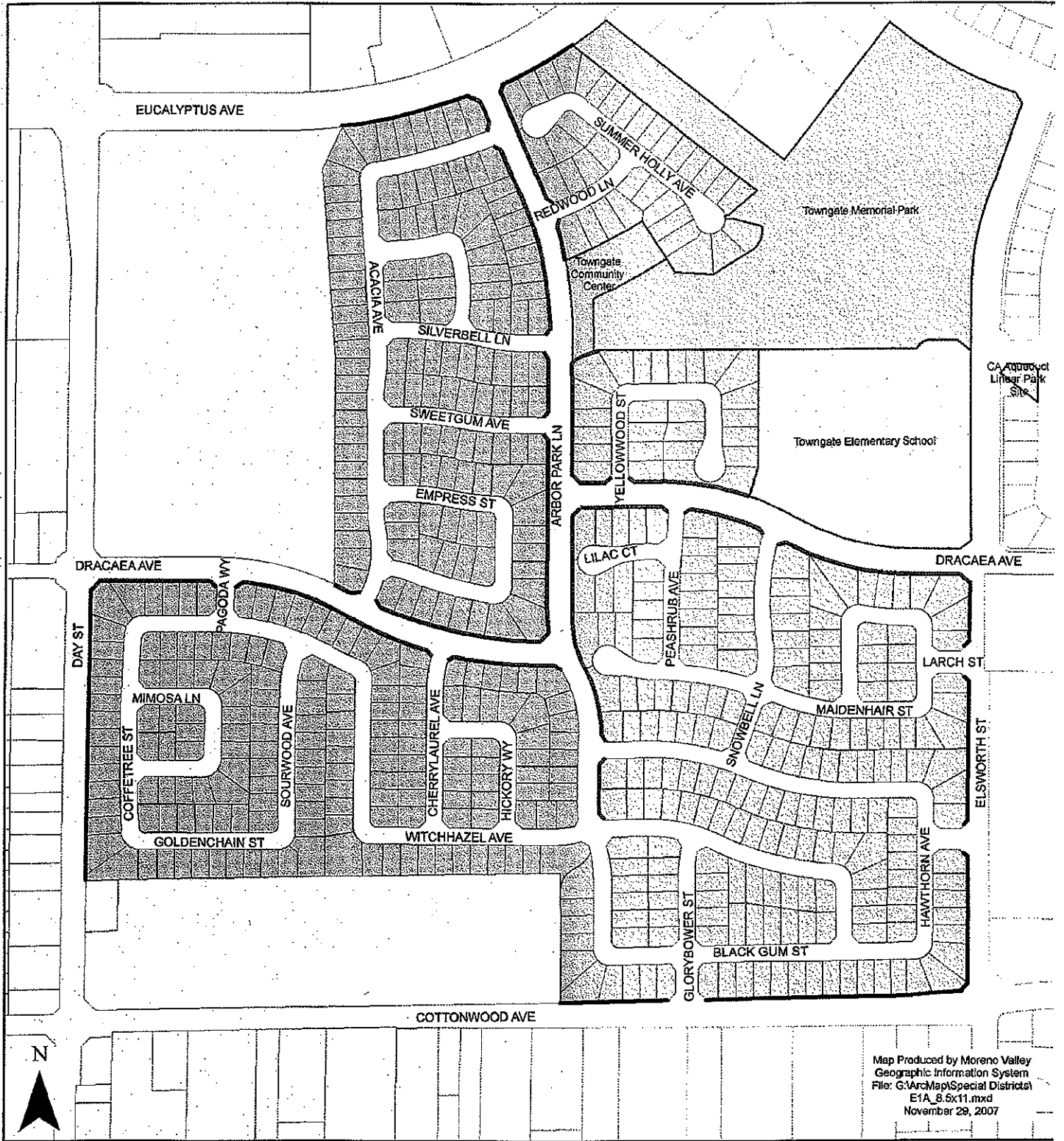


-  Landscaped Parkway
-  Landscaped Median
-  Zone E-1 Parcels




Map Created by Moreno Valley GIS
Print Date: November 29, 2007
File: G:\ArcMap\Special Districts\E1_8.5x11.mxd

Moreno Valley Community Services District
 Extensive Landscaping & Irrigation

Zone E-1A • Walls/Internal
 Landscape Maintenance



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

-  CSD Maintained Aterial Walls
-  CSD Maintained Landscape and Internal Walls
-  Zone E-1A Parcels

Map Produced by Moreno Valley
 Geographic Information System
 File: G:\ArcMap\Special Districts
 E1A_8.5x11.mxd
 November 29, 2007



EXHIBIT B: District Responsibilities
R.F.P. NOE-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

- A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
R.F.P. NO E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

- A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.
- B. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of eight thousand one hundred and fifty-eight dollars and ninety/100 (\$8,158.90) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed ninety-seven thousand, nine hundred and six dollars and eighty/100 (\$97,906.80), except as provided for in Section 2 below.
- C. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

- A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2., paragraph C. herein this Exhibit, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Section 9, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization,

the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

- C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.
- D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).
- E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of \$9,790.68 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract
R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

- A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:
- That the Contractor's performance during the preceding twelve months has been satisfactory, and;
- That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.
- D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

R.F.P. NO. E-1/11

R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: MAKINA LANDSCAPE INC.

TYPE

- Sole proprietor
- Partnership
- Corporation X

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:

1900 S. LEWIS STREET
ANAHEIM, CA 92805

MAIN OFFICE PHONE NUMBER: (714) 939-6600

SATELLITE OFFICE ADDRESS (if applicable):
N/A

SATELLITE OFFICE PHONE NUMBER N/A

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: #492862 A, B, C21, C36
CORPORATION

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 25

LICENSE EXPIRATION DATE: 6/30/2012

CURRENT LICENSE STATUS: ACTIVE

PRIOR ACTIONS AGAINST THIS LICENSE? Yes/No

IF YES, LIST CITATION TYPE AND HOW RESOLVED: N/A

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3760820

E. NAME AND TITLE OF COMPANY OFFICERS:

ROBERT COWAN	PRESIDENT & SECRETARY
ALI TAVAKOLI	VICE PRESIDENT OF CONSTRUCTION
TEZI DJINEM	CEO

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 39

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 39

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 155

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 15%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: \$ 11,000,000 / YEAR

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 8	AVERAGE WAGE SCALE: \$ 32 /Hr.*
TECHNICIANS: 12	AVERAGE WAGE SCALE: \$ 22 /Hr.*
FOREMEN: 45	AVERAGE WAGE SCALE: \$ 19.65 /Hr.*
LABORERS: 320	AVERAGE WAGE SCALE: \$ 15 /Hr.*

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH & P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

- TYPE: Ford F-250 NUMBER: 78
- TYPE: Ford F-350 NUMBER: 15

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- TYPE: Dump Truck NUMBER: 2
- TYPE: Low Boy Tractor NUMBER: 2

B POWER EQUIPMENT

- TYPE: Ea. Mark Large Mower NUMBER: 32
- TYPE: John Deere 36" Mower NUMBER: 45
- TYPE: Power Edge Edgers NUMBER: 57
- TYPE: Stump Blowers NUMBER: 110

I. REFERENCES**ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE**

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
 - A. NAME AND ADDRESS OF AGENCY;
 - B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
 - C. CONTRACT NAME(S) / NUMBER(S);
 - D. ANNUAL CONTRACT AMOUNT(S);
 - E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
 - F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
 - G. LENGTH OF CONTRACT(S).
3. THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:
 - A. How many (number) of contracts and years under contract?
 - B. What are/were the Scope of the contract(s), acreage amounts, location(s)?
C. What are/were the Contract amount(s)?
 - D. Do/did they have adequate (quantity/quality) staffing?
 - E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/Equipment Operation/Safety)?
 - F. Does staff have the ability to comprehend/speak English?
 - G. How are/were the appearance, uniforms, and use of safety equipment?
 - H. Do/did they have availability of additional personnel for extra work/special projects?
 - I. Is/was the equipment used in good working order?
 - J. Do/did they have an effective in-company communications system?
 - K. How is/was the knowledge of project/contract standards?
 - L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

Marina Landscape Inc.

Landscape Maintenance References

City of Anaheim, CA - Eastside Resort District **120 acres**

Contact: Dan Oregel 200 S. Anaheim Blvd.,
(714) 765-6961 Anaheim, CA 92805
Fax: (714) 765-5288
doregel@anaheim.net

\$950,000 / year
9/1/09-present

Lake Forest Sports Fields **100 acres**
(2010 C.L.C.A. First Place Prize – Sports Fields Maintenance)

Contact: Oscar Garcia 25550 Commercentre Dr., Suite 100
(949) 283-1737 Lake Forest, CA 92630
Fax: (949) 461-3512
lestevez@ci.lake-forest.ca.us

\$650,000/year
1/1/10 – 12/31/2012

Culver City – City wide landscape maintenance **65 acres**

Contact: Patrick Reynolds 4117 Overland Avenue
(310) 253-6471 Culver City, CA 90230
Fax: (310) 253-6666
patrick.reynolds@culvercity.org

\$400,000 / year
8/1/09-present

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- M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
- N. How accurate & timely is/was billing/invoicing?
- O. Have Contract(s) been successfully completed to term?
- P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

- A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

1900 S Lewis Street
 ANAHEIM, CA 92805

- B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

SEE BELOW

2. **Motor Vehicles:**

FORD F-250 CREW CAB

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

EQUIPMENT LAZER OR TORO 36" MOWER

WEED EATERS

POWER-EDGE EDGERS

BACKPACK BLOWERS

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

(List both powered and hand equipment/tools)

POLE HEDGE TRIMMERS STIKK BACKPACK BLOWERS
 POWER EDGERS VARIOUS HAND TOOLS
 HEDG EATERS
 HEDGE TRIMMERS
 RAKE & BROOMS

5. Irrigation System Maintenance Equipment:

(List both powered and hand equipment/tools)

REMOTE CONTROL
 WIRE TENCERS
 PUMPS
 RETRACTORS
 VARIOUS TONERS/VOLT METERS
 CUTTING TOOLS
 GLUE
 WRENCHES
 ROUTINE IRRIGATION REPAIR PARTS

6. Fertilizer Application Equipment:

(List both powered and hand equipment/tools)

WALK BEHIND SPREADERS
 WIDE APPLICATOR
 HAND SPREADERS
 DEEP-BOOT INSECTOR (IF NEEDED)

7. Pesticide Application Equipment:

(List both powered and hand equipment/tools)

350-GALLON SPRAY RIG (IF NEEDED)
 BACKPACK SPRAYERS
 TREE GUN
 TRAILOR MOUNTED WIDE SPRAY APPLICATOR

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- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**

(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

SEE ATTACHED

2. **Tree Trimming/Maintenance:**

(List any ISA or equivalent certified personnel)

Victor Solis - ISA Certified Tree Trimmer

3. **Irrigation System Maintenance:**

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

JOSE LUIS SOLANO - CERTIFIED IRRIGATION TECHNICIAN

CHRIS CURRY - CERTIFIED AUDITOR

GUSTAVO CAMPOS - CERTIFIED IRRIGATION TECHNICIAN
- BACKFLOW INSPECTOR

4. **Pesticide Application:**

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

ROBERT COWAN - PCL, PCA

VICTOR GARIBAY - QAL

Key Personnel

Marty Stowell, Superintendent, Operations Manager

Marty has been in the landscaping industry for over 30 years. He is responsible for the entire Maintenance Operations Department which includes overseeing all of our maintenance jobs and crews. Marty's expertise is found in maintaining city-wide maintenance contracts and HOAs in Southern California. His keen eye for scheduling and the utilization of our crews makes our maintenance operations very efficient and effective. Marty also has vast knowledge in landscape irrigation and installation, estimating and construction.

Jose Luis Solano, Supervisor, Landscape Maintenance

Jose Luis has been working in the landscape industry for over 18 years. His landscape background includes management, irrigation, maintenance and arbor care. Jose Luis is responsible for a crew of 55 employees maintaining large public and private parks, sports venues and commercial landscapes in Los Angeles and Orange Counties. Jose Luis is especially familiar with irrigation repair and maintenance. Notable projects include Anaheim Resort District, Anaheim, CA; Yorba Park, Yorba Linda, CA; and Seal Beach Naval Housing, Seal Beach, CA and Rancho Palos Verdes Parks and Trails.

City of Rancho Palos Verdes (Parks and Trails)

Currently

- Oversee the full-time maintenance crews spread out over the City's 200 acres of parks, trails and landscaped areas.
- Daily maintenance of all baseball fields, parks, trees, trails, landscapes, irrigation and facilities
- Turf renovations include, aerating, verti-cutting, overseeding/reseeding, topdressing, fertilizing, and establishing
- In charge of granular/foiar applications of fertilizer/herbicide/insecticide/fungicide/PGR

City of Anaheim, General Supervisor on our Anaheim Projects

- Eastside Resort District, Landscape and Power Washing
- Anaheim Convention Center
- Anaheim Parks, Mowing and Trash
- Anaheim Family Justice Center
- Little Warner Basin
- Anaheim Civic Center

Angie Trejo, Office Manager, Landscape Maintenance

Rosa has over 15 years experience in landscape industry, and joined the Marina family in 2007. Angie's key strengths as an office manager include client relations and accounting. Angie is responsible for accounts payable, accounts receivable, payroll reports, and customer service. Angie is also fluent in both English and Spanish.

PROPOSED PROJECT WORK SCHEDULES - FULL SERVICE
E-1 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Mow/Edge Planters Weed Control Litter Control 4 men - 8 hrs ea.	Planters Weed Control Litter Control 2 men - 8 hrs. Irrigation Tech 8 hrs.	Planters Weed Control Litter Control Rodent Control Disease Control 1 man - 8 hrs.	Planters Weed Control Litter Control Trees 3 men - 8 hrs.	/
WEEK #2 Same as Week #1			→	/
WEEK #3 Same as Week #1			→	/
WEEK #4 Same as Week #1			→	/

**PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1 MONTHLY SCHEDULE SHEET**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Mow/EDGE Planters Weed Control (Quarterly) Litter Control 3 men - 8 hrs.	Planters Litter Control Pesticide Control 2 men - 8 hrs.	Planters Irrigation Tech 6 hrs.	Planters Litter Control Trees 2 men - 8 hrs.	/
WEEK #2 Planters Litter Control Pesticide Control 2 men - 8 hrs.	Planters Litter Control Pesticide Control 2 men - 8 hrs.	Planters Irrigation Tech 6 hrs.	Planters Litter Control Disease Control 2 men - 8 hrs.	/
WEEK #3 Same As week #1	→			/
WEEK #4 Same As week #2	→			/

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**PROPOSED PROJECT WORK SCHEDULES - FULL SERVICE
E-1A MONTHLY SCHEDULE SHEET**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 /	/	Planters Weed Control Litter Control Pest & Disease TREES Irrigation Test 4 hrs. 2 men - 6 hrs.	/	/
WEEK #2 Same as Week #1				
WEEK #3 Same as Week #1				
WEEK #4 Same as Week #1				

**PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1A MONTHLY SCHEDULE SHEET**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 /	/	Planters Weed Control LITTER CONTROL Povert of PLEASE TREES IRRIGATION TECH 2 HRS. (MAN - 6 HRS.)	/	/
WEEK #2 Same as Week #1				↗
WEEK #3 Same as Week #1				↗
WEEK #4 Same as Week #1				↗

R.F.P. NO. E-1/11

**PROPOSED PROJECT WORK SCHEDULES - FULL SERVICE
E-1 ANNUAL SCHEDULE SHEET**

JANUARY MONTHLY REPORTS.	FEBRUARY	MARCH Ensure Ground Covers is Pruned - 80 hrs.
APRIL Aerate Turf - 8 hrs Humus Fertilizer - 8 hrs. Shrubs & G.C. Fert. - 8 hrs.	MAY	JUNE Ensure Ground Cover is Pruned, 80 hrs.
JULY Aerate Turf 8 hrs	AUGUST	SEPTEMBER Ensure Ground Cover is Pruned - 80 hrs. Ensure Shrubs are Pruned - 160 hrs. Shrubs & G.C. Fert - 8 hrs.
OCTOBER Aerate Turf 8 hrs. Humus Fertilizer - 8 hrs.	NOVEMBER Inspect all Trees over 18'	DECEMBER Ensure Ground Cover is Pruned - 80 hrs.

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**PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1 ANNUAL SCHEDULE SHEET**

<p>JANUARY</p>	<p>FEBRUARY TURF FEED - 8 hrs.</p>	<p>MARCH ENSURE G.C. IS PRUNED - 80 hrs. Weed Control - 40 hrs.</p>
<p>APRIL SHRUBS & G.C. FEED - 8 hrs.</p>	<p>MAY</p>	<p>JUNE ENSURE G.C. IS PRUNED - 80 hrs. Weed Control - 40 hrs. TURF FEED - 8 hrs.</p>
<p>JULY</p>	<p>AUGUST</p>	<p>SEPTEMBER ENSURE G.C. IS PRUNED - 80 hrs. Weed Control - 40 hrs.</p>
<p>OCTOBER</p>	<p>NOVEMBER INSPECT TREES OVER 18' ENSURE SHRUBS ARE PRUNED - 40 hrs.</p>	<p>DECEMBER ENSURE G.C. IS PRUNED - 80 hrs. Weed Control - 40 hrs.</p>

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**PROPOSED PROJECT WORK SCHEDULES - FULL SERVICE
E-1A ANNUAL SCHEDULE SHEET**

JANUARY MONTHLY REPORTS	FEBRUARY	MARCH ENSURE GROUND COVER IS PRUNED - 40 hrs.
APRIL SHRUBS & G.C. FEED - 8 hrs.	MAY	JUNE ENSURE GROUND COVER IS PRUNED - 40 hrs.
JULY	AUGUST	SEPTEMBER ENSURE GROUND COVER & SHRUBS ARE PRUNED - 40 hrs. SHRUBS & G.C. FEED - 4 hrs.
OCTOBER	NOVEMBER INSPECT ALL TREES OVER 18'	DECEMBER ENSURE GROUND COVER IS PRUNED - 40 hrs.

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**PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1A ANNUAL SCHEDULE SHEET**

<p>JANUARY</p>	<p>FEBRUARY</p>	<p>MARCH ENSURE G.C. IS PRUNED - 40 hrs. Weed Control - 20 hrs.</p>
<p>APRIL SHRUBS & G.C. FERT - 8 hrs.</p>	<p>MAY</p>	<p>JUNE ENSURE G.C. IS PRUNED - 40 hrs. Weed Control - 20 hrs.</p>
<p>JULY</p>	<p>AUGUST</p>	<p>SEPTEMBER ENSURE G.C. IS PRUNED - 40 hrs. Weed Control - 20 hrs.</p>
<p>OCTOBER</p>	<p>NOVEMBER INSPECT ALL TREES OVER 18' ENSURE SHRUBS ARE PRUNED - 40 hrs.</p>	<p>DECEMBER ENSURE G.C. IS PRUNED - 40 hrs. Weed Control - 20 hrs.</p>

R.F.P. NO. E-1/11

4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
BEST POLY SUPREME	2,000 LBS.	\$ 1,500
Humus Feex.	1,800 LBS.	\$ 1,225

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Round-Up	4 GALLONS	\$ 350
GIANT DESTROYER	2 CASES	\$ 200
Dimension (if needed)	500 LBS.	\$ 650

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5. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING**A. Communications:**

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full and comprehensive response.

See ATTACHED

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

See ATTACHED

Communications:

Every morning our whole office and field staff reports to the Anaheim yard. We are directed by the Operations Manager and Supervisors about routes and duties. There is constant communication between all levels of operations via cell phones which are carried by all crews.

All emergency calls can be directed to our office phone number at (714) 939-6600. The after-hour emergency system will re-direct the call to Juan Galindo, who is our emergency on-call supervisor. He will immediately contact Stephen Guise, VP of Maintenance Operations, and Jose Luis Solano, Supervisor, to let them know of the situation. They will determine the best course of action and remedy the situation. This system ensures all levels of management are aware of any emergencies that may arise.

Traffic Safety:

We will set up our traffic control in accordance with the Caltrans's MUTCD Part 6. We will set up an advanced warning sign next to the curb 200 feet from the start of the working area. From that point, cones will be placed next to the curb every 30 feet until the work area is cleared, to let drivers know that work is in progress near the road. In the event we need to close a lane of traffic, our trucks have the flashing light hookups. Using flashing lights, cones, warning signs, and channelizing techniques, we can direct traffic safely away from our workers. However, we do not intend to close down any lanes of traffic.

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C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

See ATTACHED

MARINA GREEN PLAN

Marina is a landscape firm committed to the environment in everyway. The company's diverse projects reflect this commitment, recreation facilities, sport fields, golf courses, hotels, resorts, commercial and industrial developments, public facilities, streetscapes, highway beautification, wetlands, re-vegetation zones, and housing developments.

Marina's landscape projects have won numerous awards from public and private agencies, and contractors' associations.

Marina Landscape is also working in the community as a leader in recycling of "green waste"; trash and green waste are separated and disposed of properly. All green waste generated through the maintenance of this project will be delivered to our recycle center where the materials can be re-used to benefit the environment. Receipts will be available for inspection at anytime upon request by the City of Moreno Valley.

Marina Landscape Inc. also mulches the green waste collect from our jobsites, at our in-house location.

Regional Material Recovery
Anaheim Disposal Inc.
1131 N. Blue Gum Street
Anaheim, CA 92805
(714) 238-3300

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7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion, creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE



PRINTED NAME

ROBERT COWAN

TITLE

PRESIDENT

COMPANY NAME

MARINA LANDSCAPE INC.

DATE

2/2/11

R.F.P. NO. E-1/11

8. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and MAZINA LANDSCAPE INC., and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind MAZINA LANDSCAPE INC. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. -- Signature of Contract Proposal).

**FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT
(PRINTED), SIGNED AND DATED**

SIGNATURE



NAME

ROBERT COWAN

TITLE

PRESIDENT

COMPANY NAME

MAZINA LANDSCAPE INC.

DATE

2/2/11

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: MARINA LANDSCAPE INC.
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-1 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 294,598 sq. ft.	\$.01413	\$ 4,162.67	\$ 49,952.04
		Turf: 148,104 sq. ft.	\$.02035	\$ 3,013.92	\$ 36,167.04
	Reduced	Planter: 294,598 sq. ft.	\$.00948	\$ 2,792.79	\$ 33,513.44
		Turf: 148,104 sq. ft.	\$.01365	\$ 2,021.62	\$ 24,259.44
E-1 LANDSCAPE DAY ST. MEDIANS (currently full service)	Full	Planter: 3,080 sq. ft.	\$.01563	\$ 48.14	\$ 577.68
		Turf 8,800 sq. ft.	\$.01641	\$ 144.41	\$ 1,732.92
	Reduced	Planter: 3,080 sq. ft.	\$.01048	\$ 32.28	\$ 387.36
		Turf 8,800 sq. ft.	\$.01101	\$ 96.89	\$ 1,162.68
E-1A LANDSCAPE PARKWAYS & MEDIANS (currently reduced service)	Full	Planter 72,655 sq. ft.	\$.01621	\$ 1,177.74	\$ 14,132.88
	Reduced	Planter 72,655 sq. ft.	\$.01087	\$ 789.76	\$ 9,477.12

The Total Amount of the Service Proposal shall be based on current service levels (Full service for E-1 Parkways & Medians and Day St. Medians, Reduced service for E-1A Parkways & Medians):

Figures: 97,906 and 80 /100's Dollars

Words: NINETY-SEVEN THOUSAND NINE HUNDRED SIX and 80 /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). N/A has/have been received and is/are made a part of this proposal.

[Signature] PRESIDENT 2/2/11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. NO. E-1/11

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	\$ <u>10</u>	ea
2. 5 gal. shrub/vine/ground cover in place	@	\$ <u>26.50</u>	ea
3. 5 gal. tree in place (stakes included)	@	\$ <u>35-</u>	ea
4. 15 gal. tree in place (stakes included)	@	\$ <u>100-</u>	ea
5. 24" box tree in place (stakes included)	@	\$ <u>300-</u>	ea
6. 36" box tree in place (guy wires included)	@	\$ <u>850-</u>	ea
7. Flat of ground cover in place	@	\$ <u>24.50</u>	ea
8. Planter bed mulch in place	@	\$ <u>75</u>	/cu. yd
9. Additional labor	@	\$ <u>21.50</u>	/man hour
10. Additional Irrigation Technician	@	\$ <u>45-</u>	/man hour

PROPOSER: MARINA LANDSCAPE INC.
(Company Name)

R.F.P. NO. E-1/11

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %
2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.
 - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$.015 /sq. ft./mo.
 - B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$.017 /sq. ft./mo.
3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.
 - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$.01 /sq. ft./mo.
 - B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$.012 /sq. ft./mo.
4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: MARINA LANDSCAPE INC.
 (Company Name)

R.F.P. NO. E-1/11

10. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 9 (Schedule II) A. "Bid Schedule"):

NINETY-SEVEN THOUSAND NINE HUNDRED SIX & 80/100 —
(Dollar Amount in Words)

\$ 97,906.80
(Dollar Amount in Figures)

Date: 2/2/11

Proposer: MARINA LANDSCAPE INC.
(Company Name)

By: [Signature]
(Signature)

Title: PRESIDENT

State License Number and Classification: #492862 A, B, C27, C36

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF CALIFORNIA

(Corporate Seal) PRESIDENT ROBERT COWAN

SECRETARY ROBERT COWAN

11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10% of Total Bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 2/2/11

Signature of Proposer 

By MARINA LANDSCAPE INC.

Address of Proposer 1900 S. LEWIS STREET
ANAHEIM, CA 92805

Telephone Number of Proposer (714) 939-6600

Names and Addresses of Members of the Company:

ROBERT COWAN 1900 S. LEWIS STREET, ANAHEIM, CA 92805

RICHARD COWAN 1900 S. LEWIS STREET, ANAHEIM, CA 92805

(If a Corporation)

Signature of Proposer 

By ROBERT COWAN

Title PRESIDENT

Business Address 1900 S. LEWIS STREET
ANAHEIM, CA 92805

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of

CALIFORNIA

State License Number and Classification

492862 A, B, C21, C36

PRESIDENT

ROBERT COWAN

SECRETARY

ROBERT COWAN

TREASURER

ROBERT COWAN

(Corporate Seal)

R.F.P. NO. E-1/11

12. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Marina Landscape, Inc., as principals, and Berkley Regional Insurance Company, a duly authorized corporate surety: Business Address 505 N. Brand Blvd., Suite 1040, Glendale, CA 91203

Phone () 818-550-1403, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten percent of the total amount of the bid Dollars, (\$ 10%), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-1/11 - TOWNGATE, MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten percent of the total amount of the bid Dollars, (\$ 10%), as liquidated damages for such failure and neglect.

WITNESS our hands this 27th day of January, 20 11.

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL

CORPORATE SURETY

Name: Marina Landscape, Inc.

Name: Berkley Regional Insurance Company

Address: 1900 S. Lewis St., Anaheim, CA 92805

Address: 505 N. Brand Blvd., Suite 1040

Tel. No.: 714-939-6600

Tel. No.: 818-550-1403

By: 

By: 
Attorney-in-Fact Matthew J. Coats

SIGNING INSTRUCTIONS

- The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.
- The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

State of California)
County of ORANGE)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

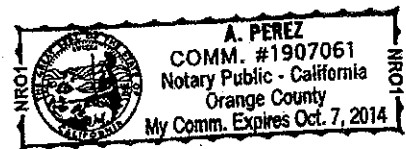
On 1/27/2011 before me, A PEREZ, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared RIBERT B. COWAN

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 [Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

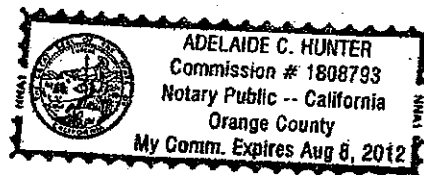
On JAN 27 2011 before me, Adelaide C. Hunter, Notary Public
(insert name and title of the officer)

personally appeared Matthew J. Coats
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 Matthew J. Coats



POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Linda D. Coats, Matthew J. Coats, Douglas A. Rapp or Timothy D. Rapp of Coats Surety Insurance Services, Inc. of Laguna Hills, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Twenty Five Million and 00/100 Dollars (\$25,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4 day of June, 2010.

Attest:

Berkley Regional Insurance Company

(Seal)

By

Ira S. Lederman
Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 4 day of June, 2010, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 27th day of January, 2011.

(Seal)

Steven Coward
Steven Coward

WARNING - Any attempt to use a facsimile of the signature of a person is prohibited. This power of attorney is voidable if it is not signed on blue security paper. The background information, warning and certification (of revocation) must be affixed to the certification seal at the bottom is embossed.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE NO 07068
SAN FRANCISCO

Amended
Certificate of Authority

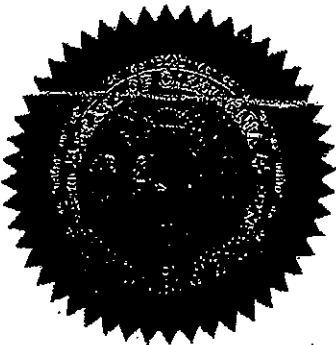
THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Berkley Regional Insurance Company

of Wilmington, Delaware , organized under the
laws of Delaware , subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 2nd
day of March, 2001, I have hereunto
set my hand and caused my official seal to be affixed this
17th day of April, 2002



By

Harry W. Low
Insurance Commissioner

Victoria S. Sabury
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and conditions contained herein.

13. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)S

(NAME) ROBERT COWAN, affiant
being first duly sworn, deposes and says:

That he or she is PRESIDENT of
(sole owner, partner or other proper title)

MARINA LANDSCAPE INC. the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: MARINA LANDSCAPE INC.

Bidder's Address: 1900 S. LEWIS STREET
ANAHEIM, CA 92805

Telephone No.: (714) 939-6600

[Signature]
(Signature of Bidder)

PRESIDENT
(Title)

ALL SIGNATURES MUST BE NOTARIZED

State of California)
County of ORANGE)

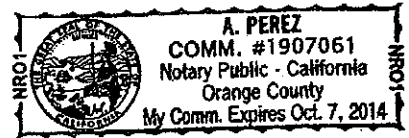
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 1/27/2011 before me, A PEREZ, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared ROBERT E. COWAN

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

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s) _____

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1

ISSUE DATE: February 27, 2008

EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Hours	Straight-Time Total Hourly Rate	Overtime 1 1/2X
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training			
Imperial	\$8.00	-	-	* 0.115	0.17	-	8	\$ 8.285	\$12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	* 0.16	0.17	-	8	\$ 8.33	\$12.33
Los Angeles	10.00	-	-	* 0.27	0.46	-	8	\$10.73	\$15.73
Orange	8.00	0.89	-	* 0.115	0.14	-	8	\$9.145	\$13.145
Riverside	8.00	-	-	* 0.11	0.11	-	8	\$ 8.22	\$12.22
San Diego	8.00	-	-	* 0.20	0.16	-	8	\$ 8.36	\$12.36
San Luis Obispo	8.00	-	-	0.22	0.115	-	8	\$ 8.335	\$12.335
Santa Barbara	8.00	-	-	0.24	0.12	-	8	\$ 8.36	\$12.36
Ventura	8.00	-	-	* 0.15	0.15	-	8	\$ 8.30	\$12.30
	8.00	-	-	* 0.16	0.16	-	8	\$ 8.32	\$12.32
	8.00	-	-	* 0.12	0.12	-	8	\$ 8.24	\$12.24
	8.00	-	-	* 0.13	0.13	-	8	\$ 8.26	\$12.26
	8.00	-	-	* 0.115	0.16	-	8	\$ 8.275	\$12.275
	8.00	2.97	-	* 0.19	0.26	-	8	\$11.42	\$15.42

Craft is not apprenticesable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

* \$0.22 after 3 years of service.

† \$0.22 after 4 years of service.

‡ \$0.40 after 3 years of service.

§ \$0.23 after 2 years of service.

¶ \$0.27 after 2 years of service.

‡ \$0.31 after 2 years of service.

§ \$0.38 after 3 years of service.

¶ \$0.54 after 2 years of service; \$0.81 after 3 years of service.

‡ \$0.29 after 2 years of service.

§ \$0.24 after 3 years of service; \$0.37 after 7 years of service.

¶ \$0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

APPENDIX B: MONTHLY REPORT FORM

PROJECT NO. _____ MONTHLY REPORT MORENO VALLEY COMMUNITY SERVICES DISTRICT MONTH OF _____, 20__

<p><u>MAINTENANCE</u></p> <ul style="list-style-type: none"> • DATE(S) • TYPE: MOW/EDGE TRIM/PRUNE-WEED LITTER-IRRIGATION 	<p><u>FERTILIZER</u></p> <ul style="list-style-type: none"> • DATE(S) • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP 	<p><u>PESTICIDES</u></p> <ul style="list-style-type: none"> • DATE(S) • PRODUCT • AMOUNT/AREA • TARGET PEST 	<p><u>COMPLAINTS</u></p> <ul style="list-style-type: none"> • DATE(S) RECEIVED • COMPLAINT/ACTION • DATE CORRECTED 	<p><u>HAZARDS</u></p> <ul style="list-style-type: none"> • DATE(S) NOTED • HAZARD TYPE • MVGSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

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

Zone (Zona) E-1 • Towngate



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

- Landscaped Median (*Medianas Ajardinadas*)
- Landscaped Parkway (*Areas Ajardinadas*)
- Zone E-1 Parcels (*Zona E-1 Parcelas*)



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E_ZoneMaps_0311\E1_8.5x11.mxd
March 29, 2011

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Moreno Valley Community Services District Extensive Landscaping & Irrigation Zone E-1A • Walls/Internal Landscape Maintenance



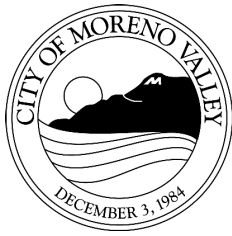
Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E1A_8.5x11.mxd
November 29, 2007

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

- CSD Maintained Arterial Walls
- CSD Maintained Landscape and Internal Walls
- Zone E-1A Parcels



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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

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

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. E-3/11-12 MORENO VALLEY RANCH – WEST/LASSELLE POWERLINE PARKWAY - MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the First Extension of the Agreement (“First Extension Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. E-3/11-12, with Merchants Landscape Services, Inc. 1510 S. Lyon Street, Santa Ana, CA 92705 for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) areas.
2. Authorize the City Manager to execute the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc., in the not-to-exceed (NTE) amount of \$158,306.32; including \$137,206.30 (\$130,047.36 for Zone E-3 and \$7,158.96 for Zone E-3A) for base services and \$21,100.00 (\$19,100.00 for Zone E-3 and \$2,000.00 for Zone E-3A) for additional work services.
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. “Additional work services” include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone’s service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On February 23, 2012, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from thirteen (13) landscape maintenance firms in response to a Request for Proposal (RFP) to provide reduced service level landscape maintenance of the landscaped parkways, medians and the irrigation system associated with Zones E-3 and E-3A. On July 3, 2012, upon staff’s evaluation of the proposals and recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of the Moreno Valley Ranch – West parkways and medians to Merchants Landscape Services, Inc., Santa Ana, California (the “Contractor”). The amount of the Agreement for the initial twelve-month term was approved for \$151,410.56 (\$133,101.60 for Zone E-3 reduced service level base landscape maintenance and \$7,158.96 for Zone E-3A reduced service level base landscape maintenance along with an approved additional work amount of \$10,250.00, for Zone E-3 additional work services, and \$900.00 for Zone E-3A for additional work services).

In July of 2012, the Contractor was notified that beginning August 1, 2012, 12,120 sq. ft. of median turf would be removed from Zone E-3’s service area to accommodate the Nason Street roadway extension, south to Iris Avenue. The removal of the median turf square footage adjusted the overall amount of the Agreement from \$151,410.56 to \$148,610.48 (a reduction of \$2,799.72 in the base amount of the Agreement for Zone E-3 from \$133,101.60 to \$130,301.88, with no change in the base amount for Zone E-3A). This reduction in the Zone E-3 base realized an 11 month cost savings in FY 2012/13.

Due to budgetary constraints, which caused necessary staffing reductions in the Special Districts Division, tasks normally performed by field personnel, including irrigation repair services, had to be transitioned to the Contractor in order to keep up with the workload. This resulted in the need to amend the Agreement (First Amendment and Agreement collectively the Amended Agreement) to increase the additional work amount from \$11,150.00 to \$19,800.00 (an \$8,650.00 increase in the additional work amount for Zone E-3 from \$10,250.00 to \$18,900.00). The E-3/11-12 Amended Agreement adjusted the Agreement to a NTE amount of \$157,260.84 (\$130,301.88 for E-3 base maintenance services, \$7,158.96 for E-3A base maintenance services, \$18,900.00 for E-3 Additional work and \$900.00 for E-3A additional work) for FY 2012/13.

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The

Contractor has consistently provided satisfactory service in accordance with the terms of the Amended Agreement, and has agreed to extend the Amended Agreement based upon the same terms in accordance with the reduced service level for Zone E-3 and Zone E-3A.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Amended Agreement as extended for FY 2013/14, is being recommended for authorization in the NTE amount of \$158,306.32 (\$130,047.36 for Zone E-3 base services, \$7,158.96 for Zone E-3A base services, \$19,100.00 for Zone E-3 additional work services, and \$2,000.00 for Zone E-3A for additional work services). This is the first of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than \$100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-3/11-12 Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-3/11-12						
	FY 2012/13 Original Agreement as Amended ¹	FY 2013/14 Proposed First Extension ²	FY 2014/15 Potential Second Extension ³	FY 2015/16 Potential Third Extension ³	FY 2016/17 Potential Fourth Extension ³	Cumulative Total
Base	\$ 137,460.84	\$137,206.32	\$137,206.32	\$ 137,206.32	\$137,206.32	\$ 686,286.12
Additional Work	\$ 19,800.00	\$ 21,100.00	\$ 21,100.00	\$ 21,000.00	\$ 21,000.00	\$ 104,000.00
Total	\$ 157,260.84	\$158,306.32	\$158,306.32	\$ 158,206.32	\$158,206.32	\$ 790,286.12

¹The base amount reflects the decrease in the sq. ft. of turf area from 339,768 sq. ft. to 327,648 sq. feet for a reduction in the Zone E-3 base from \$140,260.56 to \$137,460.84 (a decrease of \$2,799.72 for 11 months from August 2012 to June 2013). The additional work amount for FY 2012/13 includes both the original additional work amount of \$11,150.00 along with a \$8,650.00 increase pursuant to the First Amendment for additional irrigation services during FY 2012/13, from \$11,150.00 to \$19,800.00.

²The First Extension includes a reduction of \$254.52 in the base amount for FY 2013/14, which is consistent with the reduced in the monthly amount for the sq. foot reduced in the turf median along Nason Street for 11 months of FY 2012/13.

³ Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc. in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$158,306.23 (\$130,047.36 for Zone E-3 base services, \$7,158.96 for Zone E-3A base services, \$19,100.00 for Zone E-3 additional work services, and \$2,000.00 for Zone E-3A for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zones E-3 (Moreno Valley Ranch – West) and E-3A (Lasselle Powerline Parkway) both of which are located in the western portion of the Moreno Valley Ranch Specific Plan.*
2. Do not approve the First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said First Extension Agreement for E-3/11-12 with Merchants Landscape Services, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$158,306.32 (\$130,047.36 for Zone E-3 base services, \$7,158.96 for Zone E-3A base services, \$19,100.00 for Zone E-3 additional work services, and \$2,000.00 for Zone E-3A for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zones E-3 (Moreno Valley Ranch – West) and E-3A (Lasselle Powerline Parkway) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-3 and E-3A may only be used for landscape maintenances services associated with the parkways and medians in Zones E-3 and E-3A. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year. These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-3/11-12 First Extension Agreement for Zones E-3 and E-3A.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-3	Merchants Landscape Services, Inc.	5013-30-79-25709-620910	\$ 130,047.36	\$ 19,100.00	\$ 149,147.36
E-3A	Merchants Landscape Services, Inc.	5013-30-79-25710-620910	\$ 7,158.96	\$ 2,000.00	\$ 9,158.96
Total			\$ 137,206.32	\$ 21,100.00	\$ 158,306.32

CITY COUNCIL GOALS**Community Image and Positive Environment:**

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: First Extension Agreement for E-3/11-12 for FY 2013/14

Attachment 2: First Amendment to the Agreement for E-3

Attachment 3: Agreement for E-3/11-12 for FY 2011/12

Attachment 4: Site Map – Zone E-3 Moreno Valley Ranch – West

Attachment 5: Site Map – Zone E-3A Lasselle Powerline Parkway

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

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

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FIRST EXTENSION AGREEMENT
PROJECT NO. E-3/11-12

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

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **Merchants Landscape Services, Inc.** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated July 3, 2012, referencing Project No. E-3/11-12 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Project No. E-3/11-12 – Moreno Valley Ranch West (E-3) and Lasselle Powerline Parkway (E-3A) Maintenance of Parkway and Median Landscaping and Irrigation; and,

WHEREAS, on July 31, 2012, the Contractor was notified of a reduction in turf sq. footage, which reduced the amount of service area in Zone E-3 and reduced the turf line item cost in the Agreement for Zone E-3 from \$85,621.56 to \$82,821.84, a reduction of \$2,799.72, which revised Zone E-3's base cost from \$133,101.60 to \$130,301.88 (with no change Zone E-3A's base cost of \$7,158.96), for a cumulative total of \$137,460.84 for base services; and,

WHEREAS, a First Amendment to the Agreement (First Amendment and Agreement hereinafter collectively referred to as "Amended Agreement") was approved by the CSD Board to increase the additional work amount of the Agreement from \$11,150.00 to \$19,800.00, an increase of \$8,650.00; and,

WHEREAS, the Amended Agreement for FY 2012/13 totaled \$157,260.84 (\$130,301.88 for Zone E-3 base services, \$7,158.96 for Zone E-3A base services, \$18,900.00 for Zone E-3 additional work, \$900.00 for Zone E-3A additional work); and,

WHEREAS, landscape maintenance services provided during the initial term of the Amended Agreement were sufficiently performed; and,

WHEREAS, pursuant to the terms of the Amended Agreement, both parties wish to enter into an extension of the Amended Agreement (First Extension Agreement); and,

WHEREAS, the Amended Agreement, as extended, (First Extension Agreement) shall be extended for a period of twelve (12) months under the following terms:

1. The First Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014**.

FIRST EXTENSION AGREEMENT
PROJECT NO. E-3/11-12 MORENO VALLEY RANCH - WEST (E-3)
AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

2. In accordance with Exhibit D, 1., B., of the Agreement, this First Extension Agreement shall be considered the first of four possible extensions of the Amended Agreement.
3. For the period of this First Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this First Extension Agreement for the maintenance of the parkway and median areas for Zones E-3 and E-3A consistent with the payment terms of the Amended Agreement in the total amount of **ELEVEN THOUSAND FOUR HUNDRED THIRTY-THREE AND 86/100 DOLLARS (\$11,433.86)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED AND THIRTY-SEVEN THOUSAND TWO HUNDRED SIX AND 32/100 DOLLARS (\$137,206.32)**.
4. Notwithstanding, Exhibit E, Schedule II, D., 2., A. and B., on page 88 of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this First Extension Agreement shall be as follows:
 - a. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **\$0.00452/sq.ft./mo.**
 - b. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included as applicable). **\$0.021/sq.ft./mo.**
5. Notwithstanding Exhibit C., 2., E. of the Agreement, for the period of this First Extension Agreement and except as specifically approved by subsequent action of the CSD Board or City Manager as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this First Extension Agreement or the Amended Agreement in excess of the cumulative total of **TWENTY-ONE THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$21,100.00)**. This additional work amount would allocate nineteen thousand one hundred (\$19,100.00) to Zone E-3 for additional work and two thousand (\$2,000.00) to Zone E-3A for additional work.
6. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

FIRST EXTENSION AGREEMENT
PROJECT NO. E-3/11-12 MORENO VALLEY RANCH - WEST (E-3)
AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

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

Moreno Valley
Community Services District

Contractor: Merchants Landscape Services, Inc.

By: _____
Title: City Manager, Acting in the capacity
of District Manager to the Moreno
Valley Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or Assistant
Secretary

Date: _____

Affix Corporate Seal Below

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**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
MORENO VALLEY COMMUNITY SERVICES DISTRICT
MORENO VALLEY RANCH – WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

PROJECT NO. E-3/11-12

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and Merchants Landscape Services, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for RFP NO. E3/11-12 PROJECT NO. E-3/11-12, hereinafter referred to as "Agreement," dated July 3, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for E-3 (Moreno Valley Ranch-West) and E-3A (Lasselle Powerline Parkway) as provided in the Agreement; and,

WHEREAS, the Agreement was authorized in the not-to-exceed (NTE) amount of \$151,410.56 (\$140,260.56 for base maintenance services to be paid at a rate of \$11,688.38 per month, one month in arrears and \$11,150.00 for additional work); and,

**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12**

WHEREAS, on July 31, 2012, the Contractor was notified to remove 12,120 sq. ft. of median turf from service to accommodate the roadway extension of Nason Street, south to Iris Avenue, which reduced the amount of median area to be maintained and adjusted the Agreement from \$151,410.56 to \$148,610.48 (a \$2,799.72 reduction in the base maintenance from \$140,260.56 to \$137,460.84); and,

WHEREAS, the amount of additional work that was identified is greater than anticipated when the Agreement was entered into, which will require an increase in the Agreement's additional work allocation from \$11,150.00 to \$19,800.00 (\$18,900.00 for E-3 and \$900 for E-3A), to cover the cost of additional services, including but not limited to labor and materials, for irrigation repairs and replanting services to be performed or provided by the Contractor; and,

WHEREAS, it is desirable to amend the amount of the Agreement from \$151,410.56 to \$153,360.84 to cover the net increase for additional cost of services, at the unit prices as listed in Exhibit E, I. Schedule II., C. of the Agreement.

SECTION 1 FIRST AMENDMENT to the AGREEMENT:

1.1 Amendment the NTE Agreement amount from \$151,410.56 to \$153,360.84 (\$137,460.84 for base maintenance services, to be paid at a rate of \$7,135.13 for the month of July 2012, and \$6,880.31 for the months of August 2012 through June 2013, one month in arrears and \$19,800.00 for additional work).

**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12**

1.1. a. Base Amount: Base amount was reduced from \$140,260.56 to \$137,460.84 by \$2,799.72 for 12,120 sq. ft. of turf removed from service starting August 1, 2013.

1.1. b. Additional Work : Amend the Additional Work Amount of the Agreement, Exhibit C, Section 2. E from \$11,150.00 to \$19,800.00, an increase of \$8,650.00, to accommodate additional labor and material costs associated with irrigation and replanting services.

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-3/11-12**

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

Moreno Valley Community Services District

Contractor: Merchants Landscape Services, Inc.

By: _____
Title: City Manager, acting in the capacity of
District Manager to the Board of Directors
of the Moreno Valley Community Services
District

By: *[Signature]*
Title: (President or Vice President)

Date: _____

Date: 4/26/13

<u>INTERNAL USE ONLY</u>	
ATTEST:	_____
	City Clerk
APPROVED AS TO LEGAL FORM:	_____
	City Attorney

	Date
RECOMMENDED FOR APPROVAL:	_____
	Department Head

	Date

By: *[Signature]*
Title: Corporate Secretary or Assistant
Secretary
(If applicable)

Date: 4/26/13

Affix Corporate Seal Below
(If applicable)

INDEPENDENT CONTRACTOR AGREEMENT

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

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

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

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

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the

- B. services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- C. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- D. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- E. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- F. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Except for compliance with service schedules, general and technical provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7]

- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority of the City of Moreno Valley (MVHA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, MVHA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide

legal defense for both the Contractor and the City, MVHA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/MVHA/District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____
(Risk Manager)

Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this

Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

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

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall

govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1510 S. Lyon St., Santa Ana, CA 92705

[Mailing Address (Post Office Box, if applicable)]

(800) 645-4881

[Telephone number]

(909) 981-1029

[Fax number]

Patrick@merchantslandscape.com

[Email address]

With a copy to:

[Attorney for Contractor, if applicable]

[Street Address]

[Post Office Box, if applicable]

[City, State, Zip]

[Telephone number]

[Fax number]

[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District

Contractor

By: [Signature]
Title: Mayor, acting in the capacity of
President of the Board of Directors of
the Moreno Valley Community
Services District

By: [Signature]
Title: (President or Vice President)

Date: 7/3/2012

Date: 6/12/12

INTERNAL USE ONLY

ATTEST:

[Signature]
City Clerk

By: [Signature]
Title: Corporate Secretary or Assistant
Secretary
(If applicable)

Date: 6/12/12

Affix Corporate Seal Below
(If applicable)

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

10-18-12
Date

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

7/9/12
Date

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

General Partners must sign on behalf of the partnership.

In the event the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating one person is authorized to sign on behalf of all officers, attach corporate

PREMIUM IS WRITTEN FOR CONTRACT TERM SUBJECT TO
ADJUSTMENT BASED UPON FINAL CONTRACT PRICE

EXECUTED IN DUPLICATE
EFFECTIVE: July 1, 2012 to June 30, 2013

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

BOND NO. 72BSBGF0365

PREMIUM \$ 2,244.00

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

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

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

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc. as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as **PROJECT NO. E-3/11-12**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Hartford Fire Insurance Company *ALXJCA*, as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of _____ dollars, (\$ 140,260.56), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

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

(SIGNATURE PAGE FOLLOWS)

**RISK MANAGEMENT
Approved**

m. Alomy 6-27-12
By Date

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

BOND NO. 72BSBGF0365

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 13th day
of June 2012.

CONTRACTOR (Principal)

SURETY

Contractor Name: Merchants Landscape Services, Inc.

Name: Hartford Fire Insurance Company (XV) CA

Address: 1190 Monterey Pass Road
Monterey Park, CA 91754

Address: One Pointe Drive, 6th Floor
Brea, CA 92821

Telephone No.: 323-881-6701

Telephone No.: 714-674-1321

Print Name: Theodore Haas

Print Name: MARY SMITH

Signature: *Theodore Haas*

Signature: *Mary Smith*
Attorney-in-Fact

Approved as to Form this

13th day of JUNE 2012

Suzanne Brink
deputy City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

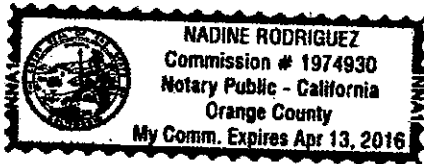
State of California

County of Orange }

On June 13, 2012 before me, Nadine Rodriguez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Theodore Haas
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/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: Nadine Rodriguez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012, before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature *Donna M. Green*
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR OTHER:	
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-4 *ALXV JCA*
 P.O. BOX 2103, 690 ASYLUM AVENUE
 HARTFORD, CONNECTICUT 06115
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 72-183250

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut *ALXV JCA*
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
 of
 Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
 Notary Public
 My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.
 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

**ONE HUNDRED FORTY THOUSAND TWO HUNDRED SIXTY 56/100

BOND NO. 72BSBG0365
Included In
PREMIUM \$ Performance Bond

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

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12
MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, State of California, known as "CSD," has awarded to Merchants Landscape Services, Inc., as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement, whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as Project No. E-3/11-12, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and ^{Hartford Fire Insurance Company} ALXV)CA, as Surety, are held and firmly bound unto the City of Moreno Valley Community Services District for the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$140,260.56*****) (words and figures), lawful money of the United States, to be paid to said CSD or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Moreno Valley Community Services District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the CSD and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including reasonable attorney fees to be fixed by the court.

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

RISK MANAGEMENT
Approved

m. alom 6-27-12
By Date

LABOR AND MATERIAL BOND
PROJECT NO. E-3/11-12

WITNESS our hands this 13th day of June, 2012.

PRINCIPAL

SURETY

Name: Merchants Landscape Services, Inc.

Name: Hartford Fire Insurance Company (LXV)CA

Address: 1190 Monterey Pass Road

Address: One Pointe Drive, 6th Floor

Monterey Park, CA 91754

Brea, CA 92821

Telephone Number: 323-881-6701

Telephone Number: 714-674-1321

By: *[Signature]*

By: *[Signature]*

MARY SMITH

Title: *Chairman*

Title: Attorney-In-Fact

By: _____

By: _____

Title: _____

Title: _____

Approved as to form this 13th day of June, 2012.

[Signature]
City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

Deputy

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).

The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

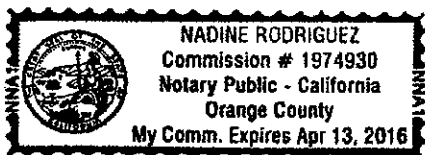
CIVIL CODE § 1189

State of California

County of Orange }

On June 13, 2012 before me, Nadine Rodriguez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Theodore Heas
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nadine Rodriguez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

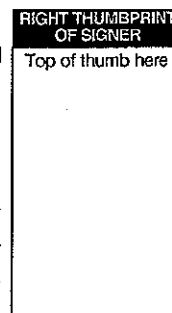
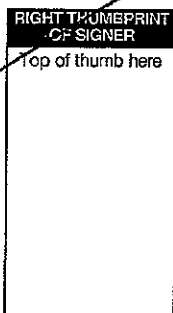
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 13, 2012, before me, Donna M. Green, Notary Public,

personally appeared Mary Smith

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, ~~executed~~ the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature *Donna M. Green*
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- LIMITED

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4 A(XV)CA
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 72-183250

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut A(XV)CA
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka
Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2012.
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

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

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

1. GENERAL PROVISIONS - SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the General and Technical Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:
1. Fertilization;
 2. Turf Aeration;
 3. Application of pesticides by any method;
 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-

performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site, on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be

- C. submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- D. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.
- E. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.
- F. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
- | | |
|-----------------------------|--|
| 1. City Manager | 5. Special Districts Division Manager |
| 2. Director of Public Works | 6. Street Maintenance Supervisor |
| 3. Police Department | 7. Senior Landscape Services Inspector |
| 4. Fire Department | 8. Landscape Services Inspector |

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited

above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B.
- C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

- A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

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

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the frequency of service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.
2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall

be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Provisions - Fertilization, Section 18.
13. Pest control: See Technical Provisions - Pesticide Use, Section 19.
14. Aeration:
 - (a) All turf areas shall be aerated per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director;
 - (b) Aeration shall be done per the frequency of service table, as set forth in Exhibit E, or as directed by District field staff;
 - (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - (f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization, Section 18.
15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.
16. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.
3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
4. Trees shall be pruned at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Portions of trees up to eighteen feet (18') in height shall:
 - (a) Be pruned to enable successful adaptation to their particular site situation;
 - (b) Have no more than one-third (1/3) of living branches removed annually;
 - (c) Be fertilized only as directed by District field staff.
6. Portions of trees over eighteen feet (18') in height shall:
 - (a) Be inspected annually;
 - (b) Pruned and/or trimmed as necessary to maintain proper site orientation;
 - (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
7. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;

- (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
8. The following practices shall not be allowed:
- (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 - (c) Use of pruning paint/pruning compound/wound dressing;
 - (d) Use of climbing spurs or gaffs.
9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.
11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
12. Pest control: See Technical Provisions – Pesticide Use, Section 19.
13. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

- 1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- 2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
- 3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
- 4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to:
 - (a) Remove dead, diseased, or damaged branches;

- (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned in a manner that will:
- (a) Enable successful adaptation to their particular site situation;
 - (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
6. Pruning tools must:
- (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
7. The following practices are not allowed:
- (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 - (c) Use of pruning paint/pruning compound/wound dressing.
8. Fertilization: See Technical Provisions - Fertilization, Section 18.
9. Pest control: See Technical Provisions --Pesticide Use, Section 19.
10. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

- 1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
- 2. For the purposes of these Technical Provisions, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').
- 3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order

to:

- (a) Remove dead, diseased, or damaged branches/crowns;
 - (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) In accordance with accepted practices for the particular species in question;
 5. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
 6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
 7. Fertilization: See Technical Provisions - Fertilization, Section 18.
 8. Pest control: See Technical Provisions –Pesticide Use, Section 19.
 9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.
3. Chemical weed control: See Technical Provisions – Pesticide Use, Section 19.
4. Site areas subject to weed control per these Specifications include, but are

not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
6. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.
3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.
4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.
5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
6. Automatic irrigation systems shall:
 - (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;
 - (b) Be turned off during periods of rainfall, or as directed by District field staff;

- (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
- (a) Be operated only when Contractor's personnel are present on site;
 - (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;
 - (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.
9. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.
2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.
4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.
6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions,

computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Technical Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
5. Failure to adhere to the Technical Provisions of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. At the discretion and request of the Director additional applications at the pricing terms as listed in the additional work section of Scheduled II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

1. Humus base fertilizers to be applied by drop spreader only.
2. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
3. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
4. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
5. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

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

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST®POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification is required to Director five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.
2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - (b) No injecting or drilling into tree trunk will be allowed.
 - (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.
3. All pesticide applications shall be applied as directed by the Director.
4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

- (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.
- (b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

The aforementioned list is inclusive; other species may be added by the Director as necessary

- (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

- (a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp.

- (b) Snails shall be controlled on an as needed basis on all other plant material.
- (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

- (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

- (b) The Director may require all *Platanus* species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (c) The Director may require all *Pyrus* and *Pyracantha* species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (d) The Director may require all *Juniperus*, *Pinus*, *Cupressus* and *Pyracantha* species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

- (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

- (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

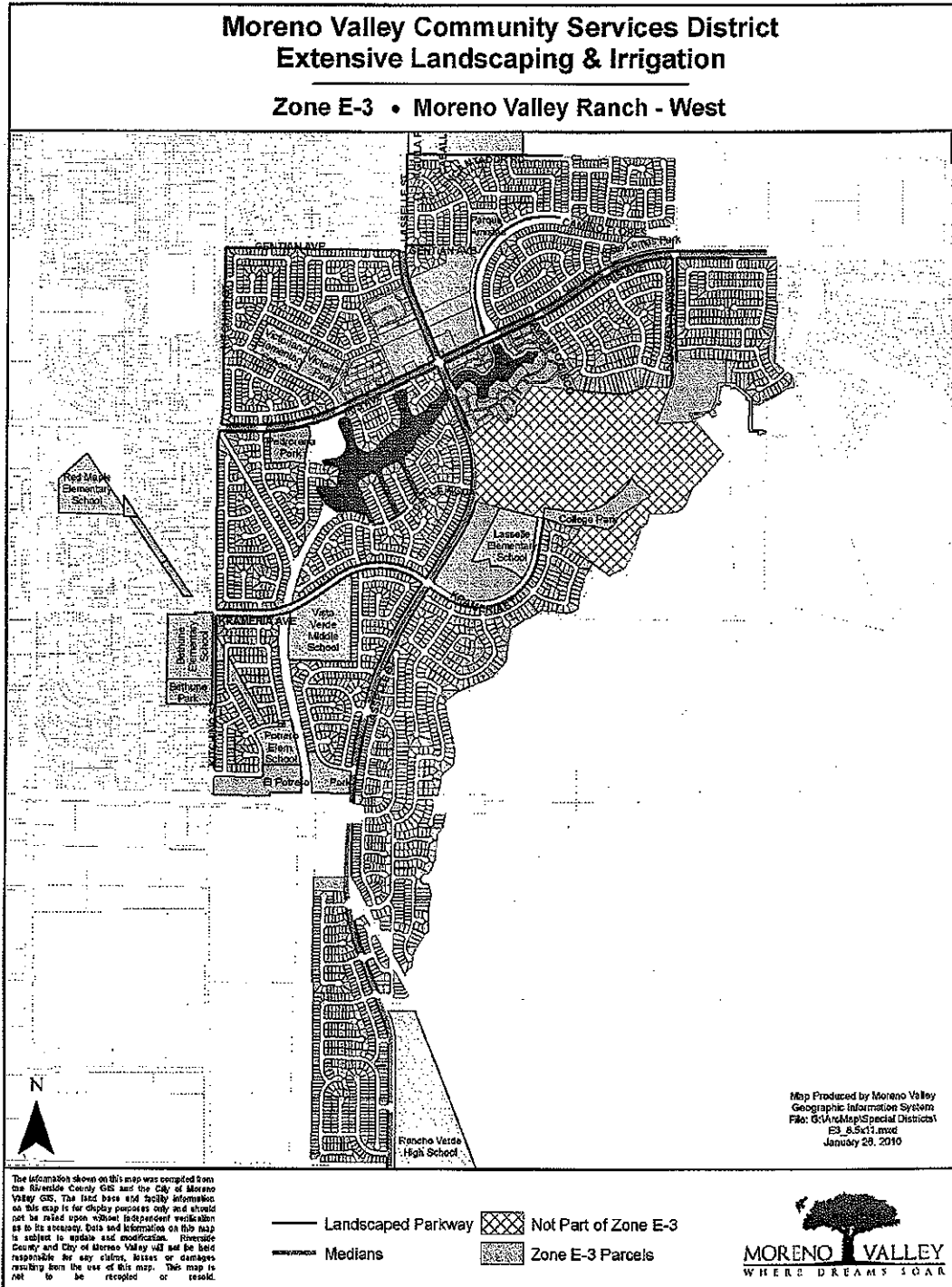
2. Insect and Disease Control

- (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

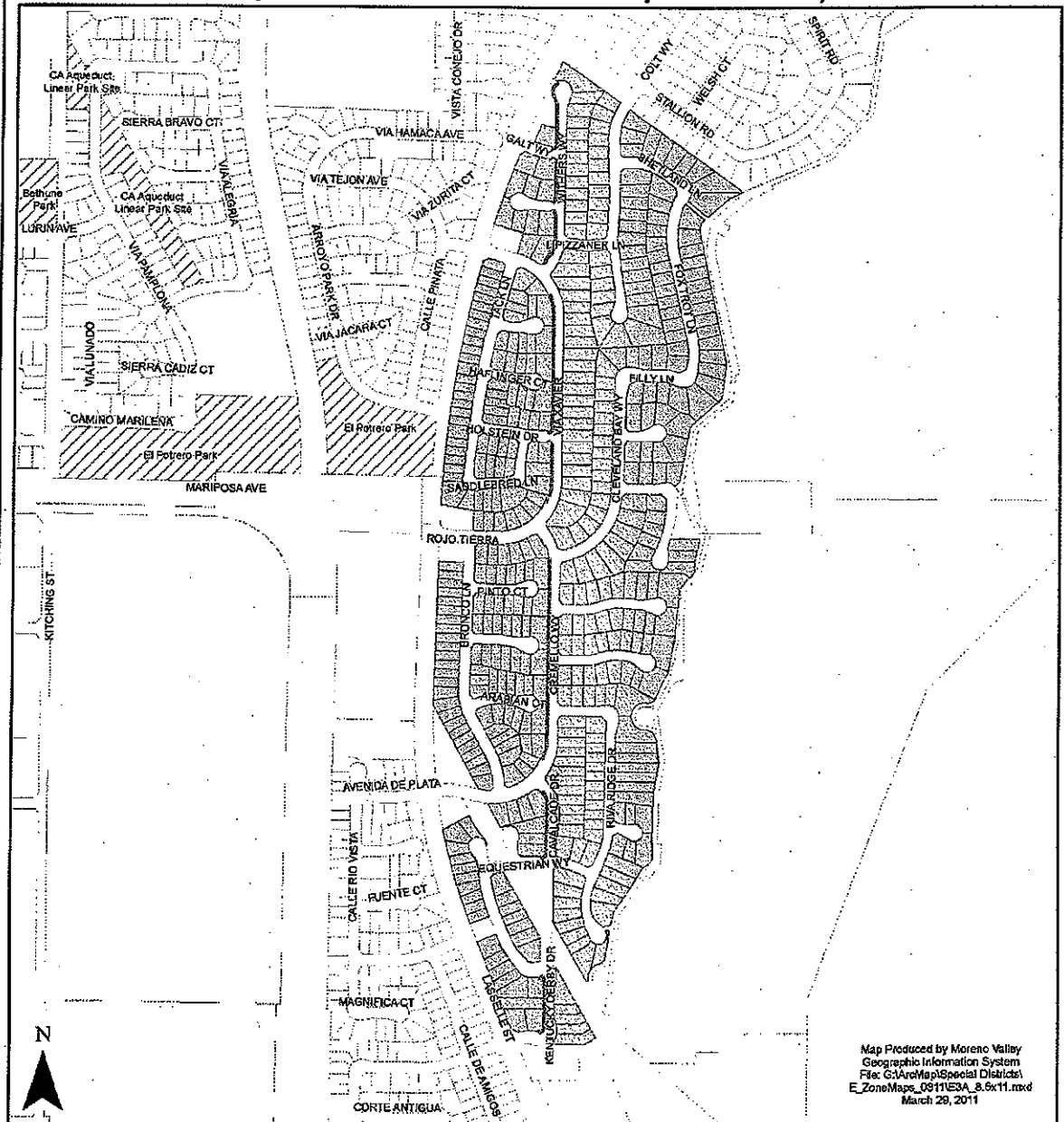
All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. PROJECT LOCATION MAP



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

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



Map Produced by Moreno Valley
Geographic Information System
File: C:\ArcMap\Special Districts
E_ZoneMaps_0911\E3A_8.6x11.mxd
March 29, 2011

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



-  Landscaped Parkway (*Áreas A Jardinadas*)
-  Zone E-3A Parcels (*Zona E-3A Parcelas*)



EXHIBIT B: District Responsibilities

RFP NO. E-3/11-12

PROJECT NO. E-3/11-12

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

- A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. E-3/11-12

PROJECT NO. E-3/11- 12

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

1. CONTRACTOR'S COMPENSATION

- A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

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

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at (951) 413-3480.

- B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.
- C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of eleven thousand, six hundred eighty-eight dollars and thirty-eight/100 (\$11,688.38) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed one hundred forty thousand, two hundred sixty dollars and fifty-six/100 (\$140,260.56), except as provided for in Section 2 below.
- D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the

completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.

- E. The minimum information required on all invoices includes:
1. Vendor Name, Mailing Address and Phone Number
 2. Invoice Date
 3. Vendor Invoice Number
 4. City – provided Reference Number (Project No. and Title)
 5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.
- G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

- A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Section B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to

the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

- C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.
- D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).
- E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of \$11,150.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- A. Work required in the General or Technical Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. E-3/11-12

PROJECT NO. E-3/11-12

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

1. TERM OF CONTRACT

- A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate June 30, 2013 (12) months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

- D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.



merchants
landscape services, inc.

COMPANY PROFILE

Merchants Landscape Services is a full service landscape maintenance contractor, which currently operates Five Regional offices in Southern California.

Merchants Landscape Services corporate headquarters is located in Santa Ana. Merchants Landscape is the largest provider of municipal landscape maintenance in Southern California. This growth was accomplished without a marketing department or acquisitions. MLS's corporate philosophy is based on service and client retention. Our Sun Valley branch service's LA and Ventura counties, the Santa Ana and Irvine branch's Orange County, the Rancho Cucamonga branch and our Palm Springs branch service's Riverside and San Bernardino counties. Merchants Landscape Services has over 350 employees and maintains a fleet of over 200 trucks and trailers. Company annual sales will exceed \$16,000,000.00 this year.

We have hundreds of accounts encompassing a wide range of maintenance clients. These include national Hotels, Regional Shopping centers, HOA's and commercial centers in every county. Also included are large regional Hospitals, school districts, and County contracts. However, nearly 95% of the company's revenue is generated from municipality landscape maintenance contracts. Merchants Landscape Services is currently servicing the cities of:

Palm Springs	Ontario	Rancho Palos Verde
Anaheim	Riverside	Palos Verde Estates
Orange	Pasadena	San Juan Capistrano
Aliso Viejo	Yorba Linda	Manhattan Beach
Sierra Madre	County of Orange	Irvine
Moreno Valley	Newport Beach	

Merchants welcomes any interested future clients to contact any of our current clients regarding Merchants services.

Merchants Landscape Services is 1 of only 2 landscape maintenance companies in California that are self-insured for workers compensation insurance. Allowing Merchants to maintain a lower cost of operation and provide our clients with very competitive pricing.

The contact lead person for the City of Moreno Valley Ranch will be the Regional Manager Patrick Healy, patrick@merchantslandscape.com. The office is located at 8847 W. 9th St., Rancho Cucamonga, CA. 91730, office # (800) 645-4881, Fax # (909) 981-1029

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. E-3/11-12

PROJECT NO. E-3/11-12

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

RFP NO. E-3/11-12

RFP NO. E-3/11-12
PROJECT NO. E-3/11-12MORENO VALLEY RANCH-WEST (E-3) AND
LASSELLE POWERLINE PARKWAY (E-3A)
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I - VENDOR INFORMATIONA. COMPANY NAME: Merchants Landscape Services, Inc.

TYPE

- Sole proprietor
- Partnership
- Corporation X

B. COMPANY ADDRESS (STREET) 8847 W. 9th St.(CITY, STATE, ZIP) Rancho Cucamonga, CA. 91730C. COMPANY ADDRESS (MAILING) 1510 S. Lyon St.(CITY, STATE, ZIP) Santa Ana, CA. 92705D. BUSINESS PHONE NUMBER(with area code) (800) 645-4881

E. SATELLITE OFFICE ADDRESS (if applicable):

See attached Branch ListF. SATELLITE OFFICE PHONE NUMBER See attached

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 765658 C272. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 13 yrs.3. LICENSE EXPIRATION DATE: 7-31-134. CURRENT LICENSE STATUS: Active

RFP NO. E-3/11-12

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes (No)6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

H. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4725606

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

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

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 13 yrs.K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 11 yrs.

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: 96PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 97%TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: _____
\$15,800,000/year

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

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

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

- TYPE: See attached NUMBER: 143
- TYPE: _____ NUMBER: _____

RFP NO. E-3/11-12

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

B POWER EQUIPMENT

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

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

- A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
- B. REFERENCE RESPONSES MUST INCLUDE:
1. NAME AND ADDRESS OF AGENCY;
 2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
 3. CONTRACT NAME(S) / NUMBER(S);
 4. ANNUAL CONTRACT AMOUNT(S);
 5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
 6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
 6. LENGTH OF CONTRACT(S).
- C. THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:
1. How many (number) of contracts and years under contract?
 2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
 3. What are/were the Contract amount(s)?
 4. Do/did they have adequate (quantity/quality) staffing?
 5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
 6. Does staff have the ability to comprehend/speak English?
 7. How are/were the appearance, uniforms, and use of safety equipment?
 8. Do/did they have availability of additional personnel for extra work/special projects?
 9. Is/was the equipment used in good working order?
 10. Do/did they have an effective in-company communications system?
 11. How is/was the knowledge of project/contract standards?
 12. Do/did they have the ability to respond to complaints/requests in a timely fashion?



MERCHANTS LANDSCAPE SERVICES, INC.

References

CITY OF IRVINE

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

CITY OF PALM SPRINGS

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

CITY OF ORANGE

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

CITY OF PALOS VERDES ESTATES

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

CITY OF NEWPORT BEACH

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

CITY OF MANHATTAN BEACH

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

CITY OF MORENO VALLEY

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

CITY OF YORBA LINDA

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

RFP NO. E-3/11-12

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

- A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

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

15507 Sunview Circle
Riverside, CA. 92504

- B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

See below

2. **Motor Vehicles:**

1 - F150 with trailer
1 - Ranger Irrigation Truck

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

1 - Rider Lazer
1 - 36" Walk Behind

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

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

RFP NO. E-3/11-12

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

Universal Remote
Wire Tracker
All necessary hand tools

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

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

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

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

RFP NO. E-3/11-12

- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)
 - 1 - Supervisor - Part Time
 - 1 - Foreman - Full Time
 - 4 - Laborer - Full Time & Part Time

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

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

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

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 70-73 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedule for performing the services as describe in Exhibit A. For those services listed under the Technical Provisions found in Exhibit A, Section 17, and Section 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, for **Service Schedule Level 3**, page 74. Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for E-3 and E-3A. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the E-3 and E-3A areas in the box corresponding to the day of the week/month the work is proposed to be performed.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the E-3 and E-3A areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.
2. Be sure to include any administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.



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

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

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly
Fertilize 22-0-6	Fertilize 22-0-6	Broadleaf	Broadleaf Aerate	Aerate	Fertilize 22-5-5				Aerate Fertilize 22-5-5		
Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees pre-emergence	Trim shrubs ground cover, Vines & trees small bait Fertilize	Trim shrubs ground cover, Vines & trees small bait	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees small bait	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees inspection of trees Fertilize	Trim shrubs ground cover, Vines & trees small bait	Trim shrubs ground cover, Vines & trees pre-emergence	Trim shrubs ground cover, Vines & trees
Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control
Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation
System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly	System check Weekly
Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week	Litter removal 4 days per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week



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**MERCHANTS LANDSCAPE SERVICES, INC.
CITY OF MORENO VALLEY**

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

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765868

January 2012

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



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**MERCHANTS LANDSCAPE SERVICES, INC.
CITY OF MORENO VALLEY**

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

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#766558

January 2012

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



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landscape services, inc.

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

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#768888

January 2012

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Weekly Litter removal 4 days per week	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Weekly Litter removal 4 days per week	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control Irrigation System check Weekly Litter removal 4 days per week	Trim shrubs ground cover, Vines & trees small ball Fertilize Weed Control Irrigation System check Weekly Litter removal 4 days per week	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Weekly Litter removal 4 days per week	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Weekly Litter removal 4 days per week	Trim shrubs ground cover, Vines & trees small ball Weed Control Irrigation System check Weekly Litter removal 4 days per week	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Weekly Litter removal 4 days per week	Trim shrubs ground cover, Vines & trees Inspection of trees Fertilize Weed Control Irrigation System check Weekly Litter removal 4 days per week	Trim shrubs ground cover, Vines & trees small ball Weed Control Irrigation System check Weekly Litter removal 4 days per week	Trim shrubs ground cover, Vines & trees pre-emergence Weed Control Irrigation System check Weekly Litter removal 4 days per week	Trim shrubs ground cover, Vines & trees Weed Control Irrigation System check Weekly Litter removal 4 days per week
Monthly report form due 10th of each month Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Monthly report form due 10th of each month Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Monthly report form due 10th of each month Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Monthly report form due 10th of each month Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Monthly report form due 10th of each month Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Monthly report form due 10th of each month Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Monthly report form due 10th of each month Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Monthly report form due 10th of each month Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Monthly report form due 10th of each month Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Monthly report form due 10th of each month Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Monthly report form due 10th of each month Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week	Monthly report form due 10th of each month Area Supervisor to inspect job site weekly Supply district with greenwaste report OSHA Safety meetings every other week



merchants
landscape services, inc.

**MERCHANTS LANDSCAPE SERVICES, INC.
CITY OF MORENO VALLEY**

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

Merchants Landscape Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#765859

January 2012

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

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

3 man detail crew		3 man detail crew		4 man mow crew		4 man mow crew		Legend	
Monday	Tuesdays	Wednesdays	Thursdays	Fridays					
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge	E-3 Mow and Edge					1st Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew					2nd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Mow and Edge	E-3 Mow and Edge	E-3 Mow and Edge					3rd Week
E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew	E-3 Detail Crew					4th Week

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

1 man irrigator		1 man irrigator		Legend	
Mondays	Tuesdays	Wednesdays	Thursday	Fridays	Legend
Inspection Area E-3	Inspection Area E-3				1st Week
Inspection Area E-3	Inspection Area E3A				2nd Week
Inspection Area E-3	Inspection Area E-3				3rd Week
Inspection Area E-3	Inspection Area E-3A				4th Week

Date: Moreno Valley site inspection form

1 Moreno Valley Ranch West E-3

2

3 Lasselle Powerline Parkway E-3A

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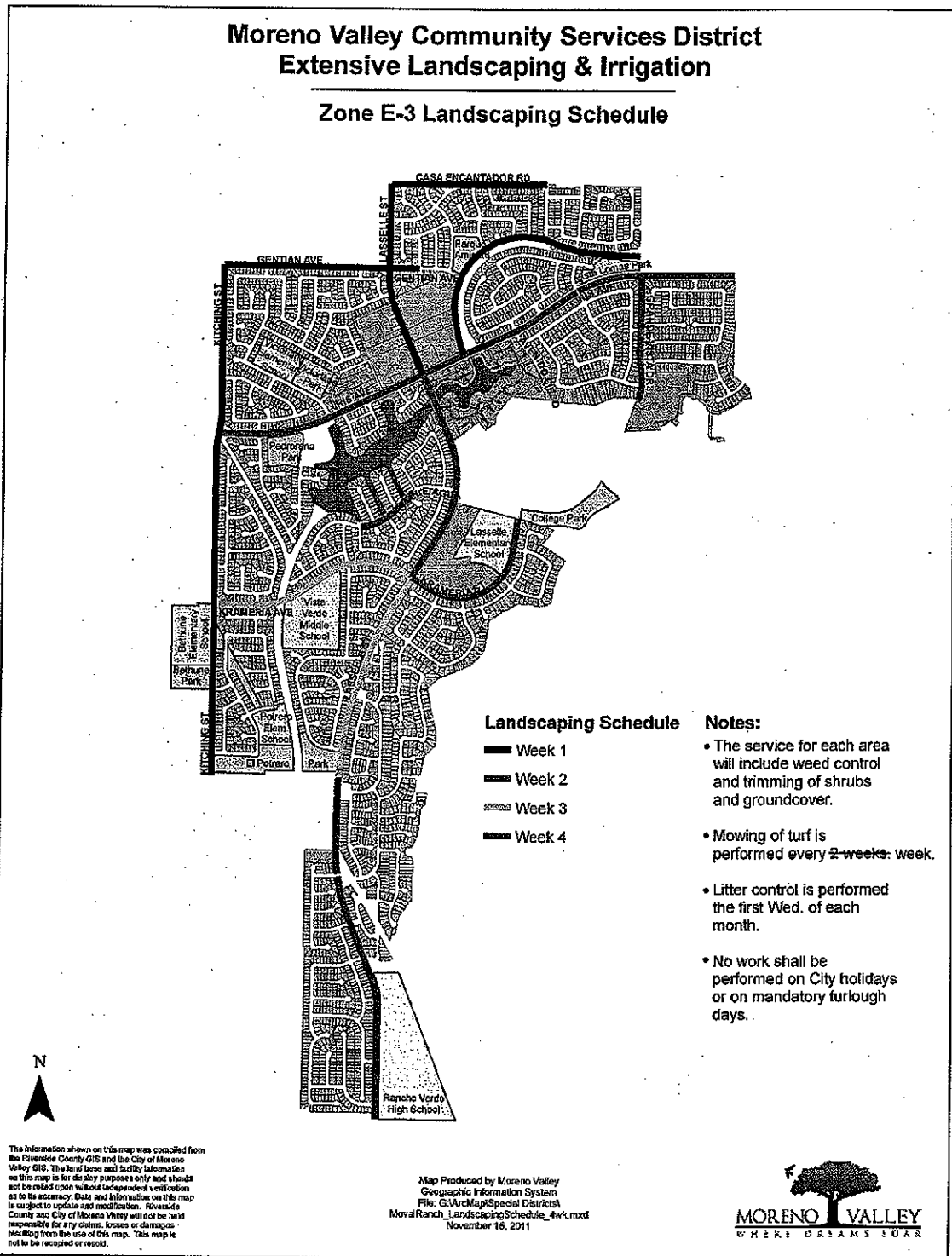
Blank lined area for notes or data entry.

V: FREQUENCY OF SERVICE TABLE

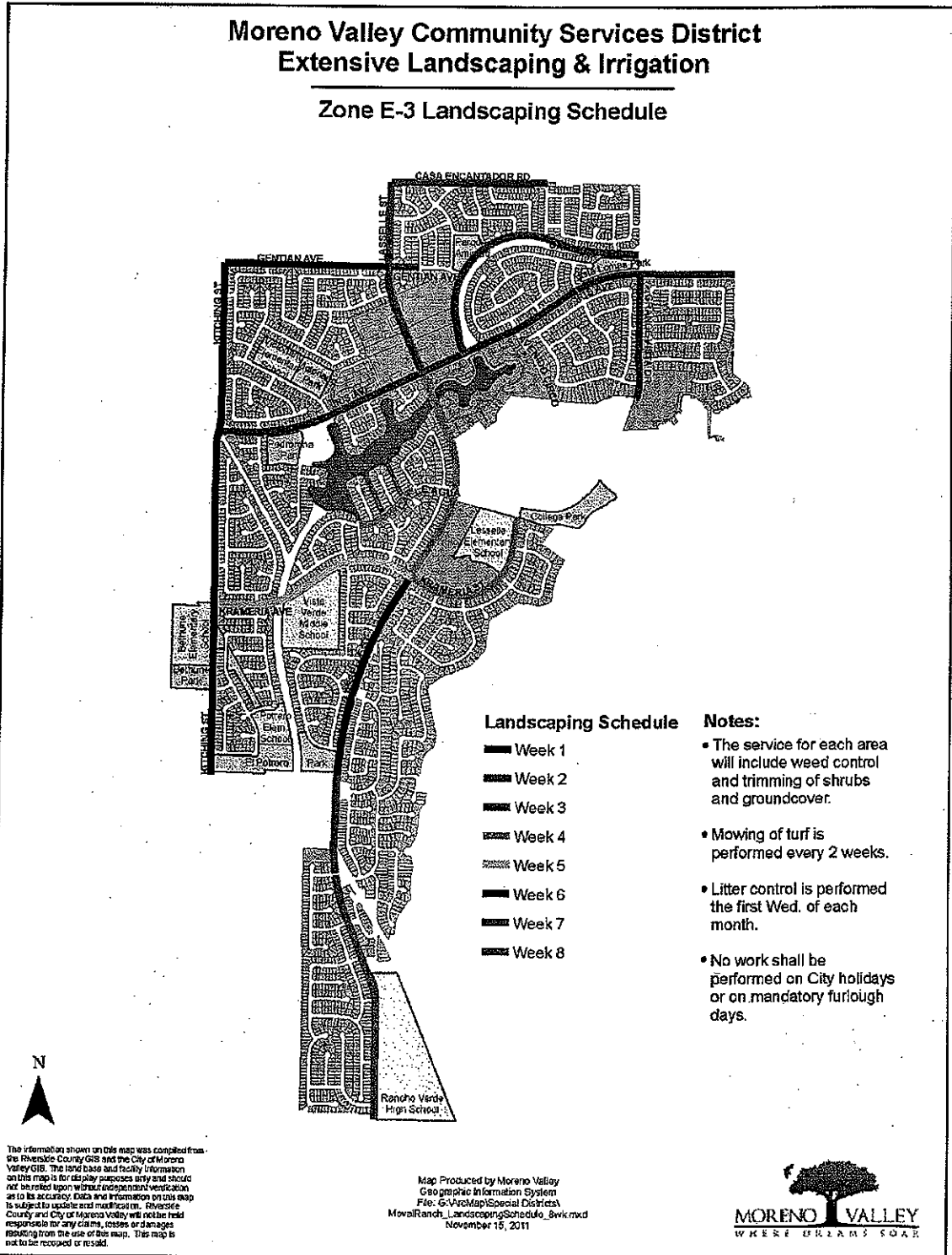
Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care Mow/edge/trim Aeration	Weekly Bi-annually (Spring & Fall)	Every other week Bi-annually (Spring & Fall)	Every other week Annually (Spring)
17.C. Shrub Care Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)

VI: SAMPLE SERVICE SCHEDULES

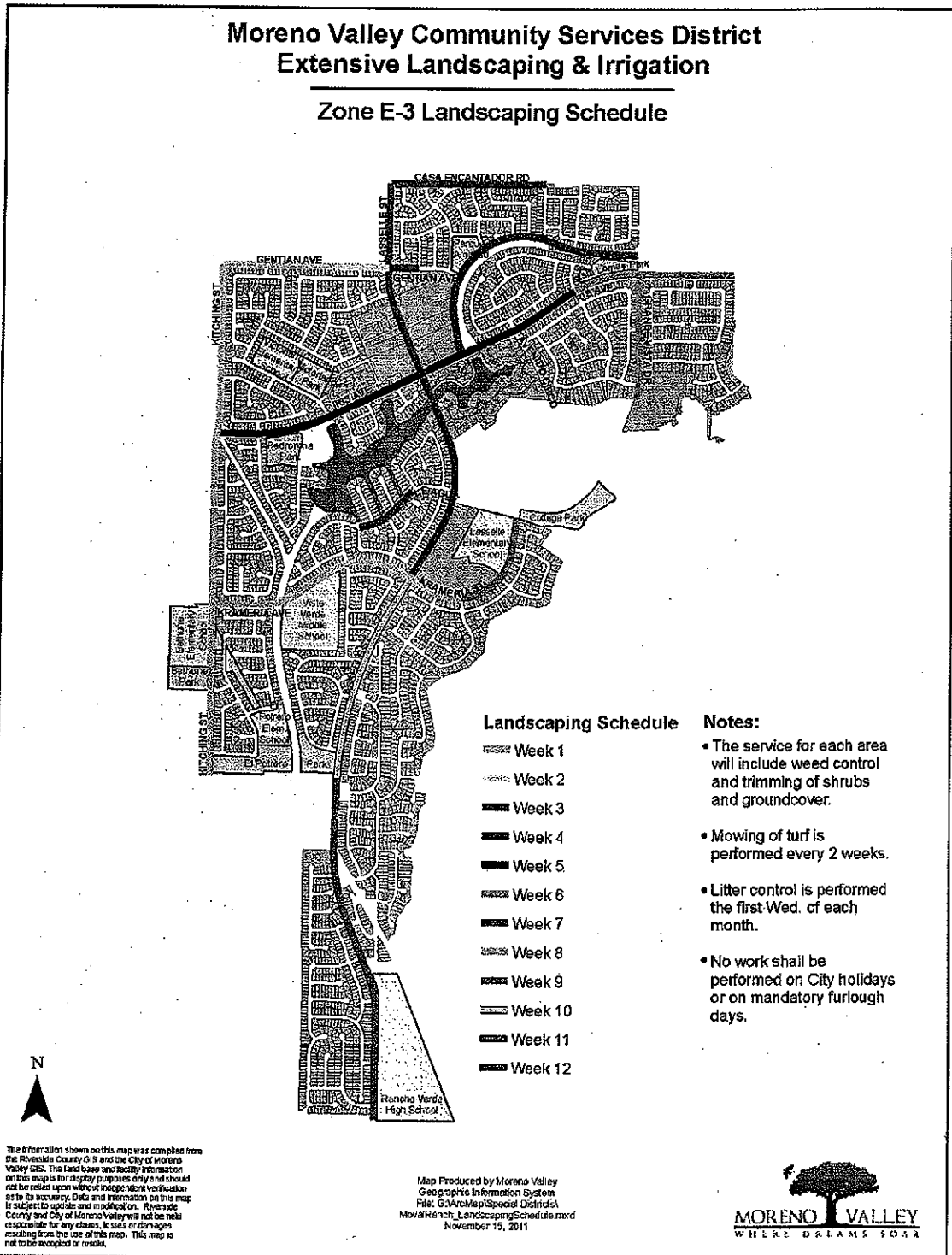
A. E-3 – 4 WEEK ROTATION (Service Schedule Level 1)



B. E-3 - 8 WEEK ROTATION (Service Schedule Level 2)

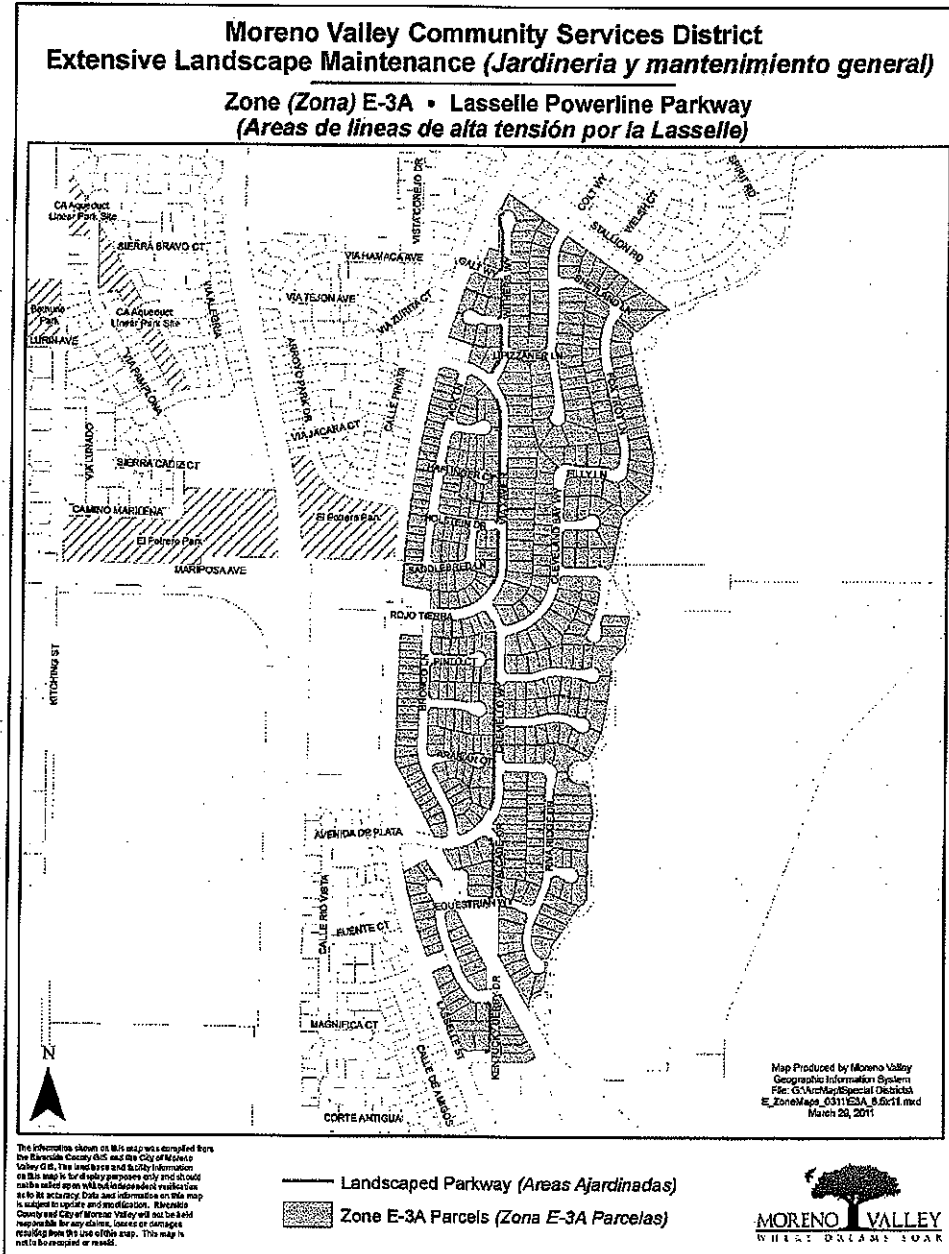


C. E-3 - 12 WEEK ROTATION (Service Schedule Level 3)



D. E-3A

The area shall be maintained at the frequency of every 4 weeks (service schedule level 1), 8 weeks (service schedule level 2), or 12 weeks (service schedule level 3).



RFP NO. E-3/11-12

VII. PROPOSED ANNUAL MATERIAL SCHEDULE**A. Fertilizers:**

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	180 bags - 50 lbs.	\$3,600.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

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

VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING**A. Communications:**

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full and comprehensive response.

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

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

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

RFP NO. E-3/11-12

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

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

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

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

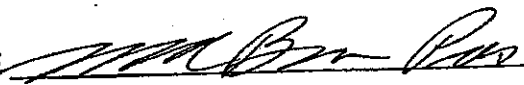
RFP NO. E-3/11-12

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE 

PRINTED NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 17, 2012

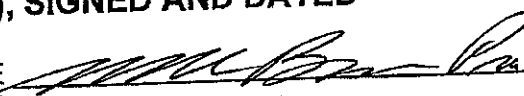
RFP NO. E-3/11-12

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Merchants Landscape Services and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Merchants Landscape Services to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. - Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE 

NAME Mark Brower

TITLE President

COMPANY NAME Merchants Landscape Services, Inc.

DATE February 17, 2012



MERCHANTS LANDSCAPE SERVICES

BRANCH LIST

Pomona Branch

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

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

Los Angeles Branch

*11220 1/2 Peoria St.
Sun Valley, CA 91352
Regional Manager – Patrick Healy*

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

Orange County

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

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

Irvine Branch

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

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

Palm Springs Branch

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

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



EQUIPMENT INVENTORY

Description	Serial #
22" Double Sided	8040508
22" Double Sided	9111852
4.0HP Honda	C11118
4.0HP Honda	C11471
Aerator - John Deere 1500 A20857	M01500X025435
Aerator - Lesco / push behind	72260885
Aerator Classen 42" 3 pt hitch	720263984
Aerator Drum 70"	20637
Aerator Gearmore w/ tank	614002 / A20977
Aerator Husqvarna walk behind	53058177
Aerator Honda 25.5 - Blu H742	83970569
Aerator Landpride PTO CA2560	574628
Aerator Model 968982105 Husquarna	8400476
Aerator Tow - Lesco	72260739
Aerator Tow behind	645
Aerator Walk behind	74238666
Aireator - Orange	53058177
Arborist's Saw 35cc	167677832
Arborist's Saw 35cc	169484303
Auger Honda Engine	A20849
Auger post hole digger w/2" - Echo A20447	E02103003542
Auger Honda/Ground hog-Mod. C71-5	1741792
Backpack Blower	271288400
Backpack blower	272069304
Backpack blower	272069313
Backpack blower	272069325
Backpack blower	T14211001105
Backpack blower	272069301

Revised 10-18-11

Description	Serial #
Backpack blower 36" Walk behind Model TH	824945
Backpack blower Echo 44cc carb II	F0811002945
Backpack blower Echo-PB-413	F0811003315
Backpack blower Husquarna - 145BF	3003905
Backpack blower Husquarna - 145BF	965102305
Backpack blower STIHL-BR-550	271665390
Backpack blower STIHL-BR-550	271665392
Backpack blower STIHL-BR-550	271665400
Backpack blower STIHL-EB8520	8100766
Backpack blower STIHL-EB8520	8100911
Backpack blower STIHL-EB8520	9051522
Backpack blower STIHL-EB8520	9071730
Backpack blower STIHL-EB8520	9071742
Backpack blower STIHL-EB854	T14211001168
Backpack blower STIHL-EB854	T14211001170
Bagging System - Exmark LFPUV4650	718814
Battery Charger (for 6 & 12 volts) Model #7200	
Bit- 5 gallon	
Bit- 5 gallon	
Blower	4000-736
Blower	4001270-04
Blower	F02311002461
Blower	4001276-04
Blower	F02311002514
Blower	F02311025542
Blower	F02311025546
Blower	F02311025631
Blower	F08211002836



Description	Serial #
Blower	30002315
Blower	P02311025233
Blower	P02311025283
Blower	P02311025284
Blower	P02311025301
Blower	P02311025321
Blower	P02311025331
Blower	P02311025342
Blower	P02311025535
Blower	P02311026296
Blower	P33011002057
Blower - Echo	#09005538
Blower - Echo	D08111003544
Blower - Echo	O90005598
Blower - Echo	P02011001417
Blower - Echo	P08011015596
Blower - Echo	P08111002393
Blower - Echo	P08111002736
Blower - Echo	P08111002768
Blower - Echo	P08111002852
Blower - Echo	P08111003367
Blower - Echo	P08211002735
Blower - Echo	P08211003677
Blower - Echo	7611021673
Blower - Echo (blue)	2004117
Blower - Echo PB500HT	P02311006658
Blower - Echo PB500HT	P02311008859
Blower - Echo PB500HT	P02311023203

Description	Serial #
Blower - Echo PB500HT	P02311023292
Blower - Echo PB500HT	P02311023295
Blower - Echo PB500HT	P33011001514
Blower - Husqvarna (green/black)	3004020
Blower - Husqvarna (white)	3003318
Blower - Husqvarna	3000793
Blower - Husqvarna	3003317
Blower - Husqvarna	3003850
Blower - Husqvarna	3003867
Blower - Husqvarna (black)	2005701
Blower - Husqvarna (black)	3002024
Blower - Husqvarna (black)	3002032 - 551139
Blower - Husqvarna (orange)	3003215
Blower - Husqvarna	60084
Blower - Husqvarna	2001840
Blower - Husqvarna	2003287
Blower - Husqvarna	2011846.00
Blower - Husqvarna	3000791
Blower - Husqvarna	5000437
Blower - Husqvarna	13000710
Blower - Kawasaki (yellow)	56002021
Blower - PB500HT	P02311003668
Blower - PB500HT	P02311003698
Blower - PB500HT	P02311003707
Blower - PB500HT	P02311003795
Blower - PB500HT	P02311020201
Blower - Shindawa	4107423
Blower (Back Pack) 1 Echo 50CC Model PB50	S69311005757



Description	Serial #
Blower (Backpack)	904091
Blower (Backpack)	904093
Blower (Backpack)	904095
Blower (Backpack)	904097
Blower (Backpack)	285717301
Blower (Backpack)	T14211001051
Blower (black & white)	1002106
Blower (Mist) Model MD155DX-Maruyama	267622333
Blower (Mist) Model SR420Z-STILL	267622355
Blower back pak	95351115-76
Blower Backpack	904107
Blower Backpack	80704100
Blower Echo	P08211003528
Blower Echo	P08211003546
Blower Echo	P08111001519
Blower Echo 4600	21171
Blower Echo 4600	9003418
Blower Echo 4600	42023570602
Blower Echo 4600	570411001510
Blower Echo Model PB413-H	2002773
Blower Echo Model PB413-H	2004160
Blower Husquvarna	2003214
Blower Husquvarna	3000795
Blower Husquvarna	3003206
Blower Husquvarna	5000061
Blower Husquvarna	5000435
Blower Husquvarna	7003839
Blower Husquvarna	10004766

Description	Serial #
Blower Echo Model PB413-H	9002264
Blower Echo Model PB415T	F08111001232
Blower Husquarna 145BF	2003219/2003223
Blower Husquvarna	1569
Blower Husquvarna	20001849
Blower Husquvarna	30002728
Blower Husquvarna	50000441
Blower Husquvarna	70924381
Blower Low Noise - Echo PB460LN	P08211002855
Blower Low Noise - Echo PB460LN	P08211003319
Blower Low Noise - Echo PB460LN	P08211003392
Blower Low Noise - Echo PB460LN	P08211003444
Blower Low Noise - Echo PB460LN	P08211003529
Blower Low Noise - Echo PB460LN	P08211003538
Blower Low Noise - Echo PB460LN	P08211003541
Blower Low Noise - Echo PB460LN	P08211003715
Blower Low Noise - Echo PB460LN	P08211006691
Blower Low Noise - Echo PB460LN	P08211006767
Blower Red Max Model EB2500	216836
Blower Red Max Model EB2500	71003044
Blower Red Max Model EB2500	E1325000
Blower Redmax	80206383
Blower Redmax Model EB25000	50403101
Blower Redmax Model EB25000	56300609
Blower Solo backpack	
Blower Stihl	271663391
Blower Stihl	No serial#
Blower, Frame, Thrott	4001266



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

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



Description	Serial #
Dethatcher - 22" Flail 5.5hp Hon	85075089
Dethatcher FTO Vrisno (purchased from Eberhard)	
Dethatcher walk behind - BlueBird	54262662
Dethatcher walk behind - BlueBird	72330206
Drive kit 60" - Exmark 109-1167	109-1167
Drive kit 60" - Exmark 109-1167	
Edge Trimmer - Model 300-1C	B795989
Edge Trimmer - Model 308-H	B66969
Edge trimmer long	569311004793
Edger - Echo	ACN006662862
Edger - Power trim	5685110011570
Edger - Power trim	B84597
Edger - Power trim	568511001565
Edger - Power trim	568511001644
Edger 3.5 hp	C11444
Edger 3.5 hp - POW200-4	C07182
Edger 3.5 hp - POW200-4	C07223
Edger 3.5 hp - POW200-4	C07414
Edger 3.5hp	C06522
Edger 3.5hp	C11443
Edger 3.5HP - POW 200-4	C05761 / 0802213YA85180
Edger 3.5HP - POW 200-4	C05802 / 080213YA85196
Edger 3.5HP - POW 200-4	C06093
Edger C05761	0802213YA25180
Edger C05802	080213YA85196
Edger Echo	568511001524
Edger Echo pe200	68211001143
Edger Pole - Echo	568511001483

Description	Serial #
Edger Power Trim	B57935
Edger Power Trim	B78716
Edger Power Trim	B78717
Edger Power Trim	B83926
Edger Power Trim	B87644
Edger Power Trim	B87852
Edger Power Trim	BA7906
Edger Power Trim 208	66777
Edger Power Trim 308	72710
Edger Power Trim 308	9001229
Edger Power Trim - PE265C	568511001508
Edger Power Trim 308	6caaf119102
Edger Power Trim Model 208-H	B79589
Edger Stick	9111088
Edger Stick	9111115
Edger Stick	9111978
Edger Stick	1001340
Edger Stick	6002219
Edger Stick - Echo	9092498
Edger Stick - Echo	60001916
Edger Stick - Echo	E29111002326
Edger Stick STIHL-FC-100	267090447
Edger Stick STIHL-FC-100	269791095
Edger Stick STIHL-FC-100	367090578
Edger Stick Echo-LE242	9111087
Edger Stick Echo-PE-261	6002515
Edger Trimmer - Model 308-H	B43973
Gator turf - John Deere	19342



Description	Serial #
Gator turf - John Deere	19356
Gator turf - John Deere	W004X2X090777
Gator-John Deere	W04X2XD014093
Gator-John Deere	W04X2XD0142236
Gator-John Deere	W04X2XD014241
Gator-John Deere	W0TURFD002862
Gator-John Deere	W0TURFD003334
Gator-John Deere	W0TURFD0035691
Gator-John Deere	W0TURF019344
Gator-John Deere	W0TURFD003335
Gator-John Deere (Used)	W0TURD002841
Grinder Belly	
Grinder Dewal 41/2"	
Hedge Shear Echo	564811010220
Hedge Shear Echo	6006058
Hedge Shear Echo	6006770
Hedge Shear Echo	6006798
Hedge Shear Echo	6008575
Hedge Shear Echo	6008816
Hedge Shear Echo	6009894
Hedge Shear Echo	6009981
Hedge Shear Echo	6010099
Hedge Shear Echo	569311005741
Hedge Shear Echo Extension	6004692
Hedge Shear Echo Extension	6008217
Hedge Shear Echo Extension	6014049
Hedge Shear Echo Extension	69311003529
Hedge Shear Echo Extension	569311004400

Description	Serial #
Hedge Shear Echo Extension	569311001274
Hedge Shear TMC	539404
Hedge Shear TMC	552890
Hedge Shear TMC	534495
Hedge Shears - ECHO HC233	6004549
Hedge trimmer	588853
Hedge trimmer	588854
Hedge trimmer	588867
Hedge trimmer	588901
Hedge Trimmer	1004793
Hedge Trimmer	1005229
Hedge Trimmer	1005236
Hedge Trimmer	1005485
Hedge trimmer	1005488
Hedge trimmer	1005490
Hedge Trimmer	11003249
Hedge Trimmer	564811011231
Hedge trimmer	569311008840
Hedge Trimmer	11001362
Hedge trimmer	588853
Hedge trimmer	5009808
Hedge Trimmer - 22.6cc	590924
Hedge Trimmer - Echo	5001832
Hedge Trimmer - Echo	6004017
Hedge Trimmer - Echo	564811012945
Hedge Trimmer - Echo	569311008777
Hedge Trimmer - Echo	6006213
Hedge Trimmer - Echo	18080090



Description	Serial #
Hedge Trimmer - Echo	002923
Hedge Trimmer - Echo	5001087
Hedge Trimmer - Echo	564811010440
Hedge Trimmer - Echo	564811010509
Hedge Trimmer - Echo (black)	6002168
Hedge Trimmer - Echo (orange)	6001352
Hedge Trimmer - Echo (white)	6008220
Hedge Trimmer - Echo (yellow)	6006220
Hedge Trimmer - Echo Articulated Shaft	T43011001293
Hedge Trimmer - Echo Articulated Shaft	T43011001304
Hedge Trimmer - Echo Articulated Shaft	T43011001345
Hedge Trimmer - Echo Articulated Shaft	T43011001351
Hedge Trimmer - Echo Articulated Shaft	T43011001358
Hedge Trimmer - Echo Articulated Shaft	T43011001379
Hedge Trimmer - Echo stick	6006785
Hedge Trimmer - Extension	5009936
Hedge Trimmer - Extension	569311005497
Hedge trimmer - HC235	564811010752
Hedge trimmer - HC235	564811010803
Hedge trimmer - HCA265	564811010603
Hedge trimmer - HCA265	564811010791
Hedge trimmer - HCA265	564811013249
Hedge trimmer - HCA265	569311005493
Hedge trimmer - HCA265	569311005498
Hedge trimmer - HCA265	569311008876
Hedge trimmer - HCA265	569311009043
Hedge Trimmer - Large	274102356
Hedge Trimmer - Long Stihl	272879981

Description	Serial #
Hedge Trimmer - Long Stihl	274102350
Hedge Trimmer - Redmax	41206912
Hedge Trimmer - Redmax	41207528
Hedge Trimmer - Shindawa	5280
Hedge Trimmer (black & white)	06008-7
Hedge Trimmer 22.6cc - PHT355OZ	595293
Hedge Trimmer 22.6cc - PHT355OZ	595314
Hedge Trimmer 30"	T08511002735
Hedge Trimmer 30" FWRAP	594337
Hedge Trimmer 30" FWRAP	594340
Hedge Trimmer Echo	T43011001952
Hedge Trimmer Echo	6003820
Hedge Trimmer Echo	6006771
Hedge Trimmer Echo	6008602
Hedge Trimmer Echo 30"	S64811011602
Hedge Trimmer Echo 30"	T08511001886
Hedge Trimmer Echo 30"	T08511001894
Hedge Trimmer Echo 30"	T08511003279
Hedge trimmer Echo Model HCA 261	6008321
Hedge Trimmer Extension - Echo	569111001057
Hedge Trimmer Extension - Echo	E291110022075
Hedge Trimmer Extension - Echo	E29111002258
Hedge Trimmer Extension - Echo	E29111002284
Hedge Trimmer Extension - Echo	S691110011019
Hedge Trimmer Extension - Echo	S85411001015
Hedge trimmer Redmax Model HT2-2400	41207698
Hedge Trimmer Stick - Kawasaki	39970
Hedge Trimmer Echo 25.4CC Articulated Sh	80301400



Description	Serial #
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	3693110024
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	569211003769
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	569311005041
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	569311005757
Hedge trimmer1 Echo 25.4CC Articulated Shaft-Model HC/	699311006612
Honda 4.1HP	C11397
Honda 4.1HP	C11599
Honda Engine HRC216K2HXA	1048355
Interseeder walk behind Ryan	92517128
John Deere 1200A Bunker and Field Rake	T01200A165419
Kaw W/Tarhead	286940
Kawasaki fe120 Pump 4.0	
Keyboard Terminal - Motorola	added 11/16/09
Laser - Shindaiwa	697975
Laser 48" - Exmark	473852
Laser 52" - Exmark	480140
Laser 52" - Exmark	no serial #
Laser 50" 23HP Kaw - Exmark LHP23KA505	726993
Laser 56" Exmark - Model# LHP23KA565	617327
Laser 60" - Exmark 30HP w/dump system	641456/624012
Laser 60" 29HP Kaw - Exmark LX529LKA605	745059
Lazer 72'	654124
Lazer 72'	634022
Lazer 72" Exmark Ultravac	UV6672
Lazer 942230 ZT226 26hp kohler EFI 61" deck	94223000222
Lazer Exmark 52" - 27hp	872875
Lazer Exmark 52" - 27hp	LZ227KC526
Lazer Exmark 52" Rider	290108

Description	Serial #
Laser 52" - Scag	FF680VB98531
Laser 56" - Exmark	657938
Laser 56" - Exmark	676013
Laser 72" - Exmark	69797
Laser 72" - Exmark	613906
Laser 72" - Exmark	N358061
Laser 72" mower	411300951
Laser XS 72" - Exmark	677887
Laser XS 72" - Exmark	697977
Lazer 23hp 56" LHP Kaw	699690
Lazer 29HP KAW 60" - Exmark LX529LKA60	745070
Lazer 36" Exmark - Model# M15KA362	651011
Lazer Exmark 72" - 29hp	852748
Lazer Exmark 72" - 34hp	LZZ34KA726
Lazer Mower Bagging System	981286
Lazer mower ultravac	925180
Lazer-Z 29HP 72" - Exmark LX529LKA725	728159
Lazer-Z 72" 34 hp Kawasaki	883156
Lazer-Z 72" 29 hp	613921
Lazer-Z 72" 29 hp	728129
Lazer-Z 72" Exmark	954373
Lazer-Z 72" Exmark	954374
Lazer-Z 72" Exmark	954375
Lazer-Z 72" Exmark	954386
Lazer 72" exmark lazer-z w/29HP	954371
Lazer 72" exmark lazer-z w/29HP	954372
Lazer 72" exmark lazer-z w/29HP	954380
Lazer 72" exmark lazer-z w/29HP	954381



Description	Serial #
72" exmark lazer-z w/29HP	954382
72" much kit	
Lazor 52"	222842
Levy Broadcaster new	4800669
Lily spreader	23202000/9360692
Lily spreader tow behind	
Metro 36" W/Pist Grip	708499
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799797
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799798
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799799
Mower - 21" 6HP Kawasaki Sp-Exmark MSKA21CA	799800
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101093
Mower - Bobcat 218 Estate18HP Briggs 52" deck	94221101370
Mower - Exmark "Lazer HP 50"	292002
Mower - Exmark "Lazer HP 50"	604495
Mower - Exmark "metro 21"	445996
Mower - Exmark "Navigator	35204014
Mower - Exmark 21" with new engine	446008
Mower - Exmark 36"	392595
Mower - Exmark 36" Model M15KA362	655254
Mower - Honda	569039
Mower - Honda "Flail, reel	GC02-7030978
Mower - John Deere 3235C	C3235C020879-Tag49M0029
Mower - Maka-Honda 21'	102157
Mower - Maka-Honda 21'	1014168
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615KA	485930
Mower (Walk behind) Ex-Mark Model M3615KA	485985

Description	Serial #
Mower 12" Comm,S/P Hyd	MAKA1053206
Mower (Walk behind) Ex-Mark Model IT361	497003
Mower 21'	647115
Mower 21" - Exmark	FJ180VF04437
Mower 21" - Ex-mark	267622291
Mower 21" - Honda	1052109
Mower 21" - Honda	MZAN620580
Mower 21" - John Deere	6xjs25cl70834
Mower 21" - Metro	559925
Mower 21" - Toro	#260003887
Mower 21" Exmark 6PH kaw	745677
Mower 21" Honda	MZAN - 6203925
Mower 21" Kawasaki	6206583 / FJ180VF76265
Mower 21" Metro SP-Exmark	662972
Mower 21" Push - Exmark-N6KA21B	647095
Mower 21" Push - Exmark-NFKA21	662969
Mower 26" - Metro	738046
Mower 36" - Exmark	485956
Mower 36" - Exmark	646087
Mower 36" Exmark	376648
Mower 36" Walk behinds - Exmark	229293
Mower 36" Walk behinds - Exmark	266229
Mower 36" Walk behinds - Exmark	297908
Mower 36" Walk behinds - Exmark	370429
Mower 36" Walk behinds - Exmark	561791
Mower 48" Rider - Exmark Model LHP4823	269543
Mower 50" ride on - Exmark	FFH660Vb71282
Mower 56" ride on - Exmark	617329



Description	Serial #
Mower 60' ride on - Exmark	570013
Mower 60" Verticut PTO	VT08179-60
Mower 72" - Exmark Lazer mower"	53-191067
Mower 72" - Exmark Lazer mower"	N45794B
Mower Back behind 36" Metro 17HP KAW-M17KA362CA	824994
Mower Bobcat 218 52" Rider	94221101368
Mower BobCat 60" mulching	94223000215
Mower Bobcat Rider 52"	94001101366
Mower Bobcat Rider 60"	94000400146
Mower Bobcat Rider 60"	94222400144
Mower Ex-Mark - Rider Model LHP4820KC	567432
Mower Exmark 36" Walk behind	245407
Mower Exmark 36" Walk behind	262882
Mower Exmark 36" Walk behind	411449
Mower Exmark 36" Walk behind	658966
Mower Exmark 52" Lazer Rider	632938
Mower Exmark 52" Lazer Rider	676012
Mower Honda 21" HRC 216	1020425
Mower Honda 21" HRC 216	1026378
Mower Honda 21" HRC 216	1029172
Mower Honda 21" HRC 216	1052132
Mower Honda 21" HRC 216	1052469
Mower Honda 21" HRC 216	1053974
Mower Honda 21" HRC 216	1098834
Mower Honda 21" HRC 216	6139675
Mower Honda 21" HRC 216	6165055
Mower Honda 21" HRC 216	6175763
Mower Honda 21" HRC 216	6193150

Description	Serial #
Mower Honda 21" HRC 216	6193869
Mower Honda 21" HRC 216	6198154
Mower Honda 21" HRC 216	10083790
Mower Honda 21" HRC 216	HRC2163HXA
mower - Jacobsen LF-4677-7 gang reel - Kubot	Model-ser67916-00001702
mower - Jacobsen Tri King 1900D 84" triplex -	D6623C0280
mower Jacobsen 5-gang reel - LF3400	67868-1831
mower Jacobsen 5-gang reel - LF3800	67867-2098
Mower Jacobsen Tri-king - #000003801	67043
Mower John Deere 220 walk behind	Tag#49S0094 / M0220B2010302
Mower John Deere 2653A	C2653D140077 / Tag#49M0033
Mower John Deere 3235C	Tag#49M0389 / TC3235C030423
Mower Kawasaki 21" 6.5hp	443300
Mower Kawasaki 21" 6.5hp	443301
Mower Kawasaki 21" 6.5hp	523206
Mower Kawasaki 21" 6.5hp	670627
Mower Model MMDEL TT3615	266144
Mower Ride Along 48" LHP 483 KA	514648
Mower Ride Along 52" LHP 483 KA	516897
mower transferred from Santa Ana 21" - Hon	MAKA1020157
mower walk behind 21" snapper - 7800372	2012866971
Mower Walk behind 21"-Model HRC216KXS	MZAU-6162377
Mower Walk Behind 36" Model MMDEL TT3	497062
mower walk behind reel-Tru cut reel mower	825330
Mower Walk behind-Model HRC216KSSA	MZAU-6141423
Mower Walk behind-Model HRC216KSSA	MZAU-6190475
Mower-2010 Real Master 5510	310000101
Overseeder - Model #OS1848 A19985	461801



Description	Serial #
Pole pounder	
Power Wash DE-walt	67DX39G11
Power Washer - Steam X	1280002750
Pressure Washer - Husky	6548190
Pressure Washer Dual 2007	1100049564
Pressure Washer MI-T-M Model SP2703-OMHB	10220432
Pump - Home lite	10540726
Rake Used John Deere 1200H Hydro 3wd w/ plow	
Rake Used Snithco Super Star Hydro	
Reciprocator Red Max Model 6Z25N	6006294
Remote controllers rain master \$1,100.00/each	
Rotor Tiller	
Rotor tiller - Honda 5 HP	FRC800
Rototiller	1009422
Rototiller Barreto - 13F8	T15266
SCAG "Tiger Cub"	GCAKI-1026721
Shred Vac - Echo	7690232
Sod cutter 18"/Blue Bird - Honda	6003971
Sod cutter ryan	83669572
Soil reliever	54494506735
Spray Can	
Spray Can	476-1704
Spray Can	476-2003
Spray Can	476-2104
Sprayer - Hicks Model GX120	None
Sprayer - Lesco Commercial plus	1661201
Sprayer - Lesco Model 1520-17-18-RT	7045940C085Z20006
Sprayer - Solar Model 3-5	None
Sprayer Hicks farms supply (5330c-x)	00200-10004

Description	Serial #
Sprayer Lesco kawasaky	1607962
Sprayer Schaben	45690z
Sprayer Solo back pack	
Sprayer Toro Boom	90454
Spreader #80 SS Commercial	45256
Spreader & Sprayer Lesco "Ride on	1008900
Spreader commercial	091186A250X100293
Spreader commercial	091186E050X100097
Spreader commercial	091186E050X100140
Spreader commercial	091186F208X100358
Spreader Larger fert. (red)	
Spreader Manual Walk Behind - Lesco	
Spreader Manual Walk Behind - Priselawn CRB	
Spreader Manual Walk Behind - SPYKER 288-SUR	
Spreader Small fert. (red)	
Stump Grinder	19MA1218A1167152
sump pump	
Thatch attacher "old yellow deth	
Tool to make hydraulic hoses	94100507
Top dresser turf tiger	
Top Dresser Turfco Walkbehind	A20702
Toro vacuum	85417 / 692121
Tractor - John Deere	07073-0008
Tractor - John Deere 5210	4/ Front loader W00520X014043
Tractor - John Deere A20816	LV52105123603
Tractor Kubota - A0782	LV52105123602
Tractor Kubota - L3131DT	LB702
Trailer - John Deere	50783
	TC022BX010203



Description	Serial #
Trencher - Lesco	IVRX09IE351001456
Trim Diesel Triplx 3WD	TC25530110625
Trimmer - Lesco	569311001162
Trimmer 25.4cc String - SRM2655C	569911009952
Trimmer 25.4cc String - SRM2655C	569911009968
Trimmer 25.4cc String-SRM2655C	569911009949
Trimmer 25.4cc String-SRM2655C	569911009965
Trimmer 25.4cc String-SRM2655C	569911006174
Trimmer 25.4cc String-SRM2655C	569911005230
Trimmer 25.4cc String-SRM2655C	569911006275
Trimmer 25.4cc String-SRM2655C	566611006304
Trimmer 25.4cc String-SRM2805C	566611006398
Trimmer 26cc CA APRV	1001718
Trimmer 26cc CA APRV	11001736
Trimmer 27cc hd S. TFC	446060
Trimmer 34.4cc String-KPW3600VL	36100685
Trimmer 34.4cc String-KPW3600VL	36100686
Trimmer Articulating	9122580
Trimmer Articulating	9122819
Trimmer commercial string	T42211001112
Trimmer commercial string	T42211001144
Trimmer commercial string	T42211001169
Trimmer Commercial string -SRM-2666c	T42211001006
Trimmer Commercial string -SRM-2666c	T42211001012
Trimmer Commercial string -SRM-2666c	T42211001024
Trimmer Commercial string -SRM-2666c	T42211001034
Trimmer Commercial string -SRM-2666c	T42211001047
Trimmer Commercial string -SRM-2666c	T42211001054

Description	Serial #
Trimmer Echo	2001481
Trimmer Echo	6002118
Trimmer Echo	6013084
Trimmer Echo	6015047
Trimmer Echo	6015191
Trimmer Echo	6015267
Trimmer Echo	6016424
Trimmer Echo	6022453
Trimmer Echo	6047779
Trimmer Echo	56631279
Trimmer Echo	64811005685
Trimmer Echo	565911004181
Trimmer Echo String - SRM2805C	S66611005150
Trimmer Hedge - Echo HC235	S64811010995
Trimmer Hedge - Echo HC235	S64811010408
Trimmer Hedge - Echo HC235	S64811010577
Trimmer Hedge - Echo HC235	S64811010650
Trimmer Hedge - Echo HCA265	S69311001258
Trimmer Hedge - Echo HCA265	S69311003610
Trimmer Hedge - Echo HCA265	S69311004779
Trimmer Hedge - Echo HCA265	S69311004935
Trimmer Hedge - Echo HCA265	S69311004942
Trimmer Hedge - Echo HCA265	S69311005058
Trimmer Hedge - Echo HCA265	S69311005091
Trimmer Hedge - Echo HCA265	S69311005115
Trimmer Hedge - Echo HCA265	S69311005122
Trimmer Hedge - Echo HCA265	S69311005177
Trimmer Hedge - Echo HCA265	S69311005232



Description	Serial #
Trimmer Hedge - Echo HCA265	569311005254
Trimmer Hedge - Echo HCA265	569311005282
Trimmer Hedge - Echo HCA265	569311005492
Trimmer Hedge - Echo HCA265	569311008883
Trimmer Hedge - Echo HCA265	569311008903
Trimmer Hedge - Echo HCA265C	569311004990
Trimmer Hedge - Echo HCA265C	569311005233
Trimmer Line - Model 62087 Shindaiwa	6103803
Trimmer Line - Echo Model SRM 216T	06066537
Trimmer Line - Model 62117 Shindaiwa	8024481
Trimmer Line - Model 62119 Shindaiwa	7110427
Trimmer Line - Model T261 Shindaiwa	6093807
Trimmer Line - Model T261 Shindaiwa	7110428
Trimmer Line 1 Echo 25.4cc	C0801003674
Trimmer Line 1 Echo 25.4cc Model SRM2651	P02011001595
Trimmer Line 1 Echo 25.4cc Model SRM2651	866011005118
Trimmer Pole - Echo	5008537
Trimmer Pole - Echo	56911001130
Trimmer Pole - Echo	564811005347
Trimmer Pole - Echo	569111001127
Trimmer Shindawa	4011573
Trimmer Shindawa	5030469
Trimmer Shindawa	6045452
Trimmer Shindawa	6052647
Trimmer Shindawa	6052648
Trimmer Shindawa	6114245
Trimmer Shindawa	6114257
Trimmer Shindawa	7110475

Description	Serial #
Trimmer String	9100603
Trimmer String	9116170
Trimmer String	9116173
Trimmer String 25.1cc - Echo SRM2655C	565911003451
Trimmer String 25.1cc - Echo SRM2655C	565911003458
Trimmer String 25.1cc - Echo SRM2655C	565911003513
Trimmer String 25.1cc - Echo SRM2655C	565911003518
Trimmer String 25.1cc - Echo SRM2655C	565911006270
Trimmer String 25.1cc - Echo SRM2655C	565911006297
Trimmer String 25.1cc - Echo SRM2655C (bro)	565911003461
Trimmer String 25.4 cc - Echo SRM2655C	565911003158
Trimmer String 25.4 cc - Echo SRM2655C	565911003784
Trimmer String 33.3 - KPW3420ZL	80528 / 320565
Trimmer Shindawa	7110712
Trimmer Shindawa	8031139
Trimmer Shindawa	8031287
Trimmer Shindawa	8031288
Trimmer Shindawa	9022989
Trimmer Shindawa	9022990
Trimmer Shindawa	7110711
Trimmer Solid Shaft	1001395
Trimmer Solid Shaft	1001411
Trimmer Solid Shaft - Echo	no serial #
Trimmer String 33.3 - KPW3420ZL	80541 / 320564
Trimmer String Echo-SRM261S	6015183
Trimmer String Echo-SRM261S	6015214
Trimmer String Echo-SRM261S	6016156
Trimmer String Echo-SRM261S	6016637



Description	Serial #
Trimmer String Echo-SRM2615	6016786
Trimmer String Echo-T282X/C	9022981
Trimmer String Echo-T282X/C	9022982
Trimmer Tension - Echo	6006392
Trimmer Tension - Echo	6006808
Turf Gator - Gas Ult Cart	1916
Turf Gator - Gas Ult Cart	W00TURF018472
Ultravac 60" - Exmark UV60	737517
Ultravac 60" - Exmark UV60	774221
Ultravac 66"/72" - Exmark UV6672	659068
Vacuum - Model BC845P	091698061
Vacuum Billy Goat	1290841
Vacuum Billy Goat	62606261
Verticore - John Deere 1500	
Verticore #1700 (sold to Eberhard for STM 1800)	al395
Verticore Jacobsen Walk behind	825592361
Verticutter -Graden Swing Wing	
VIBE Plate, Honda GX160 with water tank	U-5380
Vacuum Honda	80805436
Water Pump - Honda	1100403
Water Pump - Honda	1102531
Water Tank Small	
Weed eater	25 / New #496060 (repaired)
Weed eater - Echo	1001534
Weed eater - Echo	6009591
Weed Eater - Echo	6016614
Weed eater - Echo	6016775
Weed eater - Echo	269413797

Description	Serial #
Weed Eater - Echo SRM 2615	6009976
Weed Eater - Shindaiwa	T268
Weed eater - Shindaiwa	5058847
Weed eater (black & white)	6028448
Weed eater 33.3cc Kaw w/ taphead	286578
Weed eater 33.3cc Kaw w/ taphead	286579
Weed eater 33.3cc Kaw w/ taphead	286581
Weed Wacker - Echo	566311001657
Weed Wacker - Echo	566711005600
Weed Wacker - Echo	566911005573
Weed Wacker - Echo	5667111001405
Weed Wacker - Echo	no serial #
Weed Wacker - Echo	6008312
Weedeater - Echo (blue & gray)	No number
Weedeater - Echo (blue)	6009454
Weedeater - Echo (Blue)	6028575
Weedeater - Echo (Orange)	6008348
Weedeater - Shindaiwa (Red)	5058848
Weedeater - Shindaiwa (Red)	5058850
Weed eater - Echo	269413804
Weed Eater - Echo	E29111001978
Weed Eater - Echo	E29111002085
Weed Eater - Echo	E29111002091
Weed Eater - Echo	E29111002271
Weed Eater - Echo	E29211020671
Weed Eater - Echo	O6014135
Weed eater - Echo	3515 (old)/S6931100509 (new #)
Weed eater - Echo	S66311001287



Description	Serial #
Weed Eater - Echo	566311001668
Weed eater - Echo	566311001718
Weed Eater - Echo	566611003118
Weed Eater - Echo	566711005455
Weed Eater - Echo	566711005762
Weed Eater - Echo	566711005782
Weed eater - Echo	6015382
Weed eater - Echo (black)	6011323
Weed eater - Echo (green)	6014956
Weed eater - Echo (yellow)	6009427
Weed Eater - Echo SRM 2615	6006275
Weed Eater - Echo SRM 2615	6009440
Weed Eater - Echo SRM 2615	6009446
Weight Kit - Exmark 103-5633	103-5633
Weight Kit - Exmark 103-5633	
Weight Kit - Exmark 103-5633	
Weight Kit Front - Exmark	103-5629
Wheel 3.5 B&S 8"	2039
Wheel 3.5 B&S 8"	2035
Wheel Barrel - Jackson (blue)	
Wheel Barrow - True Temper	
Wire locator - 521P	
Wire Locator 521	



Vehicle List

Veh #	License #	Year	Make/Model	Vin
100	5NUL837	2005	Expedition	1FMFU17585L807417
102	6U04567	2001	Inter Tree Trim	1HTSCAAM41H382577
103	7D22716	2003	Chevy Silverado	2GCEC19V931328785
104	8L29915	2007	Silverado 3500 Chassis	1GBJC39U67E173932
105	7L74667	2004	Ford F-150	1FTRX12W44N843407
106	6X99608	2002	Ford F-150	1FTRX17MX2NB52818
107	7D22717	2003	Chevrolet pickup	2GCE19V131327033
108	6840408	1999	Ford/Van	1FTRE1427XHB57966
109	7S38912	1997	Ford F-150	1FTUX1728VKB36723
110	5R29572	1997	Ford F-150 KC pickup	1FTDX1763WNA12281
111	6C03023	1999	Ford F-150 KC pickup	1FTZX172XXK883518
112	6E91433	1995	Izusu NPR	JALC4B1K5S7000324
113	6G58011	2000	Ford F-150 pickup	1FTZX1721YKB19949
115	6V31775	2002	Ford F-150 pickup	1FTRX17W42NA69265
116	7B16229	2003	Chevy S-10	1GCCS14XX38115778
117	7W83338	2005	Ford F-350	1FDWF36515EC89280
118	7X56108	2005	Ford F-350	1FDSF345X5EB18027
119	8D61369	1995	Chevy 1 ton truck	1GBJC34K2SE160450
120	8C42496	1995	Chevy 3/4ton	1GCGC29K0SE250057
122	6JIE640	2009	Lincoln Navigator	5LMFU27509EJ01141
123	7G10650	2003	Chevy Silverado 1500	2GCEC19VX41124479
124	8C42721	2000	Dodge T4C	3B7KC23Z7YG111013
125	8R87479	2005	Ford Ranger pickup	1FTYR14U15PA62484
126	7V29675	2005	Ford F-350 Stake Bed	1FDSF34515EB18028
127	6K37227	2001	Ford F-150 XLT	1FTRX17L81NA10272
128	7E27786	2003	Chevy Silverado Extra C	2GCEC19V231325856
129	6G42812	2000	Ford F-150	1FTZX1728YKB15395
130	6J05871	2000	Ford F-150	1FTZF1725YNC19831
132	6B33559	1999	Ford Ranger pickup	1FTYR14V6XPB36672
133	7B13735	2003	Chevy Silverado	1GCEC14V93E148518
134	7B13736	2003	Chevy Silverado	1GCEC14V43Z131019
135	8z49512	2005	Ford F-150	1FTR12215NB52812
136	8G97528	2005	Ford F-350 Stake Bed	1FDWF36565EA09093
137	7D80048	2003	Ford Comm Cutaway Van	1GBJG31U531141331
139	6Z65654	2003	Ford Ranger pickup	1FTYR10U63PA06057
140	7V57320	2005	F-150	1FTPW12535KD33445
141	8C77592	2006	F-150	1FTRF12W56NB07294
142	7G10649	2003	Chevy Silverado 1500	2GCEC19V841120298
Veh #	License #	Year	Make/Model	Vin
143	8V44900	2003	Chevy Pick Up	5421

145	7B16230	2003	Chevy S-10	1GCCS14XX38161840
146	7P94549	2004	Ford Ranger pickup	1FTYR10U84PB61601
147	7W64915	1997	Chevy 1 ton truck	1GBJC34RIVF004699
148	8Z49580	2000	Ford Ranger pickup	1FTYR14V2YPB19854
149	5X27055	1999	Ford pk	1FTYR10C3XUA03339
150	6N20581	2001	Ford F-150 pickup	1FTZX17261KF41897
151	7H04122	2001	Ford F-150 pickup	1FTRX17W11NA31006
152	6G42813	2000	Ford F-150 pickup	1FTZX1728YKB15428
153	7W34816	2005	Ford F-350	1FDWF36Y55EB82596
155	5F12144	1996	Dodge Dakota	1B7F126X5TS520074
157	7M68778	2004	Ford F150	2FTRX17WX4CA30253
158	7V83928	2005	Ford F-350	1FDWF36Y15EB99475
163	7J46556	1999	GMC Topkick/Chipper	1GDJ7H1D7XJ851924
164	8G97527	2000	Ford F-150 KC pickup	1FTRX17W3YKA35988
166	6R34719	2001	Ford F-150 pickup	1FTRF17W01NB56193
167	8H06127	2008	Ford F250	1FTSX20578EA62845
169	8H06123	2007	Ford F-150	1FTRX12W07KC62609
170	8H06124	2008	Ford F250	1FTSX20548EA37420
171	8M00027	2007	Chevy Silverado Dump	1GBJC39K97E580433
172	8K76942	2006	GMC Sierra - Dump truck	1GDJC39U26E235445
173	8K89824	2008	Ford Ranger pickup	1FTYR14U28PA24167
174	8K89815	2008	Ford F-150 Supercrew	1FTRW12W88FA49226
175	8P13371	2007	GMC Sierra 3500 Chassis	1GDJC39K17E597007
176	8K48974	1999	Ford F800 (Water truck)	3FENF8010XMA08142
177	7E24179	2003	Chevy Silverado	2GCEC19V231324285
178	6J69144	2000	Ford F-150 XLT pu	1FTRX17L2YKA65487
179	8L60482	2002	Ford F-150	1FTRX17W52NB04671
180	61715A1	2000	Ford F-150 LB pu	1FTZF1723YKA86939
181	6L85322	2001	Dodge 1500 pickup	1B7HC16X21S218371
182	6P91997	2001	Dodge 1500 pickup	1B7HC16X91S261203
183	5Y02412	1999	Ford F-150 pickup	1FTZF1724XKA29146
184	6F30676	2000	Ford F-150 pickup	1FTZF1720YKB04037
185	8S59389	2001	Dodge 1500 pickup	1B7HC16XX1S42527
186	6B45138	1999	Ford Ranger pickup	1FTYR10V0XPB69401
187	5ZGF772	2008	Expedition	1FMFU19548LA02102
188	7B16231	2003	Chevy S-10	1GCCS14X538158568
189	8D20422	1999	Chevrolet 3500	1GBHC34R9XF032025
190	7W50752	2005	Ford F-350	1FDWF36565EB43540
191	7W34817	2005	Ford F-350	1FDWF36555EB15096
192	8W12873	2005	Ford F-350	1FDWF365X5EB65444
193	7W50751	2005	Ford F-350	1FDWF36545EB68968
194	7W43810	2002	Ford F-350	1FDSW34F12EA82877
195	7W56849	2005	Ford F-350	1FDWF36535EC89278
196	6M12313	2000	GMC 3500 1-ton pick up	1GDHC33J9YF421896
197	7M71324	2003	Chevy Silverado 1500	2GCEC19V831328843

198	7B15152	2003	Chevy Silverado	1GCEC14V83Z192941
199	6R39199	2001	Dodge 1500 pickup	1B7HC16X71S249955
200	8D50109	2006	Ford F-150	1FTVX12566NA53572
201	8D50108	2006	Ford F-150	1FTVX12536NA53688
202	8C80429	2006	Ford F-150 Super Cab	1FTVX12586NA64007
204	8R87523	2006	Ford Ranger	1FTYR10U76PA64070
205	8C80427	2006	Ford F-150 Reg Cab	1FTRF12W16NB33603
206	8P11010	2006	Chevy S3500 w/10' dump	1GBJC39U26E176714
207	8D76098	2006	Ford Ranger	1FTYR10U16PA83973
208	8E32375	2006	Ford Ranger	1FTYR10U16PA65828
209	8D11397	2006	Ford F-150 Super Cab	1FTVX12586NA67568
210	8D11398	2006	Ford F-150 Super Cab	1FTVX12566NA69738
211	8D11395	2006	Ford Ranger	1FTYR10U36PA64048
212	8D11399	2006	Ford F-150 XLT	1FTPW12596KD72039
213	8k89886	2008	Ford F-150 Supercrew	1FTRW12W28FA31238
214	8D11641	2006	Ford F-350 Chassis	1FDWW36P36EB42946
215	8D48234	2006	Chevy Silverado 3500	1GBHC34U96E197632
216	7S99151	2006	Ford F-150 XL	1FTVX125X6NB17726
217	8V44901	2006	Chevy Colorado Classis	1GBDS146968258211
218	8H06119	2007	Ford F-150	1FTRX12W77FA88496
219	8H06126	2008	Ford F-250	1FTSX20598EA56495
220	8H06122	2007	Ford F-150	1FTRX12WX7FA88458
221	8L38955	2007	Ford Ranger	1FTYR14D47PA95353
222	8L25904	2007	Ford Ranger XL2W	1FTYR14U77PA93029
223	8H06166	2007	Ford F-150	1FTPW12547FB59848
224	8F29332	2007	Chevy Pick up	1GCEC19X17Z166164
225	8M89937	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W88FB29932
226	7R13278	2005	Ford F150	1FTRF12205NB94436
227	8W97675	2010	Ford Ranger	1FKRIAD5APA18041
228	8Y81888	2006	Ford F-350 Diesel	1FDWF36P36EB62520
229	8Z63681	2010	Ford Ranger	1FKRIED7APA38480
230	8P81301	2008	Ford F-150	1FTRX12W18FC11369
231	8P81302	2008	Ford F-150	1FTRX12W68FB60600
232	8P81304	2008	Ford F-350 Stakebed	1FDWF36548EE58132
233	8P81305	2008	Ford F-350 Stakebed	1FDWX36R48EB78209
235	8P81303	2008	Ford Ranger	1FTYR10U28PA93253
236	8P81298	2008	Ford Ranger	1FTYR10U78PA22033
237	8P81300	2008	Ford F-150	1FTRX12W58FB55243
238	8T87781	2008	Ford F350 Classis	1FDWF36558EA03046
239	8U48440	2008	Ford Ranger	1FTYR10D48PB15687
240	8U22271	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W78FB60539
241	8T87778	2008	Ford Ranger	1FTYR10DX8PB17220
242	8U52679	2008	Ford F-150	1FTRX12W38FB76222
243	8W12872	2008	Ford F-250	1FDSX20548EA56478
244	8P74270	2009	Ford F150 Super crew	1FTRW12899KB95421

245	8P74271	2009	Ford Ranger	1FTYR10D99PA22178
246	8V66223	2009	Ford Ranger	1FTYR10D99PA32144
247	8V69658	2009	Ford Ranger	1FTYR10D19PA41260
248	8V84305	2009	Ford F350 Chassis	1FDWW36Y59EA42911
249	4X12407	1994	Chevrolet pickup	1GCEC14K4RE127543
250	8Z63682	2010	Ford F-150	1FTEX1CW0AFB55573
251	8Z63680	2010	Ford Ranger	1FTKRIE3DAPA38475
252	8Y89431	2010	Ford F-250	1FDSX2A58AEA28882
253	80272B1	2011	Ford Ranger	1FTKR1AD5BPA31521
254	6SEJ852	1991	Schwarze Sweeper-Isu	JALB4B1H7M7003051
255	New	2011	Ford F-150 XL	1FTEX1CMXBFB04176
Serial	IC	Year	Make/Model	Vin
C500	7E24479	2002	Chrysler GEM	5ASAK27462F031512
C501		1975	Taylor Dunn	136012
C502		2003	Carry All 6 Club Car	262720
C503		2003	Yamaha	JU2-003902
C504	7E24484	2002	Chrysler	5ASAK27402F031103
C505			Taylor Dunn	Serial # 13610Mo.82-48
C506			Taylor Dunn	No. not legible
C507			Chrysler GEM	5ASAK27462F031512
C508			John Deere	Serial # W00turf003575
C509			Chrysler GEM	5ASAK27482F021337
C510			EZ-GO	Serial # J0234-188068
Serial	IC	Year	Make/Model	Vin
T400	SE499113	2001	chipper	1VRU111A711000827
T401	SE529849	2003	chipper	1VRU111A541004217
T402	4LP6087	2000	Big TE Utility	16VVX0813Y1A21081
T403	1KC6115		Big Tex Utility	16VAX0E1541A16263
T404	4JK5130	2004	Big Tex Utility	16VVX101941A21257
T405	1JK4535	2000	Big Tx Utility	16VVX0818Y1A23796
T406	4GY3629	1999	Big Tx Utility	16VVX0811X1A15309
T407	1JC3389	2000	Big TE Utility	4K8VX0817Y1A48404
T408	1JG6545	2000	Big TE Utility	16VVX1014Y1A23794
T409	4JK4679	2005	Big Tex Utility	16VNX162451E84182
T410	4JK4680	2006	Carso	4HXDC16206C109783
T411	4GU4932	2006	Big Tex Utility	16VUX162661E99747
T412	4HE8313	2006	Big Tex Utility 16'	16VNX162361E22273
T413	1KF2776	2001	Big Tx Utility	16VVX101311A36977
Serial	IC	Year	Make/Model	Vin
T414	4KM3760	2000	Aztec Utility	4ZBUE0121YF000111
T415	4JK5131	2004	Big Tex Utility 12'	16VVX101841A16731
T416	4HE8310	2006	Big Tex Utility 12'	16VAX121252A68007
T417	4LG8320	2011	Big Tex Utility	16VAX1210B2A74688
T419	4KM3761	2007	Big Tex Utility 12'	16VAX121X72A66380
T420	1JP2204	2000	Big Tex Utility	16VVX1019Y1A26416

T421	1JT2835	2000	Big Tex Utility	16VVX0813Y1A30220
T422	1KM7084	2001	Big Tex Utility	16VVX101X11A43327
T423	4JH6661	2207	Big Tex Utility	16VAX101171A66521
T424	1JZ5373	2000	Big Tex Utility	16VVX0816Y1A30986
T425	4DJ7406	2003	Big Tex Utility	16VVX101431A60756
T426	4ES1233	2003	Big Tex Utility	16VVX081331A78731
T427	4CH6366	2000	Big Tex Utility	16VVX1416YLA31048
T428	4EP1977	2003	Big Tex Utility	16VVX081221A55214
T429	4KE7385	2006	Carson/DT-102 7x1	4HXDT10256C109397
T430	4KR8518	2009	Utility DV mfts DV10ET-20split	1D9EU20289S591930
T431	1JG3423	2000	Big Tx Utility	16VVX0818Y1A23794
T433	1KF2738	2001	Big Tx Utility	16VVX121611A36968
T435	4FV8383	2003	Big Tx Utility	16VAX101241A14634
T436	4KF4420	2003	Big Tx Utility	4K8AX101531A12493
T437	4AK6903	2002	Big Tx Utility	16VUX162121E51941
T438	4KF4422	2004	Big Tx Utility	16VNX142741E45331
T440	4KM3781	2005	Big Tx Utility	16VNX162052E51416
T441	4HE9157	2006	Big Tex Utility 16'	16VNX162961E22276
T443	4HE2465	2006	Big Tex Utility	16VNX162851E84749
T445	4KL2459	2005	Big Tex Utility 12'	16VAX121552A70107
T446	4JC5734	2007	Big Tex Utility	16VVX121271A52349
T447	4JH6760	2007	Big Tx Utility	16VVX121X71A71988
T449	New	2007	Big Tx Utility	16VVX121371A59360
T450	1KC6115	2000	Big Tx Utility	16VVX0818Y1A30987
T451	1KC6116	2001	Big Tx Utility	16VVX101611A33510
T454	4GB7250	2005	Wells Trailer	1WF20081957012760
T455	4KK1243	2008	Big Tex Trailer	16VAX121571A66518
T456	4KK1244	2008	Big Tex Trailer	16VAX121X81A06008
T457	4KK1245	2008	Big Tex Trailer	16VEX202X82H12649
T458	4KK1323	2008	Big Tex Trailer	16VAX101481A06010
T459	4KM3529	2008	Big Tex Utility	16VCX162582H98476
T460	4KK3427	2008	Big Tex Trailer	16VEX202882H2651
T461	4KK7351	2009	Big Tex Utility	16VCX182891E33827
T462	4JH6668	2007	Big Tx Utility	16VVX162471E59376
T463	4KK3984	2009	Big Tx Utility	16VVX081X91A29423
T464	4KR6684	2009	Utility DV mfts split ramp	1D9EU20209S591923
T465	088052U	2007	Honda Bull Dog/water Trailer	DHWT5008207
T466	4LB5419	2010	Big Tex Utility	16VAX1016A2A45004
T467	4LB9408	2010	Big Tx Utility	16VVX0811A2A57741
T468	4LF4391	2010	Big Tex Utility	1D9UU1011AS591060
T469	4LG9516	2011	Big Tex Utility	16VCX1623A2E65246
T470	New	2011	Big Tex Utility	1D9EU20258S591177
T471	4HE3486	2007	Carson trailer	4HXSU16247C116791
T472	4LN6735	2011	Big Tex Utility	16VAX1215B2A87677
	7D35838	2002	Golf Cart	5ASAK27412F020997

	558040	1997	Arrow board trailer	1W91S1014V1249094
		1987	Utility Trailer for Gator	TC022BX010203
	Irvine	1987	Utility Gator	19342
	Irvine	1987	Utility Gator	19344
	Irvine	1987	Utility Gator	19356
	8Z49345	2002	Chrysler GEM	5ASAK27499F030371

I. SCHEDULE II

BID SCHEDULE

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)

A. SERVICE SCHEDULE Level 3 – Current Service

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: 647,667 sq. ft. 875,371 sq. ft.	\$.00452	\$3,956.67	\$ 47,480.04
	Turf: 588,060 sq. ft. 339,768 sq. ft.	\$.021	\$7,135.13	\$ 85,621.56
E-3A LANDSCAPED PARKWAYS	Planter: 31,000 sq. ft. 71,022 sq. ft.	\$.0084	\$ 596.58	\$ 7,158.96


The Total Amount of the Service Proposal shall be based on current service levels (Service Schedule Level 3):

Figures: 140,260 and 56 /100's Dollars
 Words: One hundred forty thousand two hundred sixty dollars and fifty six /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s) 1,2 has/have been received and is/are made a part of this proposal.

 President Feb. 17, 2012
 (AUTHORIZED SIGNATURE AND TITLE) (DATE)

RFP NO. E-3/11-12

B. OPTIONAL SERVICE LEVELS*• **Service Schedule Level 1 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: 617,667 sq.-ft. 875,371 sq. ft.	\$.006	\$ 5,252.23	\$ 63,026.76
	Turf: 588,060 sq.-ft. 339,768 sq. ft.	\$.0263	\$ 8,935.90	\$ 107,230.80
E-3A LANDSCAPED PARKWAYS	Planter: 31,000 sq.-ft. 71,022 sq. ft.	\$.0105	\$ 745.73	\$ 8,948.77

• **Service Schedule Level 2 – Optional Service**

SITE	ESTIMATED AREA (sq. footage)	COST PER SQ. FT. PER OCCURRENCE	COST PER MONTH	COST PER TWELVE MONTHS
E-3 LANDSCAPED PARKWAYS & MEDIANS	Planter: 617,667 sq.-ft. 875,371 sq. ft.	\$.0056	\$ 4,902.08	\$ 58,824.96
	Turf: 588,060 sq.-ft. 339,768 sq. ft.	\$.0245	\$ 8,324.32	\$ 99,891.84
E-3A LANDSCAPED PARKWAYS	Planter: 31,000 sq.-ft. 71,022 sq. ft.	\$.0097	\$ 688.91	\$ 8,266.92

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)



President

February 17, 2012

(AUTHORIZED SIGNATURE AND TITLE)

(DATE)

* Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in the Frequency of Service Table, Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 74. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE LANDSCAPE & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED ON PAGE 85.**

RFP NO. E-3/11-12

C. ADDITIONAL WORK PRICE LIST**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**


Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibits A and C.

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	\$	<u>9.00</u>	ea
2. 5 gal. shrub/vine/ground cover in place	@	\$	<u>20.00</u>	ea
3. 5 gal. tree in place (stakes included)	@	\$	<u>40.00</u>	ea
4. 15 gal. tree in place (stakes included)	@	\$	<u>95.00</u>	ea
5. 24" box tree in place (stakes included)	@	\$	<u>295.00</u>	ea
6. 36" box tree in place (guy wires included)	@	\$	<u>795.00</u>	ea
7. Flat of ground cover in place	@	\$	<u>20.00</u>	ea
8. Fertilizer application	@	\$	<u>.004</u>	ea/sq. ft
9. Planter bed mulch in place	@	\$	<u>30.00</u>	/cu. yd
10. Additional labor	@	\$	<u>20.00</u>	/man hour
11. Additional Irrigation Technician	@	\$	<u>35.00</u>	/man hour

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)

 President

February 17, 2012

(AUTHORIZED SIGNATURE AND TITLE)

(DATE)

D. ROUTINE IRRIGATION REPAIR PRICES

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

- 1. Irrigation repair parts for routine repairs @ cost plus 15. %
- 2. Unit prices for Additional Work (additional landscape areas) per Exhibit C, Section 2.
 - A. Shall be per Schedule II, Section A., cost per sq. ft., per occurrence. ~~Additional parkway areas, planters (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~
\$ _____ /sq. ft./mo.
 - B. Shall be: ~~Additional parkway areas, turf (trees to 18 ft. height, shrubs, ground cover included, as applicable).~~
\$ _____ /sq. ft./mo.
 - a. Per Schedule II, Section B., Service Schedule, Level 1, Optional service cost per sq. ft. per occurrence.
or
 - b. Per Schedule II, Section B, Service Schedule, Level 2, Optional service cost per sq. ft. per occurrence.
or
 - c. Per Schedule II, Section B, Service Schedule, Level 3, Optional service cost per sq. ft. per occurrence.
- 3. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)

President



(AUTHORIZED SIGNATURE AND TITLE)

(DATE)

RFP NO. E-3/11-12

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

One hundred forty thousand two hundred sixty dollars & fifty six cents

(Dollar Amount in Words)

\$ 140,260.56

(Dollar Amount in Figures)

Date: June 19, 2012

Proposer: Merchants Landscape Services, Inc.
(Company Name)

By: 
(Signature)

Title: President

State License Number and Classification: 765658 C27

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

(Corporate Seal)

PRESIDENT Mark Brower

SECRETARY _____

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for _____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated _____

Signature of Proposer _____

By _____

Address of Proposer _____

Telephone Number of Proposer () _____

Names and Addresses of Members of the Company:

(If a Corporation) _____

Signature of Proposer  _____

By Mark Brower _____

Title President _____

Business Address 1510 S. Lyon St. _____

Santa Ana, CA. 92705 _____

RFP NO. E-3/11-12

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of	California
State License Number and Classification	765658 C27
PRESIDENT	Mark Brower
SECRETARY	
TREASURER	Theodore Haas
(Corporate Seal)	

RFP NO. E-3/11-12

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Merchants Landscape Services, Inc.

_____, as principals, and Hartford Fire Insurance Company (Axi) CA, a duly

authorized corporate surety: Business Address One Pointe Drive, 6th Floor, Brea, CA 92821

Phone (714) 674-1321, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT THE AMOUNT BID IN Dollars, (\$ 10%), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for PROJECT NO. E-3/11-12 -, MORENO VALLEY RANCH-WEST (E-3) AND LASSELLE POWERLINE PARKWAY (E-3A) MAINTENANCE OF PARKWAY & LANDSCAPING AND IRRIGATION, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of TEN PERCENT THE AMOUNT BID IN Dollars,

(\$ 10%), as liquidated damages for such failure and neglect.

WITNESS our hands this 10th day of February, 2012

(SIGNATURE PAGE FOLLOWS)

Proposal Surety Bond (cont.)

PRINCIPAL

CORPORATE SURETY

Name: Merchants Landscape Services, Inc.

Name: Hartford Fire Insurance Company (LXW) CA

Address: 1190 Monterey Pass Road
Monterey Park, CA 91754

Address: One Pointe Drive, 6th Floor
Brea, CA 92821

Tel. No.: 323-881-6701

Tel. No.: 714-674-1321

By: *Merchants*

By: *Mary Smith*
Attorney-in-Fact
MARY SMITH

SIGNING INSTRUCTIONS

- The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.
- The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On February 10, 2012, before me, Donna M. Green, Notary Public,

personally appeared Mary Smith,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Donna M. Green
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- LIMITED

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4 *ACW 3/28*

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 72-183250

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut *ACW 3/28*
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

John D. Hunsinger, Mary Smith, Joyce Elzouki, Steven L. Brockmeyer, Ronald C. Wanglin, Donna M. Green
of
Pasadena, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 10, 2012.
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 2-16-12 before me, Sharon Ann Godinez / Notary
(Here insert name and title of the officer)

personally appeared Theodore Haas

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sharon Ann Godinez
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>Proposal Surety Bond</u> <small>(Title or description of attached document)</small>	
<u>Moreno Valley West</u> <small>(Title or description of attached document continued)</small>	
Number of Pages _____	Document Date _____
<small>(Additional information)</small>	

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/> Individual (s)	
<input type="checkbox"/> Corporate Officer	
	<small>(Title)</small>
<input type="checkbox"/> Partner(s)	
<input type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other _____	

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§

(NAME) Mark Brower, affiant
being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Merchants Landscape Services, Inc. the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).
Merchants Landscape Services, Inc.

Bidder's Name: _____

Bidder's Address: 1510 S. Lyon St.

Santa Ana, CA. 92705

Telephone No.: (800) 645-4881


(Signature of Bidder)

President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA JURAT

State of: California

County of: ORANGE

Subscribed and sworn to (or affirmed) before me

this 17th day of 02, 2012, by
Date Month Year

(1) MARK BROWER
Name of Signer (s)

(2) N/A
Name of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

WITNESS my hand and official seal

Teresa Marcelino
Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right, Appointment of Signer	Capacity Claimed by Signer(s)	Right, Appointment of Signer
Number of Pages _____ Document Date: _____		<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer <input type="checkbox"/> Partner <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____	
Title or type of document _____			
Additional information _____			

APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1

ISSUE DATE: February 22, 2008

EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time		Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	\$8.00	-	-	^a 0.115	0.17	-	8	^b 8.285	^c 12.285
Inyo, Mono, and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	^d 0.16	0.17	-	8	^e 8.33	^f 12.33
Los Angeles	10.00	-	-	^g 0.27	0.46	-	8	^h 10.73	ⁱ 15.73
Orange	8.00	0.89	-	^j 0.115	0.14	-	8	^k 9.145	^l 13.145
Riverside	8.00	-	-	^m 0.11	0.11	-	8	ⁿ 8.22	^o 12.22
San Diego	8.00	-	-	^p 0.20	0.16	-	8	^q 8.36	^r 12.36
San Luis Obispo	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
Santa Barbara	8.00	-	-	^s 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	^t 0.16	0.16	-	8	8.32	12.32
Ventura	8.00	-	-	^u 0.12	0.12	-	8	^v 8.24	^w 12.24
	8.00	-	-	^x 0.13	0.13	-	8	^y 8.26	^z 12.26
	8.00	-	-	^{aa} 0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	^{ab} 0.19	0.26	-	8	^{ac} 11.42	^{ad} 15.42

Craft is not apprenticesible.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a\$9.22 after 3 years of service.

^bComputation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^c\$0.31 after 2 years of service.

^d\$0.54 after 2 years of service; \$0.81 after 3 years of service.

^e\$0.24 after 3 years of service; \$0.37 after 7 years of service.

^f\$0.22 after 4 years of service.

^g\$0.40 after 3 years of service.

^h\$0.23 after 2 years of service.

ⁱ\$0.27 after 2 years of service.

^j\$0.38 after 3 years of service.

^k\$0.29 after 2 years of service.

^l\$0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

PROJECT NO. _____ MONTH OF _____, 20__

<u>MAINTENANCE</u> • DATE(S) • AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE- WEED LITTER- IRRIGATION ETC.	<u>FERTILIZER</u> • DATE(S) • AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP	<u>PESTICIDES</u> • DATE(S) • PRODUCT USED • AMOUNT USED • AREA • TARGET PEST	<u>COMPLAINTS</u> • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION	<u>HAZARDS</u> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT

MORENO VALLEY COMMUNITY SERVICES DISTRICT

FOR MONTH OF _____, 20__

CONTROLLER NO. _____

STATION NO. _____

PROJECT NO. _____

	<u>DATE(S) CHECKED</u>	<u>PROBLEM(S) IDENTIFIED</u>	<u>CORRECTIVE ACTIONS</u> <ul style="list-style-type: none"> • DATE CORRECTED • CORRECTIVE ACTION DETAILS 	<u>HAZARDS</u> <ul style="list-style-type: none"> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM
MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH: _____ YEAR: _____

1. Source of greenwaste (Project No./Location): _____

2. Amount of greenwaste generated from above source (by weight): _____ LBS. -or- TONS.

3. Name, address, and phone number of recycle accepting greenwaste:

- Company Name: _____
- Address: _____

- Phone Number: (____) _____

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight): _____ LBS. -or- TONS.

5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

6. Number of times turf mowed this month: _____

7. Number of times turf mowed without clippings caught: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE: (____) _____

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

Zone (Zona) E-1 • Towngate



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E_ZoneMaps_0311\E1_8.5x11.mxd
March 29, 2011

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

- Landscaped Median (*Medianas Ajardinadas*)
- Landscaped Parkway (*Areas Ajardinadas*)
- Zone E-1 Parcels (*Zona E-1 Parcelas*)



Moreno Valley Community Services District Extensive Landscaping & Irrigation Zone E-1A • Walls/Internal Landscape Maintenance



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E1A_8.5x11.mxd
November 29, 2007

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

- CSD Maintained Arterial Walls
- CSD Maintained Landscape and Internal Walls
- Zone E-1A Parcels



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

Zone (Zona) E-2 • Hidden Springs



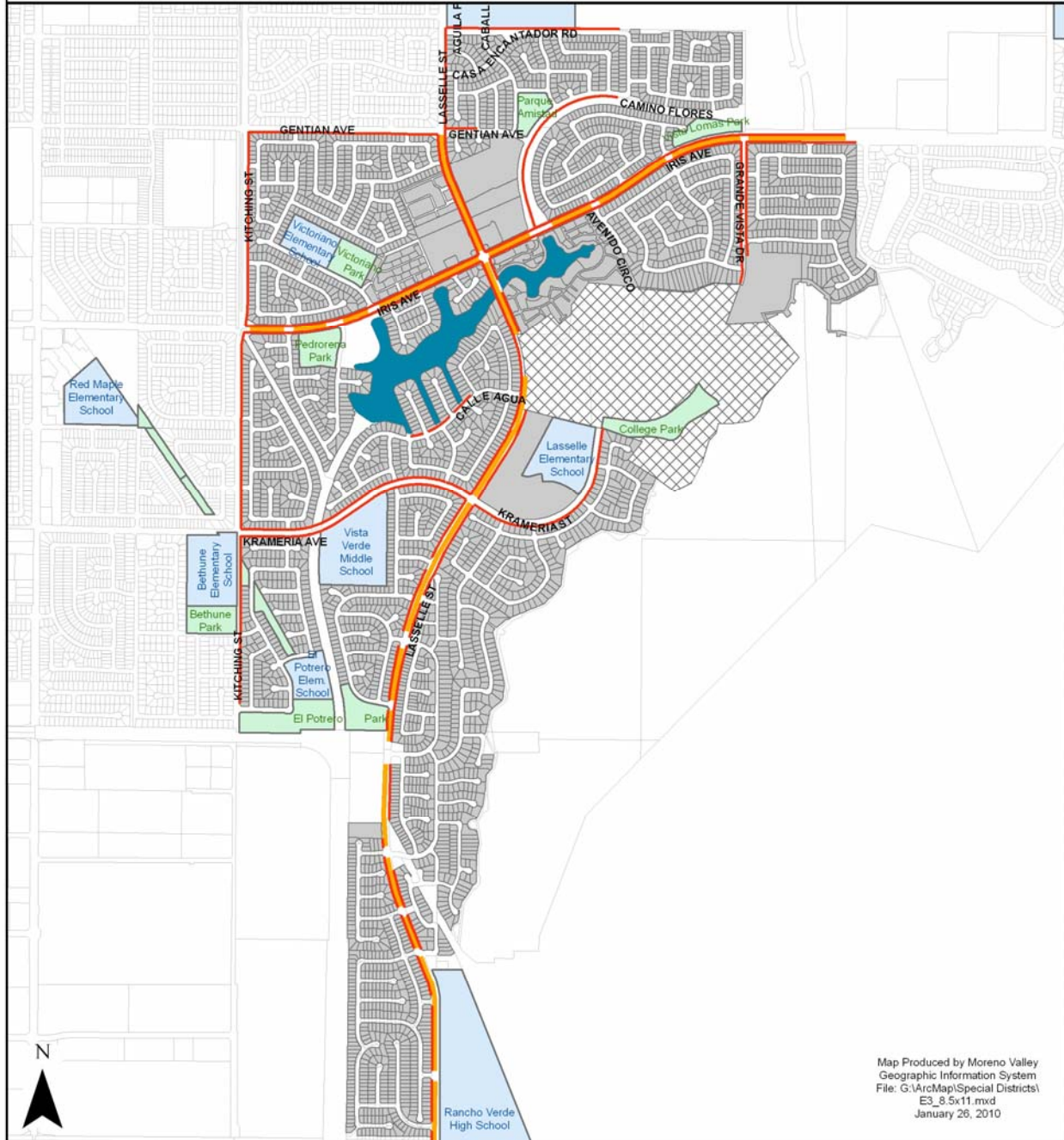
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this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

- Landscaped Parkway (*Areas Ajardinadas*)
- Landscaped Open Space (*Area abierta Ajardinada*)
- Zone E-2 Properties (*Zona E-2 Propiedades*)



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-3 • Moreno Valley Ranch - West



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E3_8.5x11.mxd
January 26, 2010

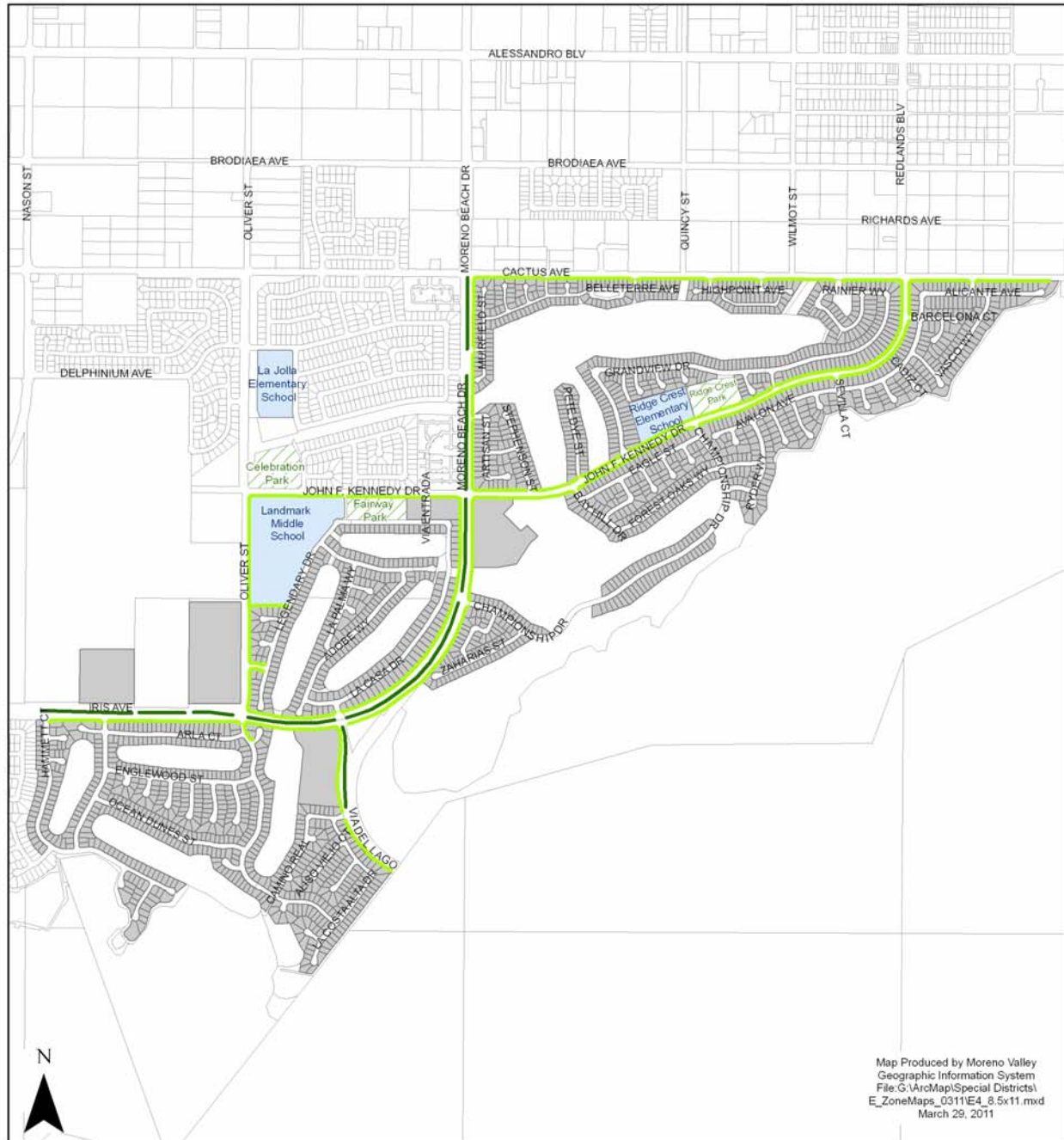
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this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

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



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

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



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E_ZoneMaps_0311\E4_8.5x11.mxd
March 29, 2011

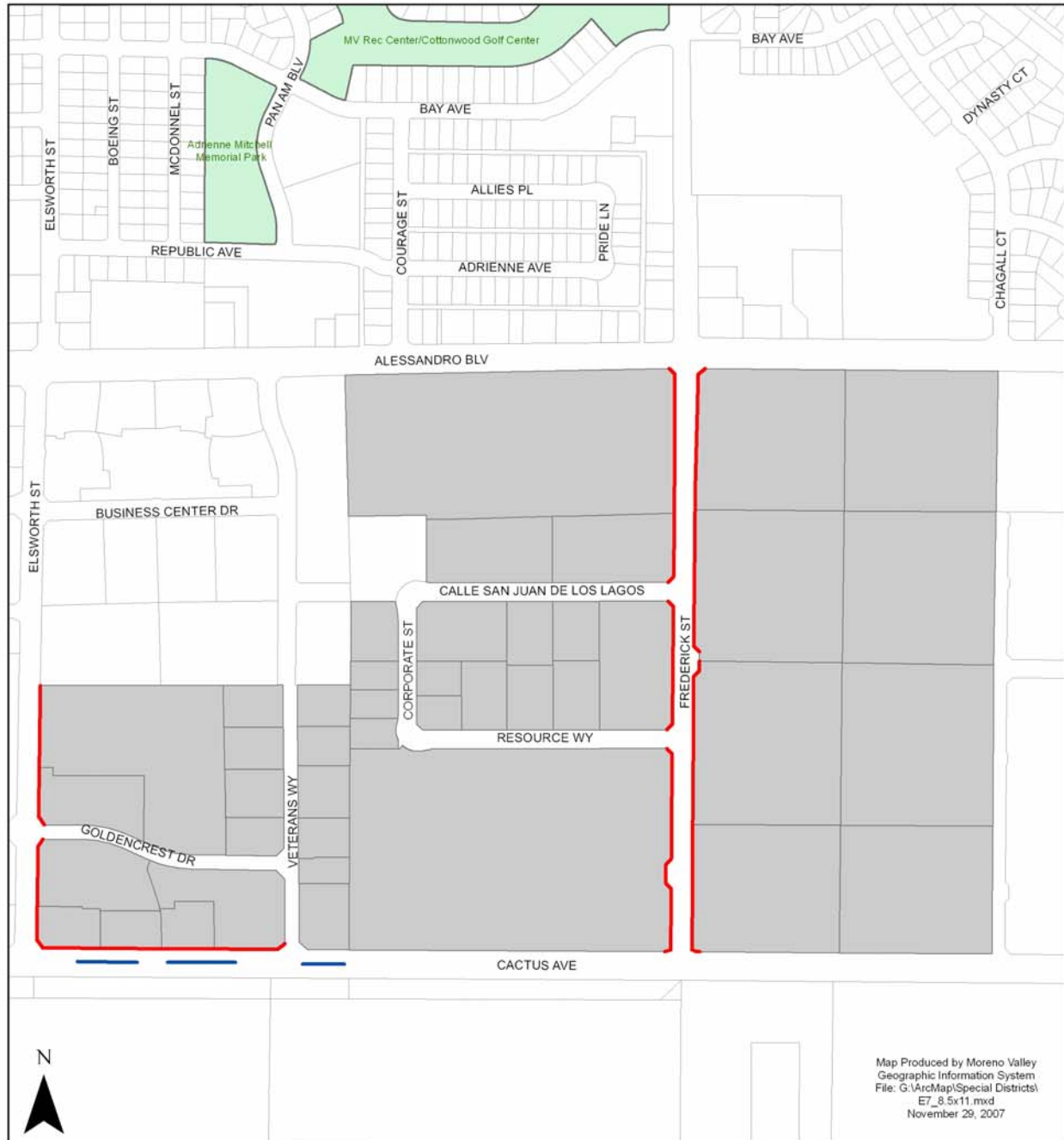
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- Landscaped Parkway (*Areas Ajardinadas*)
- Landscaped Median (*Medianas Ajardinadas*)
- Zone E-4 Parcels (*Zona E-4 Parcelas*)



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-7 • Centerpointe



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E7_8.5x11.mxd
November 29, 2007

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- Landscaped Median
- Landscaped Parkway
- Zone E-7 Parcels



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park



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- Landscaped Parkway
- Landscaped Open Space
- Zone E-8 Parcels

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Geographic Information System
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E8_8.5x11.mxd
January 24, 2011



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-14 • Mahogany Fields



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E14_8.5x11.mxd
January 24, 2011

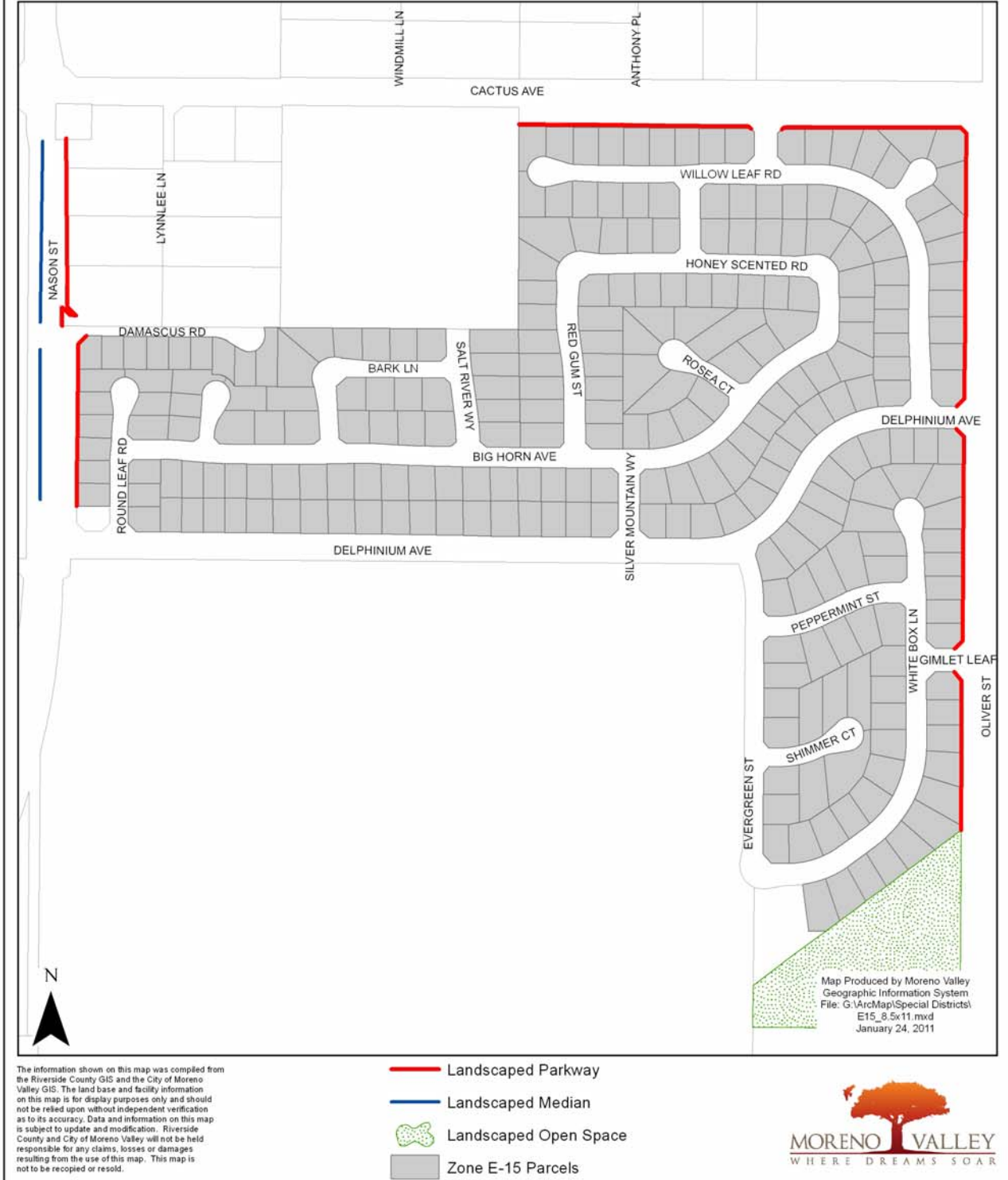
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- Landscaped Parkway
- - - Future Landscaping
- Landscaped Median
- Zone E-14 Parcels
- Not Part Of E-14 Landscaping
- Turf Area



Moreno Valley Community Services District Extensive Landscaping & Irrigation

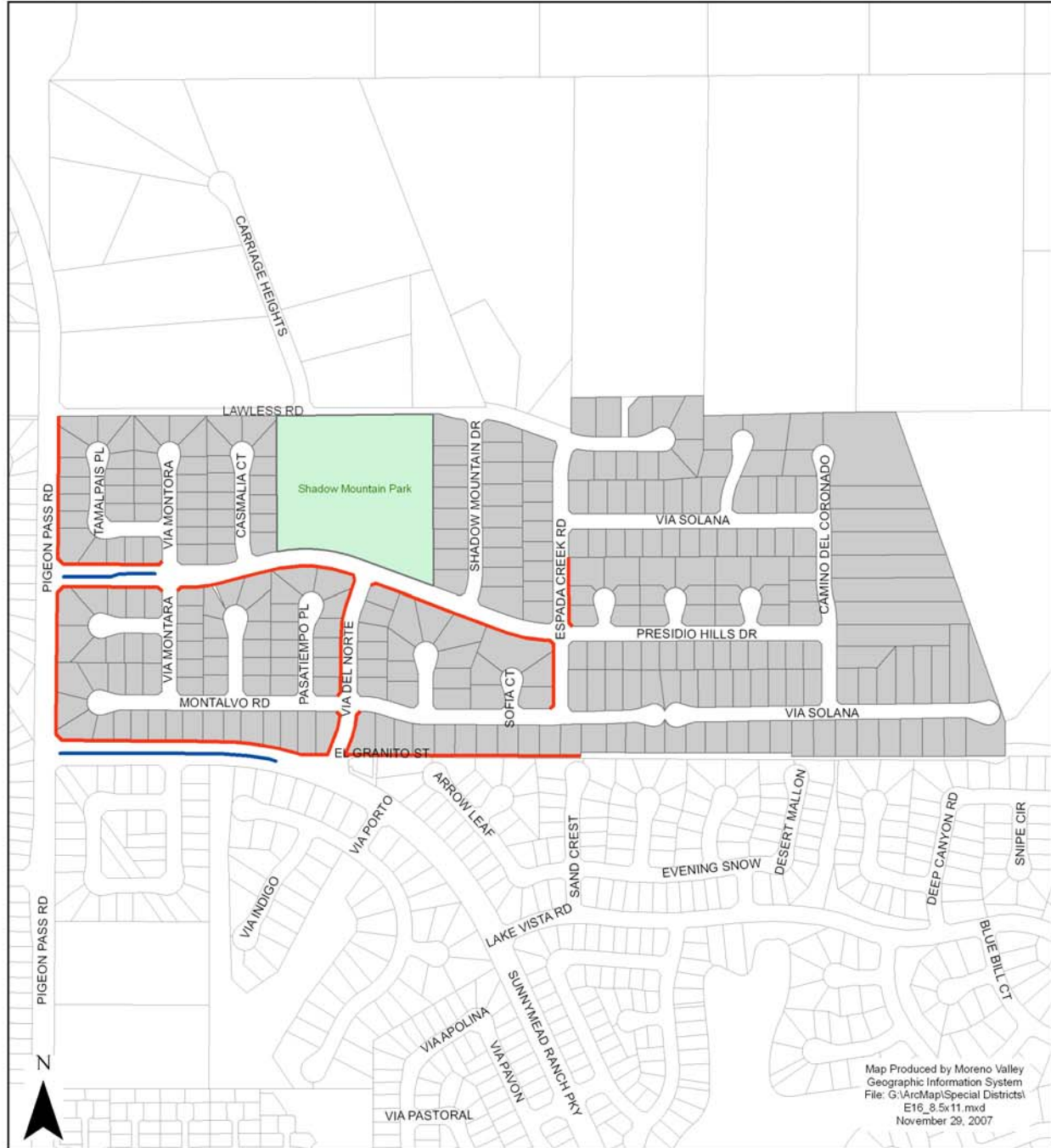
Zone E-15 • Celebration



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Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain



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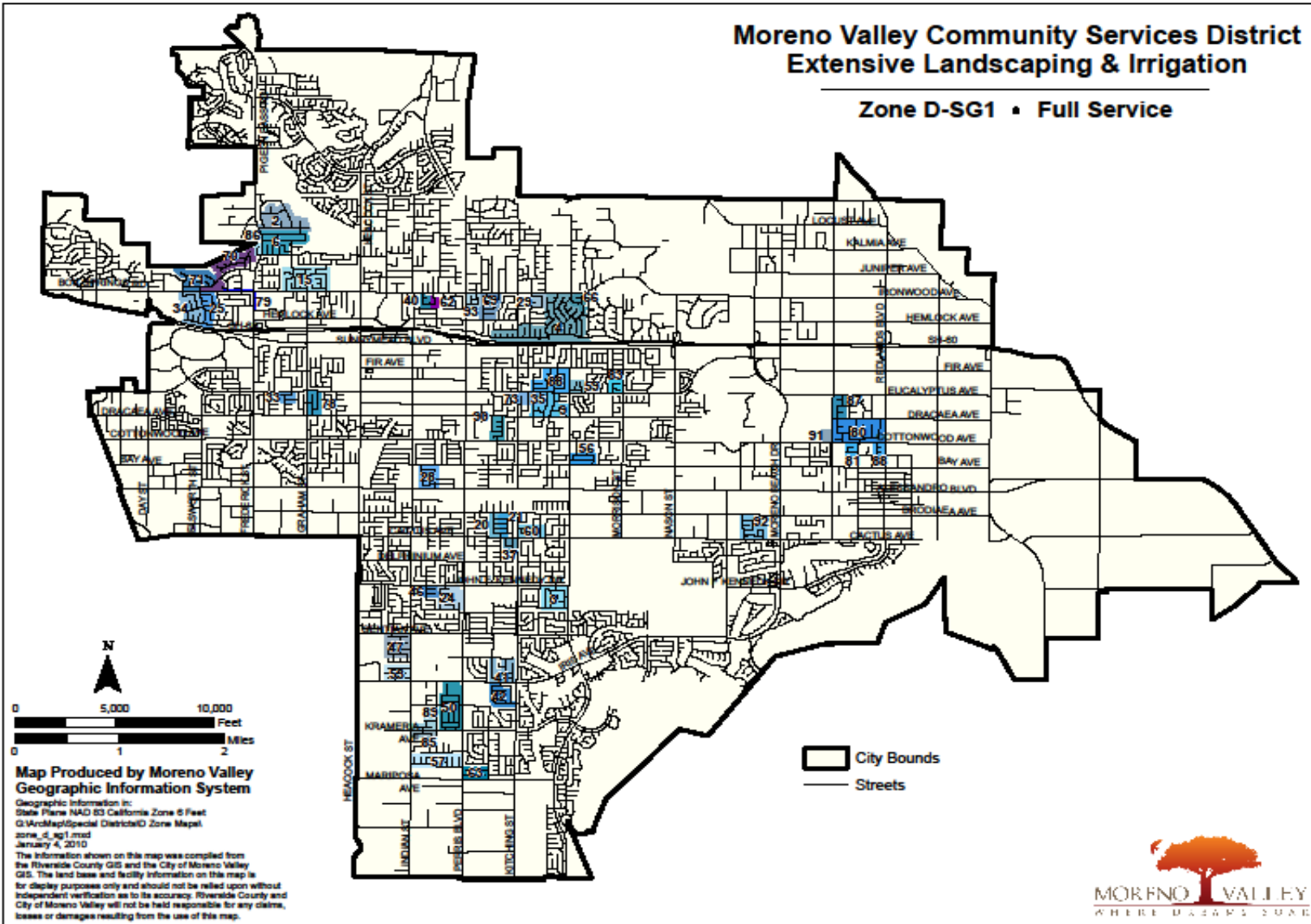
- Landscaped Median
- Landscaped Parkway
- Zone E-16 Parcels



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E16_8.5x11.mxd
November 29, 2007

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone D-SG1 • Full Service



-679-

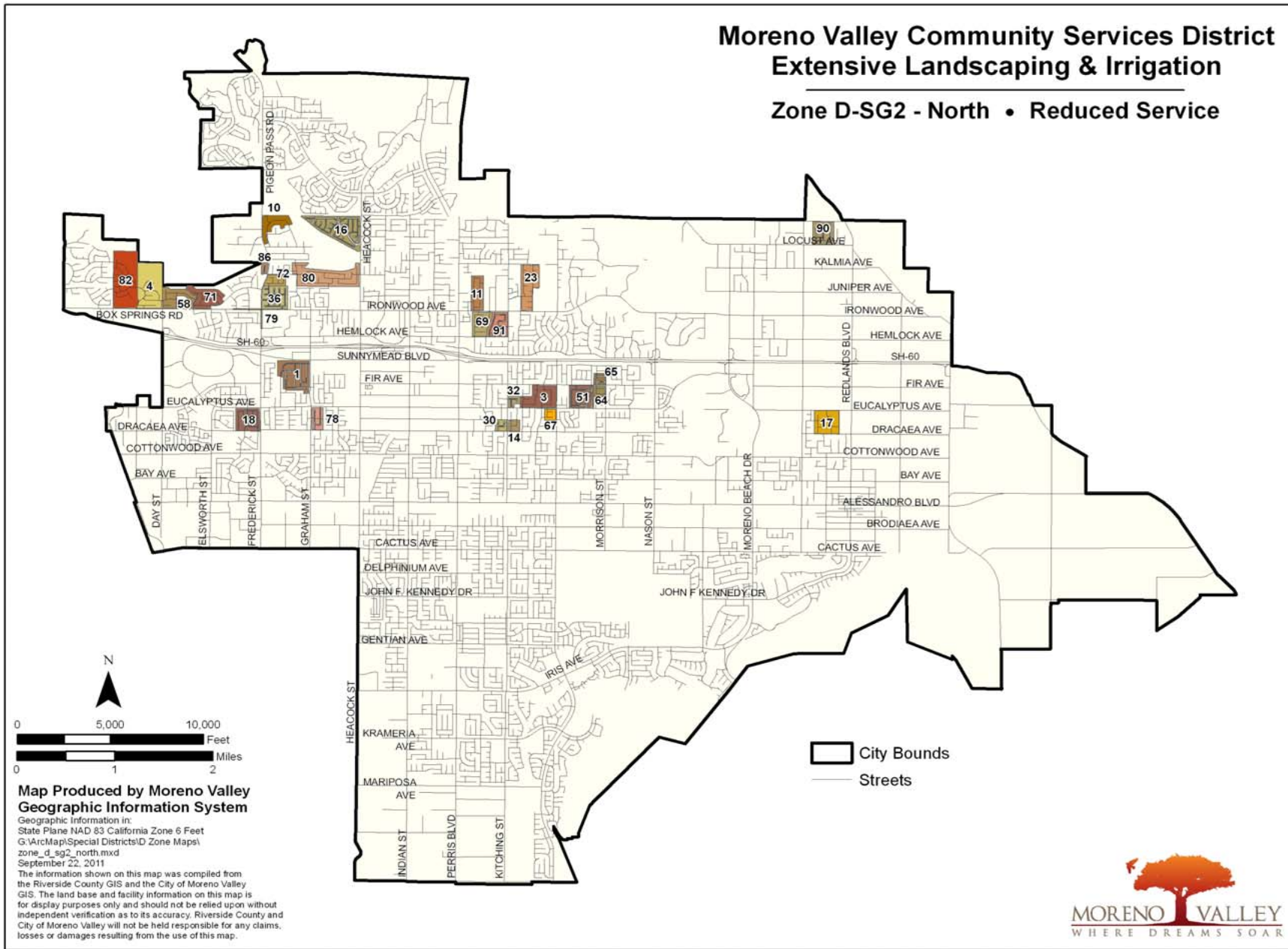
Item No. B.6

**Moreno Valley Community Services District
Extensive Landscaping & Irrigation**

Zone D-SG1 • Full Service

<u>Map ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
2	TR 12305	722
3	TR 12773	13,806
4	TR 12902	7,344
6	TR 14387	2,712
9	TR 16789	7,500
15	TR 18283	11,388
20	TR 19141	5,838
21	TR 19142	3,950
24	TR 19210	9,270
25	TR 19233	4,960
28	TR 19474	7,240
29	TR 19498	3,600
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,550
40	TR 19862	8,805
41	TR 19912	11,750
42	TR 19937	20,890
46	TR 20120	3,750
47	TR 20197	13,680
50	TR 20404	36,138
53	TR 20718	23,004
56	TR 20941	9,600
57	TR 21113	12,200
59	TR 21345	6,600
60	TR 21597	33,230
62	TR 21737	3,920
63	TR 21806	5,975
66	TR 22999	3,204
69	TR 28882	20,983
70	TR 20579	20,782
71	TR 21333	54,500
73	TR 22371	17,844
78	TR 10191/18468	10,871
79	TR 19080	20,291
80	TR 31269-1	43,723
81	TR 31268	7,058
83	TR 31591	16,445
85	TR 30967	18,013
86	TR 31257	26,686
87	TR 31424	8,750
88	TR 32625	17,826
89	TR 22889	16,438
90	TR 32018	11,306
91	TR 31269	7,450
92	TR 31129	12,395
93	TR 32715	12,715
<u>Total Area, Service Area:</u>	<u>633,757</u>	
<u>Total Acreage, Service Area:</u>	<u>14.55</u>	

**Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone D-SG2 - North • Reduced Service**



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Item No. B.6

**Moreno Valley Community Services District
Extensive Landscaping & Irrigation**

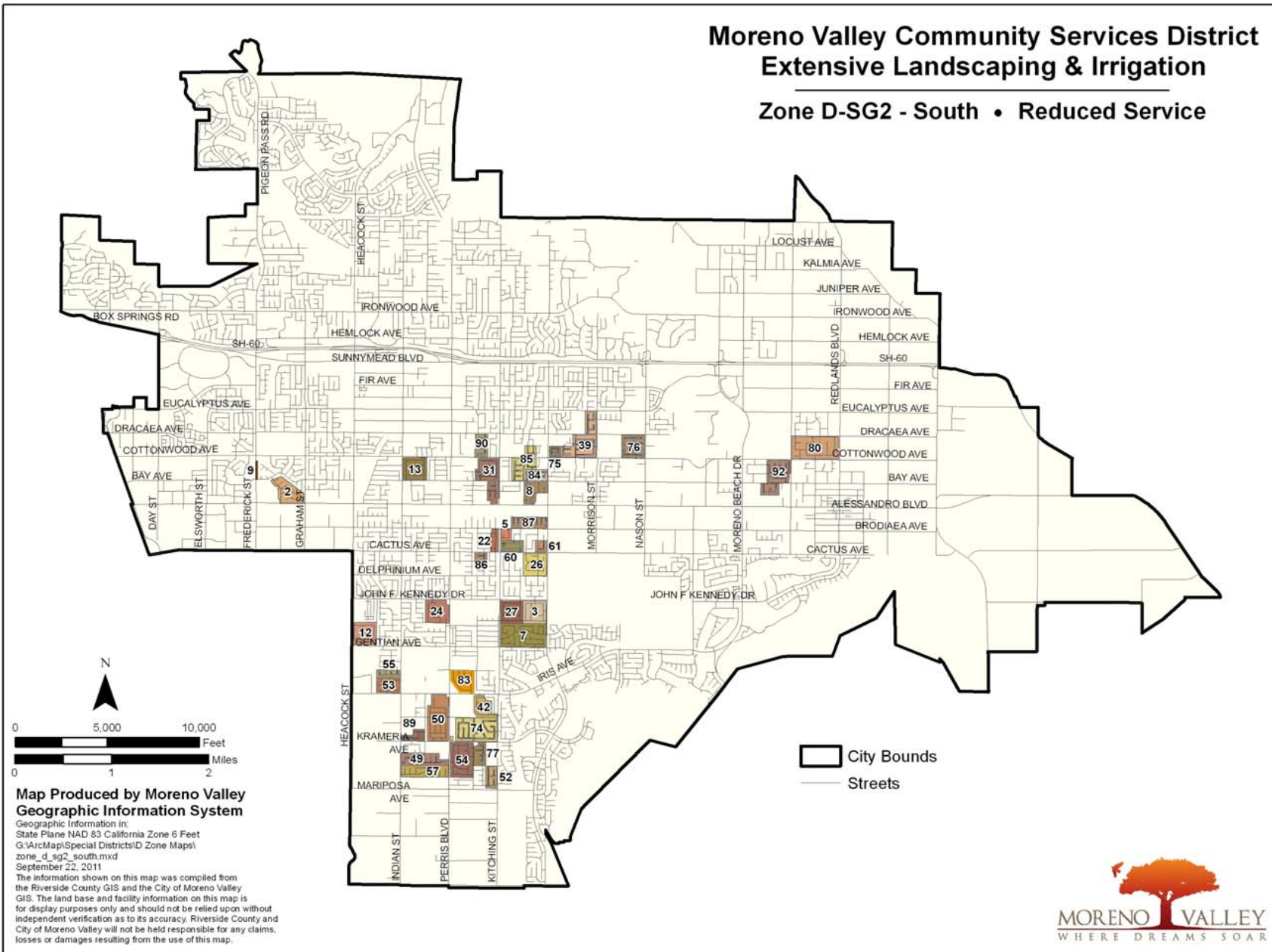
Zone D-SG2 - North • Reduced Service

<u>MAP ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
1	TR 11848	9,066
3	TR 16768	16,281
4	TR 17176	21,097
10	TR 20030	11,200
11	TR 20072	23,550
14	TR 17033	9,990
16	TR 18512/21322	59,940
17	TR 24721	6,882
18	TR 18930	38,849
23	TR 19208	17,680
30	TR 19500	3,636
32	TR 19799	17,652
36	TR 19551	36,364
51	TR 20525	16,500
58	TR 21332	19,440
64	TR 22276	11,690
65	TR 22277	20,485
67	TR 23046	16,000
69	TR 28882	20,983
71	TR 21333	54,500
72	TR 22093	8,873
78	TR 10191/18468	10,871
79	TR 19080	20,291
80	TR 19032	9,132
82	TR 20272	51,216
86	TR 31257	26,686
90	TR 17334	37,680
91	TR 18784/20906	30,432

Total Area, Service Area D-SG2 - North: 626,966

Total Acreage, Service Area D-SG2 - North: 14.39

Moreno Valley Community Services District Extensive Landscaping & Irrigation Zone D-SG2 - South • Reduced Service



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Item No. B.6



**Moreno Valley Community Services District
Extensive Landscaping & Irrigation**

Zone D-SG2 - South • Reduced Service

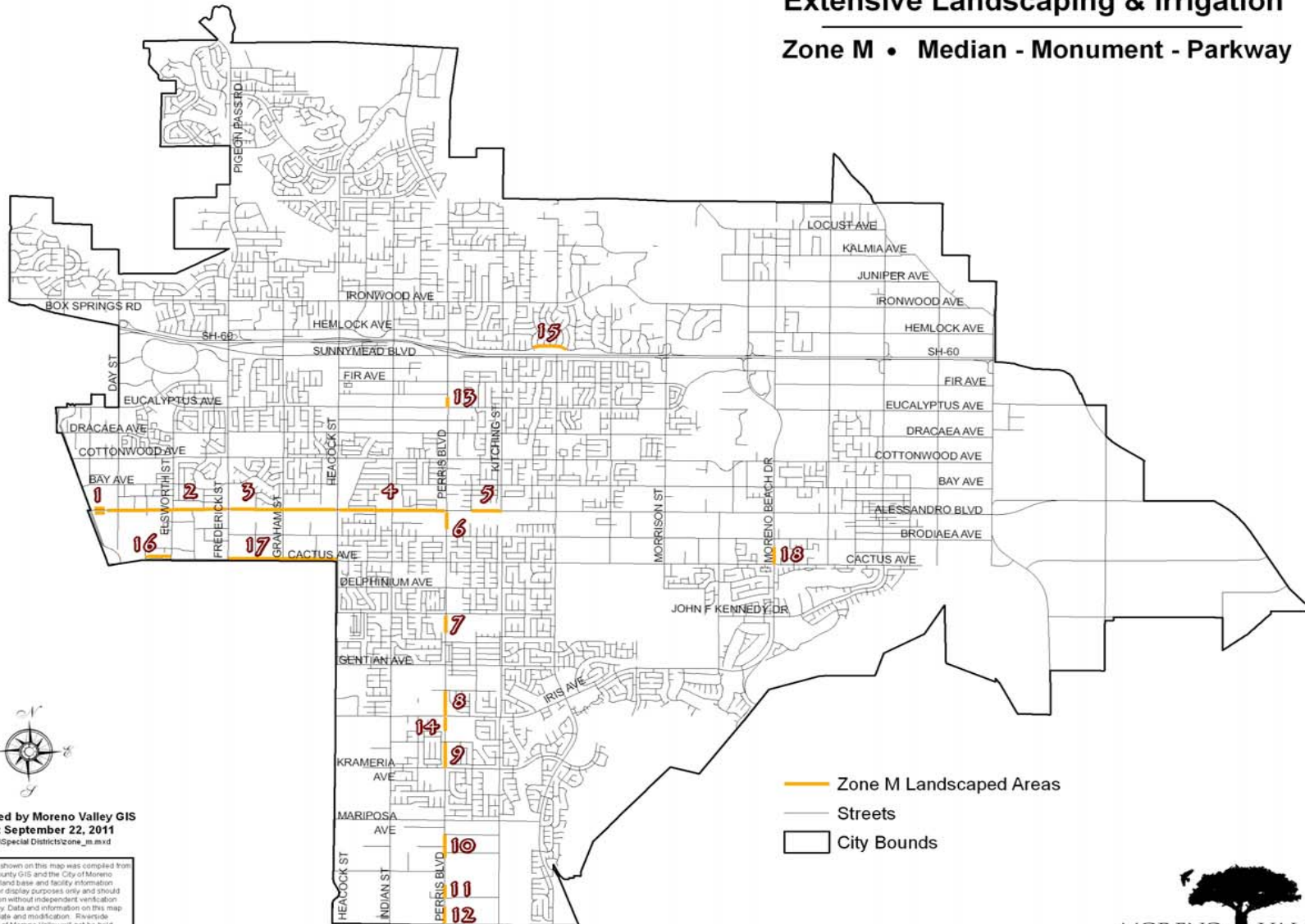
<u>MAP ID</u>	<u>Tract Number</u>	<u>Area (Sq. Ft.)</u>
2	TR 15387	9,049
3	TR 12773	13,806
5	TR 17387	4,384
7	TR 19685	62,530
8	TR 19518/18372	12,634
9	TR 19957	6,810
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
24	TR 19210	9,270
26	TR 19363	13,320
27	TR 19434	13,242
31	TR 19509	18,328
39	TR 19852	28,800
42	TR 19937	20,890
49	TR 20301	7,200
50	TR 20404	36,138
52	TR 20660	11,912
53	TR 20718	23,004
54	TR 20859	33,630
55	TR 20869	2,100
57	TR 21113	12,200
60	TR 21597	33,230
61	TR 21616	23,528
74	TR 20715	51,250
75	TR 27526	16,373
76	TR 30027	45,833
77	TR 29038	6,243
80	TR 31269-1	43,723
83	TR 15433	24,161
84	TR 13585	6,600
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17867	13,778
89	TR 22889	16,438
90	TR 32018	11,306
92	TR 31284	28,321

Total Area, Service Area D-SG2 - South: 707,703

Total Acreage, Service Area D-SG2 - South: 16.25

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone M • Median - Monument - Parkway



Map Created by Moreno Valley GIS
 Print Date: September 22, 2011
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Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
 - 17,895 square feet (includes 5,477 sq.ft. turf)
 - 8 trees
 - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
 - 60,423 square feet (includes 21,325 sq.ft. turf)
 - 75 trees
 - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
 - 68,445 square feet (includes 34,565 sq.ft. turf)
 - 64 trees
 - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
 - 15,609 square feet
 - 4 trees
 - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
 - 17,470 square feet
 - 21 trees
 - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
 - 471 square feet
 - 1 tree
 - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
 - 1,136 square feet
 - 3 trees
 - 3 remote control valves - 1 controller
8. North of Iris Ave
 - 2,200 square feet
 - 7 trees
 - 4 valves - 1 controller
9. North of Krameria Avenue
 - 3,324 square feet
 - 5 trees
 - 3 valves - 1 controller
10. At San Michele Road
 - 5,335 square feet
 - 10 trees
 - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
 - 4,110 square feet
 - 8 trees
 - 1 controller
12. Perris Blvd (South of Globe St)
 - 4,950 square feet
 - 12 trees
 - 7 valves - 1 controller

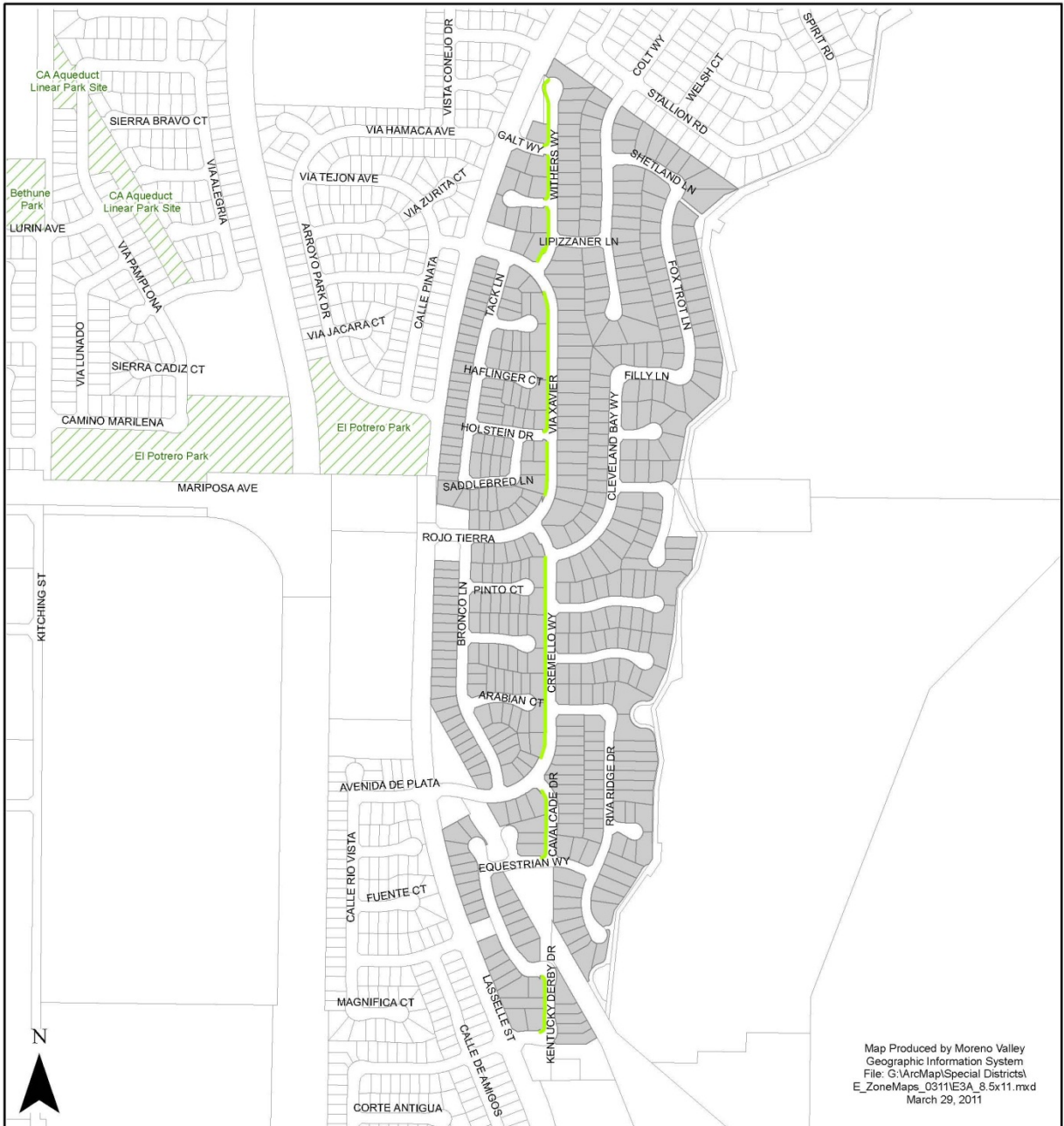
Elder Avenue Retention Basin Parkway

13. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
 - 471 square feet
 - 1 tree
 - 2 remote control valves - 1 controller

Cactus Avenue Medians

14. Cactus Ave. west of Elsworth
 - 2500 square feet
 - 5 trees
 - 4 valves - 1 controller

**Moreno Valley Community Services District
Extensive Landscape Maintenance (*Jardineria y mantenimiento general*)
Zone (Zona) E-3A • Lasselle Powerline Parkway
(*Areas de líneas de alta tensión por la Lasselle*)**



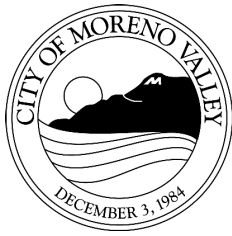
Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E_ZoneMaps_0311\E3A_8.5x11.mxd
March 29, 2011

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



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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

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

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: SECOND EXTENSION OF THE AMENDED AGREEMENT – PROJECT NO. E-4/11 MORENO VALLEY RANCH–EAST / DAYBREAK – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Extension of the Amended Agreement (“Second Extension Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. E-4/11, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for E-4 (Moreno Valley Ranch-East) and E-4A (Daybreak) areas.
2. Authorize the City Manager to execute the Second Extension Agreement for E-4/11 with TruGreen Landcare.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of \$119,625.32; including \$101,350.30 (\$95,770.32 for Zone E-4 and \$5,580.00 for Zone E-4A) for base services and \$18,275.00 (\$17,000.00 for Zone E-4 and \$1,275.00 for Zone E-4A) for additional work services.
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration) and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Amended Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of

shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On February 17, 2011, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from eight (8) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zones E-4 and E-4A. On June 14, 2011, upon an evaluation of the proposals and staff's recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD awarded the contract for landscape maintenance of Zone E-4 and Zone E-4A parkways and medians to TruGreen Landcare, Riverside, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was \$194,364.76 for standard service level landscape maintenance (\$179,564.76 for base services; \$14,800.00 for estimated additional work).

In June of 2011, as part of a Proposition 218 mail ballot process, Zone E-4 property owners did not approve an increase in their Zone E-4 charge to cover increased costs, which would allow for the continuation of providing standard service level landscape maintenance. On October 1, 2011, the landscape maintenance service level for the Zone E-4 service area was adjusted from the standard service level to the reduced service level, based on available funding. This change in service level reduced the base services from \$179,564.76 to \$120,903.93 for FY 2011/12, a \$58,660.83 savings for the remaining 9 months. This reduced the overall cost of the Agreement, including the additional work amount of \$14,800.00, from \$194,364.76 to \$135,703.93.

Beginning in FY 2012/13, the Agreement for landscape maintenance services for Zone E-4 and Zone E-4A had a combined base amount of \$101,350.32 (\$95,770.32 for Zone E-4 for reduced service level and \$5,580.00 for Zone E-4A for standard service level landscape maintenance along with an approved additional work amount of \$8,200.00 (\$6,900.00 in Zone E-4 and \$1,300.00 in Zone E-4A).

Due to budgetary constraints, which caused necessary staffing reductions in the Special Districts Division, tasks normally performed by field personnel, which include irrigation repair services had to be transitioned to the Contractor in order to keep up with the workload. This resulted in the need to amend the Agreement to increase the additional work amount from \$8,200.00 to \$18,300.00. The NTE cost of the Agreement as amended (Amended Agreement) for FY 2012/13 was \$119,650.32.

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Amended Agreement (Agreement and First Extension Agreement, collectively the Amended Agreement) and has agreed to extend the Amended Agreement based upon the same terms in accordance with the reduced service level for Zone E-4 and the standard service level for Zone E-4A.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Second Extension Agreement is being recommended for authorization in the NTE amount of \$119,625.32 (\$95,770.32 for Zone E-4 base maintenance services, \$5,580.00 for Zone E-4A base maintenance services, \$17,000.00 for Zone E-4 additional work, and \$1,275.00 for Zone E-4A additional work). This is the second of four possible extensions allowed per the terms of the Amended Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Amended Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than \$100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-4/11 Amended Agreement, as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-4/11						
	FY 2011/12 Original Agreement as Amended ¹	FY 2012/13 First Extension ²	FY 2013/14 Proposed Second Extension	FY 2014/15 Potential Third Extension ³	FY 2015/16 Potential Fourth Extension ³	Cumulative Total
Base	\$ 120,903.93	\$101,350.32	\$101,350.32	\$ 101,350.32	\$ 101,350.32	\$ 526,305.21
Additional Work	\$ 14,800.00	\$ 18,300.00	\$ 18,275.00	\$ 18,275.00	\$ 18,275.00	\$ 87,925.00
Total	\$ 135,703.93	\$119,650.32	\$119,625.32	\$ 119,625.32	\$ 119,625.32	\$ 614,230.21

¹ In FY 2011/12, the base amount of the Agreement for E-4 was reduced from the standard service level to the reduced service starting October 1, 2011. This adjusted the base amount of the Agreement from \$179,564.76 to \$120,903.93, a decrease of \$58,660.83.

² The Additional work Amount for FY 2012/13 includes the additional work amount as provided in the Extension Agreement (\$8,200.00) and First Amendment to the Agreement (\$10,100.00) for a total of \$18,300.00.

³ Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the Second Extension Agreement for E-4/11 with TruGreen Landcare in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Second Extension Agreement for E-4/11 with TruGreen Landcare; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$119,625.32 (\$95,770.32 for Zone E-4 base services, \$5,580.00 for Zone E-4A base services, \$17,000.00 for Zone E-4 additional work services, and \$1,275.00 for Zone E-4A for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zones E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak) both of which are located in the eastern portion of the Moreno Valley Ranch Specific Plan.*

2. Do not approve the Second Extension Agreement for E-4/11 with TruGreen Landcare in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Second Extension Agreement for E-4/11 with TruGreen Landcare; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$119,625.32 (\$95,770.32 for Zone E-4 base services, \$5,580.00 for Zone E-4A base services, \$17,000.00 for Zone E-4 additional work services, and \$1,275.00 for Zone E-4A for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zones E-4 (Moreno Valley Ranch – East) and E-4A (Daybreak) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-4 and E-4A may only be used for landscape maintenances services associated with the parkways and medians in Zones E-4 and E-4A. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year. These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-4/11 Second Extension Agreement for Zones E-4 and E-4A.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-4	TruGreen Landcare	5013-30-79-25711-620910	\$ 95,770.32	\$ 17,000.00	\$ 112,770.32
E-4A	TruGreen Landcare	5013-30-79-25712-620910	\$ 5,580.00	\$ 1,275.00	\$ 6,855.00
Total			\$ 101,350.32	\$ 18,275.00	\$ 119,625.32

CITY COUNCIL GOALS**Community Image and Positive Environment:**

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Second Extension Agreement for E-4/11 for FY 2013/14

Attachment 2: First Amendment to the Agreement

Attachment 3: Extension to the Agreement (First Extension Agreement) for E-4/11 for FY 2012/13

Attachment 4: Agreement for E-4/11 for FY 2011/12

Attachment 5: Site Map – Zone E-4 Moreno Valley Ranch – East

Attachment 6: Site Map – Zone E-4A Daybreak

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

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

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

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

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

WHEREAS, written notification was provided to the Contractor that effective October 1, 2011, the service levels and contract costs for maintenance would be adjusted from the full service level to the reduced service level for Zone E-4, with E-4A remaining at a full service level; and,

WHEREAS, the change in the service level in accordance with Exhibit E., 9., Schedule II, A., of the Agreement provides the monthly and annual costs for service levels, which total \$95,770.32 annually for reduced service level landscape maintenance for Zone E-4 and \$5,580.00 annually for full service level landscape maintenance for Zone E-4A; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, a First Amendment to the Agreement (First Amendment and Agreement hereinafter collectively referred to as "Amended Agreement") was approved by the CSD Board to increase the additional work amount of the Agreement from \$8,200.00 to \$18,300.00, an increase of \$10,100.00); and,

WHEREAS, the Amended Agreement for FY 2012/13 totaled \$119,650.32 (\$95,770.32 for Zone E-4 base services, \$5,580.00 for Zone E-4A base services, \$17,000.00 for Zone E-4 additional work, and \$1,275.00 for Zone E-4A additional work); and,

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

WHEREAS, landscape maintenance services as provided under the Amended Agreement are being sufficiently performed; and,

WHEREAS, pursuant to the terms of the Amended Agreement, both parties wish to extend the Amended Agreement (Second Extension Agreement); and,

WHEREAS, the Amended Agreement as extended (Second Extension Agreement) shall be extended for a period of twelve (12) months under the following terms:

1. The Second Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014**.
2. In accordance with Exhibit D., 1., B., of the Agreement, this Second Extension Agreement shall be considered the second of four possible extensions of the Agreement.
3. For the period of this Second Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Second Extension Agreement for maintenance of the parkway and median areas of E-4 and E-4A consistent with the payment terms (Exhibit C) of the Agreement in the total amount of **EIGHT THOUSAND FOUR HUNDRED FORTY-FIVE AND 86/100 DOLLARS (\$8,445.86)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED ONE THOUSAND THREE HUNDRED FIFTY AND 32/100 DOLLARS (\$101,350.32)**.
4. Notwithstanding, Exhibit E., 9., B., 3., A. and B., on page 85, of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this Extension shall be as follows:
 - a. Additional parkway areas, planters (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.0075/sq.ft./mo.**
 - b. Additional parkway areas, turf (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.006/sq.ft./mo.**

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

5. Notwithstanding Exhibit C., 2., E., of the Agreement, for the period of this Second Extension Agreement and except as specifically approved by subsequent action of the CSD Board or City Manager as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Second Extension Agreement or the original Agreement in excess of the cumulative total of **EIGHTEEN THOUSAND TWO HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$18,275.00)**. This additional work amount would allocate seventeen thousand and 00/100 dollars (\$17,000.00) for additional work in Zone E-4 and one thousand two hundred and seventy-five and 00/100 dollars (\$1,275.00) in Zone E-4A.
6. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

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

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

Moreno Valley
Community Services District

Contractor: TruGreen Landcare

By: _____
Title: City Manager, Acting in the capacity of
District Manager to the Moreno Valley
Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or Assistant
Secretary

Date: _____

Affix Corporate Seal Below

**FIRST AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
MORENO VALLEY COMMUNITY SERVICES DISTRICT
MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION**

PROJECT NO. E-4/11

This First Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "CSD," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for R.F.P. NO. E-4/11 - PROJECT NO. E-4/11, hereinafter referred to as "Agreement," dated August 18, 2011; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of landscaping and irrigation of the landscaped parkways and medians for E-4 (Moreno Valley Ranch-East) and E-4A(Daybreak) as provided in the Agreement; and,

WHEREAS, an extension agreement was entered into on July 26, 2012 for the 2012/13 Fiscal Year ("FY") the "First Extension Agreement"; and

WHEREAS the First Extension Agreement was authorized in the not-to-exceed (NTE) amount of \$109,550.32 (\$101,350.32 for base maintenance services, to be paid at a rate of \$8,445.86 per month, one month in arrears and \$8,200.00 for additional work); and,

**FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-4/11**

WHEREAS, the amount of additional work that has been identified is greater than anticipated when the First Extension Agreement was entered into, which will require an increase in the First Extension Agreement's additional work allocation of \$10,100.00 from \$8,200.00 to \$18,300.00 (\$17,000 for E-4 and \$1,300 for E-4A), to cover the cost of additional services, which includes but is not limited to labor and materials, for irrigation repairs and replanting, to be performed or provided by the Contractor; and,

WHEREAS, it is desirable to amend the First Extension Agreement, to increase the NTE amount from \$109,550.32 to \$119,650.32 to cover the additional costs of services, at the unit prices as listed in Exhibit E, Section 9., letter B. of the Agreement.

SECTION 1 FIRST AMENDMENT to the FIRST EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the First Extension Agreement Section 5. from eight-thousand two hundred and 00/100 dollars (\$8,200.00) to eighteen thousand three hundred and 00/100 dollars (\$18,300.00) to accommodate additional labor and material costs associated with irrigation and replanting services, for a total NTE of \$119,650.32 (\$101,350.32 for base and \$18, 300 for additional work).

SECTION 2

2.1 Except as otherwise specifically provided in this First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

**FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. E-4/11**

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

Moreno Valley Community Services District

Contractor: TruGreen Landcare
[Signature]
Title: (President or Vice President) *Branch Manager*

By: _____
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: 5/17/13

INTERNAL USE ONLY
ATTEST: _____ City Clerk
APPROVED AS TO LEGAL FORM: _____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL: _____ Department Head
_____ Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (610) 832-8240

Effective Term: 07/01/2013 - 06/30/2014

INCREASE / DECREASE RIDER

Rider to be attached to and form a part of Bond Number 015030479, dated the 26th day of June, 20 12, issued by Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as Surety (the "Surety"), on behalf of TruGreen LandCare, a California General Partnership, as principal (the "Principal"), in favor of Moreno Valley Community Services District

as obligee (the "Obligee").

It is understood and agreed that the penal sum of the attached bond is hereby increased (increased/decreased) from One Hundred One Thousand Three Hundred Fifty and 32/100 (\$ 101,350.32) Dollars, to One Hundred Nineteen Thousand Six Hundred Fifty and 32/100 (\$ 119,650.32) Dollars.

This change is effective the 1st day of July, 20 13.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

DATED as of this 16th day of May, 20 13.

WITNESS / ATTEST:

[Signature]
Renato Reyes, Account Manager

TruGreen LandCare, a California General Partnership
(Principal)
By: [Signature] (Seal)
Name: Janina Monroe
Title: Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)
By: [Signature] (Seal)
Attorney-in-Fact: Michelle Haase

ACCEPTED:

By: _____

Date: _____

Project No. E-411: Maintenance of Parkway and Median Landscaping and Irrigation.

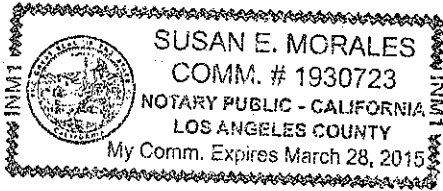
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

On MAY 16 2013 before me, Susan E. Morales, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Janina Monroe
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Susan E. Morales
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

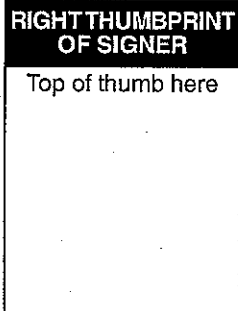
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Janina Monroe

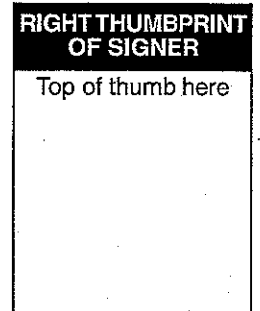
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

TRUGREEN LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

<u>EMPLOYEE</u>	<u>LOCATION</u>
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Montoe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

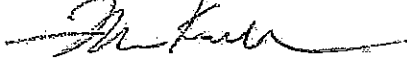
This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

<u>SUBSIDIARIES</u>	<u>FEDERAL EMPLOYER IDENTIFICATION NUMBER</u>
TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

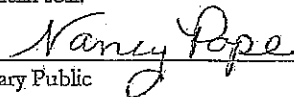
By: 
Vidyadhar Kulkarni, President & CEO

(Signature to be notarized)

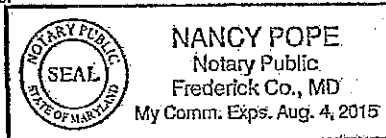
STATE OF MARYLAND
COUNTY OF FREDERICK

On this 17th day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainor, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:



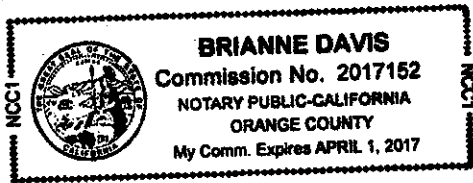
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On MAY 16 2013 before me, Brianne Davis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michelle Haase
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xx subscribed to the within instrument and acknowledged to me that he/she/xxx executed the same in ~~his/her/xxx~~ authorized capacity(x), and that by ~~his/her/xxx~~ signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Brianne Davis
Signature of Notary Public Brianne Davis

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

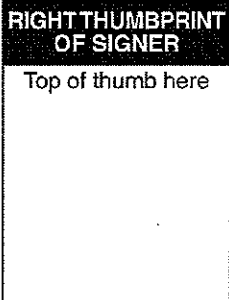
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

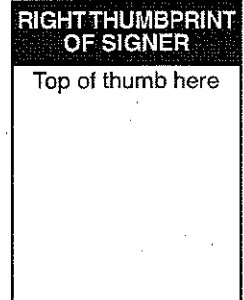
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, JEREMY YEUNG, TIMOTHY J. NOONAN, MICHELLE HAASE, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 6th day of September, 2011



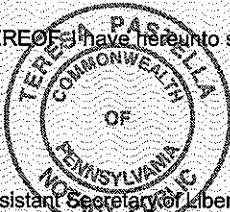
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this MAY 16 2013 day of



By Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

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

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

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**.
2. In accordance with Exhibit D, Section 1 B. of the Agreement, this Extension shall be considered the first of four possible Extensions of this Agreement.
3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement in the total amount of **EIGHT THOUSAND FOUR HUNDRED FORTY-FIVE 86/100 (\$8,445.86)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED ONE THOUSAND THREE HUNDRED AND FIFTY 32/100 DOLLARS (\$101,350.32)**.
4. Notwithstanding, Exhibit E, Section B, 3. A. and B. on page 85, of the Agreement, the unit cost set forth in the Additional Work Price List, for any landscape areas added to the project during the period of this Extension shall be as follows:
 - a. Additional parkway areas, planters (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.0075/sq.ft./mo.**
 - b. Additional parkway areas, turf (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.006/sq.ft./mo.**

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

5. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **EIGHT THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$8,200.00)**.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

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

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

Moreno Valley
Community Services District

Contractor: TruGreen Landcare

By: [Signature]
Title: Mayor, Acting in the capacity of
President of the Board of Directors of
the Moreno Valley Community
Services District

By: [Signature]
Title: (President or Vice President)
Tim Martinez, Region Manager

Date: 7/26/12

Date: _____

INTERNAL USE ONLY

ATTEST:

[Signature]
City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

7-9-12

Date

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

7/19/12

Date

By: _____
Title: Corporate Secretary or Assistant
Secretary

Date: _____
Affix Corporate Seal Below

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INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

**MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	TruGreen Landcare
Street Address	1616 Marlborough Ave.,
Street Address	Bldg. S
City, State, Zip	Riverside, CA 92507
Mailing Address	
(If same as Street Address, write same or same as above)	Same as Above
Business Phone (with area code)	(951) 688-6880
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(951) 686-1436
Email Address	
Social Security Number	
Business License Number	07754
Federal Tax ID Number	36-4313318
Contractor's License Number & Classification	774548 C-51, D-49, C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:
- General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:
- | | |
|-----------------|---|
| Bodily Injury | \$1,000,000 per occurrence/ \$2,000,000 aggregate |
| Property Damage | \$1,000,000 per occurrence/ \$2,000,000 aggregate |
- Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.
- Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the

as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

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

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

EXHIBIT A
R.F.P. NO. E-4/11
PROJECT NO. E-4/11

**MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

1. SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

- G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

- A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

12. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

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

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.
8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.
13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.
14. Aeration:
 - (a) All turf areas shall be aerated three (3) times annually;
 - (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;
 - (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

- (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
7. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
 8. The following practices shall not be allowed:
 - (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 - (c) Use of pruning paint/pruning compound/wound dressing;
 - (d) Use of climbing spurs or gaffs.
 9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
 10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.
 11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
 12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
4. Any shrub shall be pruned and/or trimmed at any time in order to:

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').
3. Ground covers shall be pruned/trimmed at any time in order to:
 - (a) Remove dead, diseased, or damaged branches/crowns;
 - (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) In accordance with accepted practices for the particular species in question;
 - (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
5. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.
8. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.
2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
6. Automatic irrigation systems shall:
 - (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;
 - (b) Be turned off during periods of rainfall, or as directed by District field staff;
 - (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
 - (a) Be operated only when Contractor's personnel are present on site;
 - (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;
 - (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.
9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
2. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.
3. All hardscape areas, including but not limited to sidewalks, curbs, and

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
2. Humus base fertilizers to be applied by drop spreader only.
3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

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

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of

the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.
3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

- (c) The Director may require that all *Pyrus* and *Pyracantha* species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (d) The Director may require that all *Juniperus*, *Pinus*, *Cupressus* and *Pyracantha* species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

- (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.
8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.
13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.
14. Aeration is considered Additional Work, per Exhibit C., Section 2.
15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.
3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.
4. Any tree shall be pruned at any time in order to:

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.
11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
4. Any shrub shall be pruned and/or trimmed at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
 - (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution

5. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.
8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.
2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.
4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
5. Chemical weed control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.
6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather

- (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.
9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
2. Contractor shall make a minimum of one (1) visitation per month of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.
3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.
5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.
 - (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
 - (b) Failure to adhere to the specifications of this section of the Special

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.
3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. - Use of Chemicals. Any changes to said list shall be reported per Section 8. - Use of Chemicals.
6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

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

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. - Use of Chemicals. Any changes to said list shall be reported per Section 8. - Use of Chemicals.
4. Written notification to the Director is required five (5) days prior to fertilizer application.
5. Fertilizer application reporting specifications, - See Section 3. - Functions and Responsibilities and Section 8 - Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of

Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.
3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control
 - (a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.
 - (b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass
Kikuyu Grass
Nutsedge

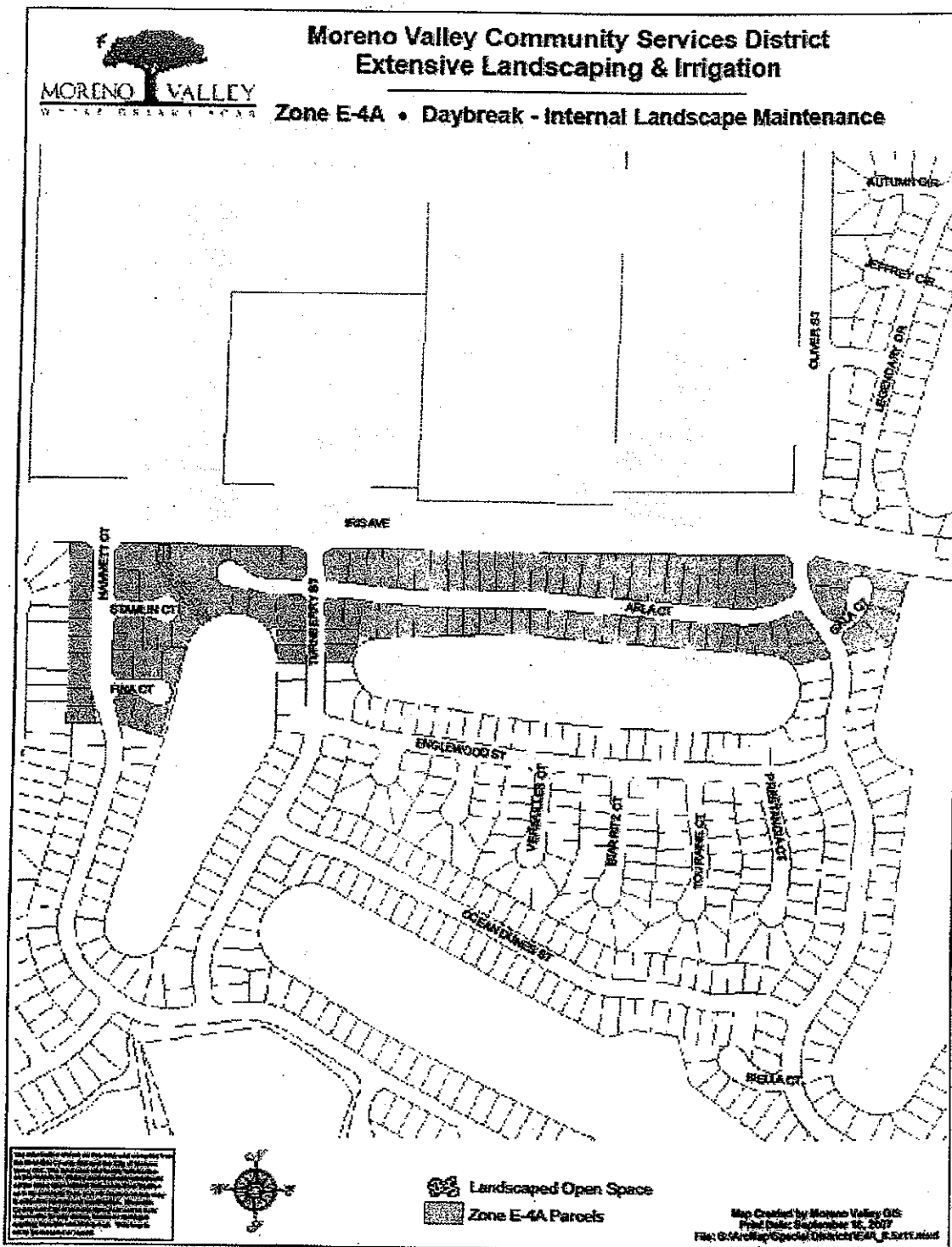


EXHIBIT B: District Responsibilities

R.F.P. NOE-4/11
PROJECT NO. E-4/11

**MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

1. CONTRACT SUPERVISION

- A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.
- C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.
- D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).
- E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of \$14,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or

EXHIBIT D: Term of Contract

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

**MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

1. TERM OF CONTRACT

- A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:
- That the Contractor's performance during the preceding twelve months has been satisfactory, and;
- That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.
- D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: TRUGREEN LANDSCAPE

TYPE

- Sole proprietor _____
- Partnership X
- Corporation _____

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:

1616 MARLBOROUGH AV. Bld. S
RIVERSIDE, CA. 92507

MAIN OFFICE PHONE NUMBER: 951-688-6880

SATELLITE OFFICE ADDRESS (if applicable):

SATELLITE OFFICE PHONE NUMBER _____

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548
C-61, D-49, C-27

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10

LICENSE EXPIRATION DATE: 2-29-12

CURRENT LICENSE STATUS: ACTIVE

R.F.P. NO. E-4/11

- TYPE: DUMP TRUCKS F-450 NUMBER: 9
 - TYPE: _____ NUMBER: _____
- B POWER EQUIPMENT
- TYPE: MOWERS 21", 36", 48", 60" NUMBER: 64
 - TYPE: BLOWERS NUMBER: 48
 - TYPE: HEDGE TRIMMERS NUMBER: 47
 - TYPE: WEEDEATERS NUMBER: 52

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
 - A. NAME AND ADDRESS OF AGENCY;
 - B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
 - C. CONTRACT NAME(S) / NUMBER(S);
 - D. ANNUAL CONTRACT AMOUNT(S);
 - E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
 - F. LOCATION(S) OF CONTRACT AREAS - WE WILL VISIT SITE(S);
 - G. LENGTH OF CONTRACT(S).
3. THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:
 - A. How many (number) of contracts and years under contract?
 - B. What are/were the Scope of the contract(s), acreage amounts, location(s)?
 - C. What are/were the Contract amount(s)?
 - D. Do/did they have adequate (quantity/quality) staffing?
 - E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
 - F. Does staff have the ability to comprehend/speak English?
 - G. How are/were the appearance, uniforms, and use of safety equipment?
 - H. Do/did they have availability of additional personnel for extra work/special projects?
 - I. Is/was the equipment used in good working order?
 - J. Do/did they have an effective in-company communications system?
 - K. How is/was the knowledge of project/contract standards?
 - L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

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- M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
- N. How accurate & timely is/was billing/invoicing?
- O. Have Contract(s) been successfully completed to term?
- P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

- A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

RIVERSIDE OFFICE
1616 MARLBOROUGH AV. BLD. S
RIVERSIDE, CA. 92507

- B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:** LAZER RIDING MOWER, 36" Walk behind Mower, 21" Mower, Power Edger, Hedge Trimmers, Blowers, Weed eater, Chain saw

2. **Motor Vehicles:**
1- Stake Bed F-350
1- Pick-up F-150
1- Spray Truck F-350 w/ Bubble Tanks.

3. **Turf Maintenance Power Equipment/Tools:**
Power Edgers & Mowers above under equipment.

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- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**

(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Conrado Sigala - Area Manager

Lori Ledesma - Office Admin.

Foreman and labors who be assigned to job.

2. **Tree Trimming/Maintenance:**

(List any ISA or equivalent certified personnel)

Rafael Gomez - ISA Certified

3. **Irrigation System Maintenance:**

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Gilberto Castillo - Irrigation Tech

4. **Pesticide Application:**

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

Ray Velasquez - QAL 103311

Manny Mendes - QAL 100444

R.F.P. NO. E-4/11

**PROPOSED PROJECT WORK SCHEDULES - FULL SERVICE
E-4 MONTHLY SCHEDULE SHEET**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Man Crew - 32 Hrs. 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding - Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew - 32 Hrs. 1 Irrigator 8 Hrs.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks -Meeting Inspector 1 Hr. 3 Man Crew 24 Hrs. 1 Irrigator 8 Hrs.	OFF
WEEK #2 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Man Crew - 32 Hrs. 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew - 32 Hrs. 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 3 Man Crew 24 Hrs. 1 Irrigator 8 Hrs.	OFF
WEEK #3 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Man Crew - 32 Hrs. 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks -Meeting Inspector - 1 Hr. 3 Man Crew 24 Hrs. 1 Irrigator 8 Hrs.	OFF
WEEK #4 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Man Crew 32 Hrs. 1 Irrigator 8 Hrs.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 3 Man Crew 24 Hrs. 1 Irrigator 8 Hrs.	OFF -Reports Submittals 1 Hr.

WINTER SCHEDULE NOV - APRIL

R.F.P. NO. E-4/11

**PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-4A MONTHLY SCHEDULE SHEET**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			<ul style="list-style-type: none"> -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 Hrs. 	
WEEK #2			<ul style="list-style-type: none"> -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/2 day 8 Hrs 	
WEEK #3		Irrigator 2 Hrs.	<ul style="list-style-type: none"> -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 Hrs. 	
WEEK #4		Meeting Inspector. 1/2 Hr.	<ul style="list-style-type: none"> -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing sidewalks. 2 Men Crew 1/2 day 8 Hrs. 	Report Submittals 1/4 Hr.

R.F.P. NO. E-4/11

PROPOSED PROJECT WORK SCHEDULES - FULL SERVICE
E-4 ANNUAL SCHEDULE SHEET

<p>JANUARY</p>	<p>FEBRUARY</p>	<p>MARCH</p> <ul style="list-style-type: none"> - Turf Aeration - Growpower - Turf - Pre-emergent granual for bed areas.
<p>APRIL</p> <p>23-5-10 / Best Poly Supreme (Shrub & Ground Cover)</p>	<p>MAY</p>	<p>JUNE</p>
<p>JULY</p>	<p>AUGUST</p>	<p>SEPTEMBER</p> <p>23-5-10 / Best Poly Supreme (Shrub & Ground Cover)</p>
<p>OCTOBER</p> <p>Turf Aeration Growpower - Turf - Pre-emergent granual for bed areas.</p>	<p>NOVEMBER</p>	<p>DECEMBER</p>

R.F.P. NO. E-4/11

**PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-4A ANNUAL SCHEDULE SHEET**

JANUARY	FEBRUARY	MARCH -Pre-emergent granual for bed areas.
APRIL 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)	MAY	JUNE
JULY	AUGUST	SEPTEMBER 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)
OCTOBER -Pre-emergent granual for bed areas.	NOVEMBER	DECEMBER

R.F.P. NO. E-4/11

4. **PROPOSED ANNUAL MATERIAL SCHEDULE**A. **Fertilizers:**

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
- Growpower Fertilizer	3500 lbs.	\$2050.00
- Best 23-5-10 Poly Supreme	3500 lbs.	\$1800.00

B. **Pesticides:**

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro	28 Gal	\$550
Fusilade - Post grass control	3 QT.	\$250
Ronstar - Pre-emergent	35 Bags	\$3075
Snail bait	200 lbs.	\$475

R.F.P. NO. E-4/11

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Industries

1850 AGUA MANSA RD.

Riverside, CA. 92509

951-685-5516

R.F.P. NO. E-4/11

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Manuel Mendes
PRINTED NAME MANUEL MENDES
TITLE BRANCH MANAGER
COMPANY NAME TRUGREEN LANDSCAPE
DATE 02-17-11

R.F.P. NO. E-4/11

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: TRUGREEN LANDSCAPE
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-4 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 617,667 sq. ft.	\$ 0.015	\$9,265.00	\$111,180.00
		Turf: 588,060 sq. ft.	\$ 0.0089	\$5,233.73	\$62,804.76
	Reduced	Planter: 617,667 sq. ft.	\$ 0.0075	\$4632.50	\$55,590.00
		Turf: 558,060 sq. ft.	\$ 0.006	\$3348.36	\$40,180.32
E-4A LANDSCAPE PARKWAYS (currently full service)	Full	Planter 31,000 sq. ft.	\$ 0.015	\$465.00	\$5,580.00
	Reduced	Planter 31,000 sq. ft.	\$ 0.0075	\$232.50	\$2,790.00

The Total Amount of the Service Proposal shall be based on current service levels (Full service for E-4 Parkways & Medians and Full service for E-4A Parkways):

Figures: \$ 179,564 and 76 /100's Dollars

Words: One hundred seventy-nine thousand, five hundred sixty-four and seventy six /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s) 0 has/have been received and is/are made a part of this proposal.

Samuel Gards
(AUTHORIZED SIGNATURE AND TITLE)

02-17-11
(DATE)

R.F.P. NO. E-4/11

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %
2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.
 - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.015 /sq. ft./mo.
 - B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.0089 /sq. ft./mo.
3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.
 - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.0075 /sq. ft./mo.
 - B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.006 /sq. ft./mo.
4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TRUGREEN LANDSCAPE
(Company Name)

R.F.P. NO. E-4/11

11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10% of Bid Amount, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 02-17-11Signature of Proposer Samuel MendezBy TRUGREEN LANDSCAPEAddress of Proposer 1616 Marlborough Av. Bld S
Riverside, CA 92507Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Company:

(If a Corporation)Signature of Proposer _____By _____Title _____Business Address _____



February 15, 2011

Manny Mendez
TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP
1616 Marlborough Ave., Bldg. S
Riverside, CA 92507

Re: CITY OF MORENO VALLEY
Project: Project No.E-4/11 - Moreno Valley Ranch-East/Daybreak, Maintenance of Parkway & Median Landscaping and Irrigation.
Estimated Contract Price: \$ 185,000.00
Bid Date: 2/17/2011
Surety: LIBERTY MUTUAL INSURANCE COMPANIES

Dear Manny:

Enclosed please find the above captioned bid bond, executed per your request.

It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,


Vivian Carti
Senior Surety Analyst

Your bid results are very important, please mail or fax this information back to the address below within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____

Where did you place _____ And your price \$ _____

If awarded contract, is final bond required? Yes No

Aon Risk Services Northeast, Inc.
199 Water Street, New York, NY 10038 • tel: 212 479-3721 • fax: 212 479-4269

R.F.P. NO. E-4/11

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: <u>TruGreen LandCare, a California General Partnership</u>	Name: <u>Liberty Mutual Insurance Company A(XV)CA</u>
Address: <u>1616 Marlborough Ave., Bldg. S Riverside, CA 92507</u>	Address: <u>175 Berkeley Street Boston, MA 02116</u>
Tel. No.: <u>(951) 688-6880</u>	Tel. No.: <u>(201) 327-6603</u>
By: <u>Cynthia Farrell Cynthia Farrell, Attorney-In-Fact</u>	By: <u>Vivian Carl Vivian Carl, Attorney-in-Fact</u>

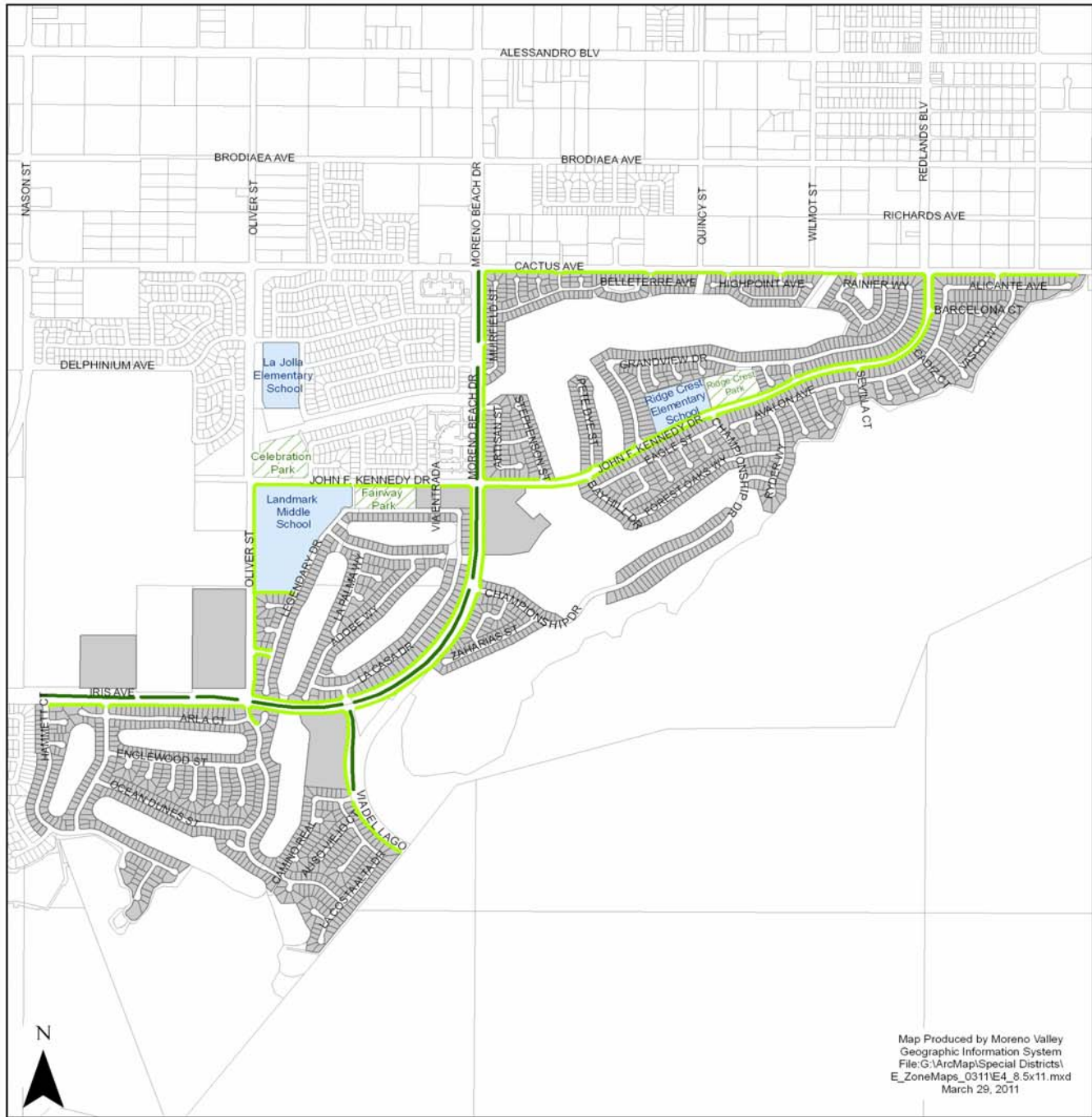
SIGNING INSTRUCTIONS

- The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.
- The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

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

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



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E_ZoneMaps_0311\E4_8.5x11.mxd
March 29, 2011

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

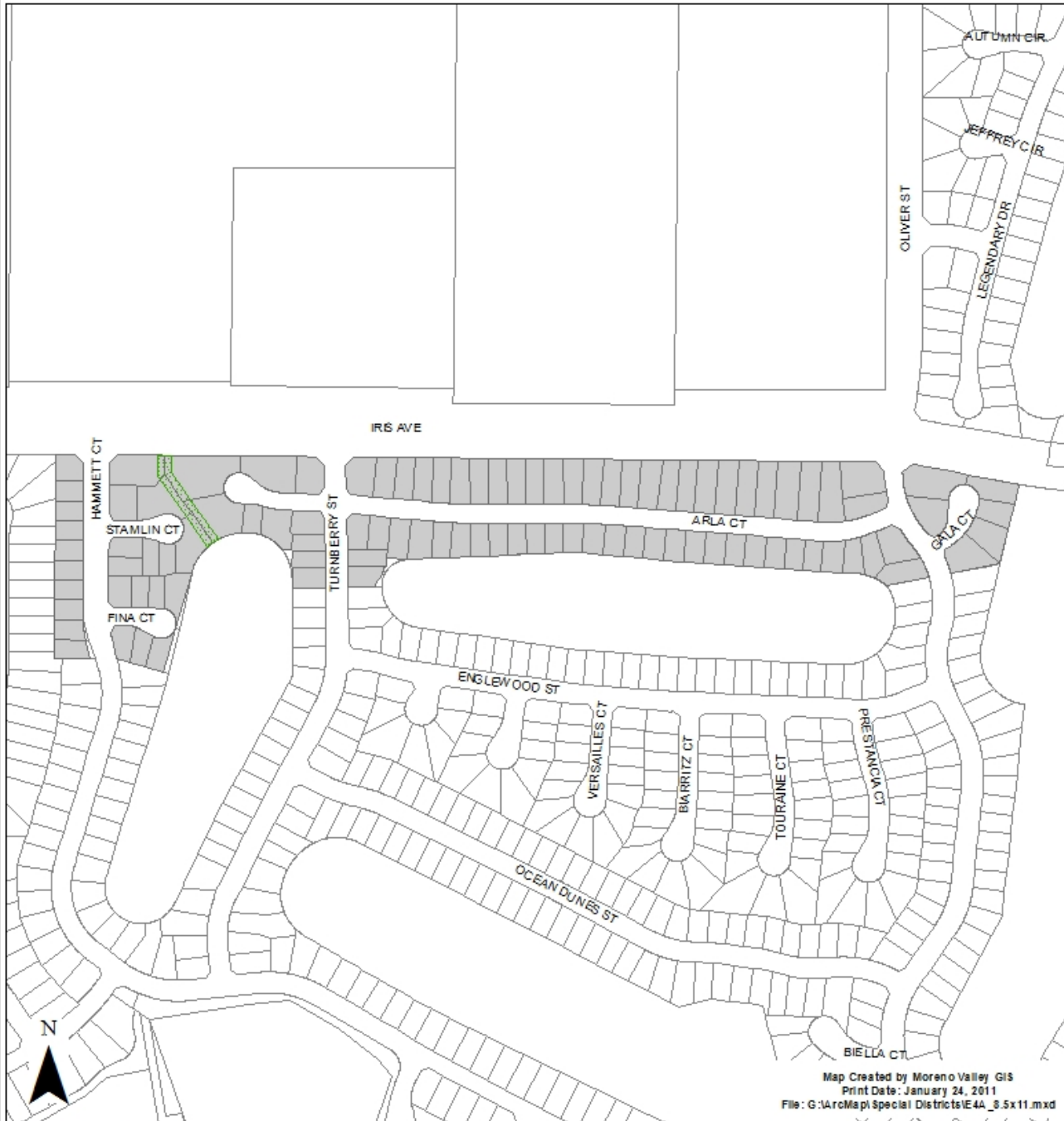
- Landscaped Parkway (*Areas Ajardinadas*)
- Landscaped Median (*Medianas Ajardinadas*)
- Zone E-4 Parcels (*Zona E-4 Parcelas*)





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Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-4A ♦ Daybreak - Internal Landscape Maintenance

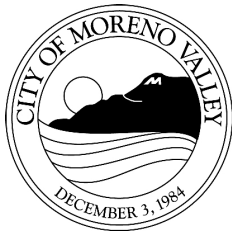


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-  Landscaped Open Space
-  Zone E-4A Parcels



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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

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

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: SECOND EXTENSION OF THE AGREEMENT – PROJECT NO. E-81415/11 PROMONTORY PARK/MAHOGANY FIELDS/CELEBRATION - MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Second Extension of the Agreement (“Second Extension Agreement”) for Maintenance of Parkway Landscaping and Irrigation Project No. E-81415/11, with Merchants Landscape Services, Inc., 1510 S. Lyon Street, Santa Ana, CA 92705 for Zone E-8 (Promontory Park), Zone E-12 (Stoneridge Ranch), Zone E-14 (Mahogany Fields), and Zone E-15 (Celebration) areas.
2. Authorize the City Manager to execute the Second Extension Agreement for E-81415/11 with Merchants Landscape Services, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Merchants Landscape Services, Inc. in the not-to-exceed (NTE) amount of \$81,194.64 (\$14,710.44 for Zone E-8, \$16,779.00 for Zone E-12, \$36,546.72 for Zone E-14 and \$13,158.48 for Zone E-15) for base services and \$28,650.00 (\$8,250.00 for Zone E-8, \$6,600.00 for Zone E-12, \$7,300.00 for Zone E-14, and \$6,500.00 for Zone E-15) for additional work services.
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the

City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of

shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. "Additional work services" include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone's service area at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On February 24, 2011, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from five (5) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zones E-8, E14, and E-15. On August 4, 2011 upon staff's evaluation of the proposals and recommendation, the City Manager, acting in the capacity as District Manager to the Board of Directors of the Moreno Valley CSD, with approval as to legal form by the City Attorney, awarded the contract for landscape maintenance of Zones E-8, E14, and E-15 parkways and medians to Merchants Landscape Services, Inc., Santa Ana, California (the "Contractor"). The amount of the Agreement for the initial twelve-month term was \$79,215.64 for standard service level landscape maintenance (\$64,415.64 for base services; \$14,800.00 for estimated additional work) for FY 2011/12.

On June 12, 2012, the CSD Board Extended the Agreement for FY 2012/13 (First Extension Agreement), which included the addition of parkway and median areas associated with Zone E-12 (Stoneridge Ranch). Beginning in FY 2012/13, the Agreement for landscape maintenance services for Zone E-8, Zone E-14, Zone E-15 and the inclusion of Zone E-12, all at the standard level of landscape maintenance, had a combined base amount of \$81,194.64 (\$14,710.44 for Zone E-8, \$36,546.72 for Zone E-14, \$13,158.48 for Zone E-15, and \$16,779.00 for Zone E-12) and a combined additional work amount of \$17,300.00 (\$5,500.00 for Zone E-8, \$5,300.00 for Zone E-14, \$4,000.00 for Zone E-15 and \$2,500.00 for Zone E-12) for a NTE Agreement amount of \$98,494.64 for FY 2012/13.

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and First Extension Agreement, and has agreed to extend the Agreement (Second Extension Agreement) based upon the same terms in accordance with the standard service level for Zones E-8, E-14, E-15 and the continued inclusion of E-12.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Second Extension Agreement is being recommended for authorization in the NTE amount of \$109,844.64 (\$14,710.44 for Zone E-8, \$36,546.72 for Zone E-14, \$13,158.48 for Zone E-15, and \$16,779.00 for Zone E-12, and an additional work amount of \$8,250.00 for Zone E-8, \$7,300.00 for Zone E-14, \$6,500.00 for Zone E-15 and \$6,600.00 for Zone E-12) for FY 2013/14. This is the second of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than \$100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-81415/11 Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-81415/11						
	FY 2011/12 Original Agreement	FY 2012/13 First Extension ¹	FY 2013/14 Proposed Second Extension ²	FY 2014/15 Potential Third Extension ³	FY 2015/16 Potential Fourth Extension ³	Cumulative Total
Base	\$ 64,415.64	\$ 81,194.64	\$ 81,194.64	\$ 81,194.64	\$ 81,194.64	\$ 389,194.20
Additional Work	\$ 14,800.00	\$ 17,300.00	\$ 28,650.00	\$ 28,650.00	\$ 28,650.00	\$ 118,050.00
Total	\$ 79,215.64	\$ 98,494.64	\$109,844.64	\$109,844.64	\$109,844.64	\$ 507,244.20

¹ The First Extension Agreement includes the addition of Zone E-12, at a rate of \$16,779.00 for base and \$2,500.00 for additional work starting in FY 2012/13.

² The additional work amount reflects a proposed increase for additional irrigation services and replants as may be required during FY 2013/14. Previously City staff responded to a majority of the irrigation repair and inspections; however, with the decrease in staff, the Contractor is providing these services in accordance with the additional work amounts as allowed per the terms of the Agreement.

³ Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by

the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Second Extension Agreement for E-81415/11, which includes Zone E-12 with Merchants Landscape Services, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Second Extension Agreement for E-81415/11, which includes Zone E-12, with Merchants Landscape Services, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$81,194.64 (\$14,710.44 for Zone E-8, \$16,779.00 for Zone E-12, \$36,546.72 for Zone E-14 and \$13,158.48 for Zone E-15) for base services and \$28,650.00 (\$8,250.00 for Zone E-8, \$6,600.00 for Zone E-12, \$7,300.00 for Zone E-14, and \$6,500.00 for Zone E-15) for additional work services; and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with Zones E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields) and E-15 (Celebration), which are Specific Plan developments located in the eastern portion of the City.*

2. Do not approve the Second Extension Agreement for E-81415/11, which includes Zone E-12 with Merchants Landscape Services, Inc., in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Second Extension for E-81415/11, which includes Zone E-12, with Merchants Landscape Services, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$81,194.64 (\$14,710.44 for Zone E-8, \$16,779.00 for Zone E-12, \$36,546.72 for Zone E-14 and \$13,158.48 for Zone E-15) for base services and \$28,650.00 (\$8,250.00 for Zone E-8, \$6,600.00 for Zone E-12, \$7,300.00 for Zone E-14, and \$6,500.00 for Zone E-15) for additional work services; and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with Zones E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields) and E-15 (Celebration) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills.

Revenue from the parcel charges collected for Zones E-8, E-12, E14, and E-15 may only be used for landscape maintenances services associated with the parkways and medians in Zones E-8, E-12, E14, and E-15. **The costs for these maintenance services have been budgeted, respectively, for each of these Zones for the coming fiscal year. These actions will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-81415/11 Second Extension Agreement for Zones E-8, E-12, E14 and E-15.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-8	Merchants Landscape Services, Inc.	5013-30-79-25714-620910	\$ 14,710.44	\$ 8,250.00	\$ 22,960.44
E-12	Merchants Landscape Services, Inc.	5013-30-79-25715-620910	\$ 16,779.00	\$ 6,600.00	\$ 23,379.00
E-14	Merchants Landscape Services, Inc.	5013-30-79-25716-620910	\$ 36,546.72	\$ 7,300.00	\$ 43,846.72
E-15	Merchants Landscape Services, Inc.	5013-30-79-25717-620910	\$ 13,158.48	\$ 6,500.00	\$ 19,658.48
Total			\$ 81,194.64	\$ 28,650.00	\$ 109,844.64

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1: Second Extension Agreement for E-81415/11 for FY 2013/14

Attachment 2: Extension to the Agreement (First Extension Agreement) for E-81415/11 for FY 2012/13

Attachment 3: Agreement for E-81415/11 for FY 2011/12

Attachment 4: Site Map – Zone E-8 Promontory Park

Attachment 5: Site Map – Zone E-12 Stoneridge Ranch

Attachment 6: Site Map – Zone E-14 Mahogany Fields

Attachment 7: Site Map – Zone E-15 Celebration

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

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

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SECOND EXTENSION AGREEMENT
PROJECT NO. E-81415/11

**PROMONTORY PARKWAY/MAHOGANY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **Merchants Landscape Services, Inc.** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 4, 2011, referencing Project No. E-81415/11 for the maintenance of the District's parkway and median landscaping, and irrigation systems associated with Zones E-8 (Promontory Park), E-14 (Mahogany Fields), and E-15 (Celebration); and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for fiscal year 2012/13, which First Extension Agreement also expanded the Agreement to include maintenance of the parkways and medians associated with Zone E-12 (Stoneridge Ranch), which were compensated at the unit prices for Additional Work as set forth on Exhibit E., 9., (page 90) of the Agreement; and,

WHEREAS, landscape maintenance services as provided under the First Extension Agreement are being sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement (Second Extension Agreement); and,

WHEREAS, the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The Second Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014**.
2. In accordance with Exhibit D., 1., B., of the Agreement, this Second Extension Agreement shall be considered the second of four possible extensions of the Agreement.
3. The Second Extension Agreement shall continue to include maintenance of the parkways and medians associated with Zone E-12 (Stoneridge Ranch), which shall be compensated at the unit prices for Additional Work as set forth on Exhibit E., 9., (page 90) of the Agreement.

SECOND EXTENSION AGREEMENT
PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

4. For the period of this Second Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Second Extension Agreement for maintenance of the parkway and median areas for Zones E-8, E-14, and E-15 consistent with the payment terms (Exhibit C) of the Agreement, including the addition of the E-12 (Stoneridge Ranch) parkway area in the total amount of **SIX THOUSAND SEVEN HUNDRED SIXTY-SIX AND 22/100 DOLLARS (\$6,766.22)** per month, one month in arrears, on the last day of the month. The amounts for each E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), and E-15 (Celebration), which are listed on Exhibit A to this Second Extension Agreement, as attached hereto. The total contract amount for the twelve (12) month extension period shall not exceed **EIGHTY-ONE THOUSAND ONE HUNDRED AND NINETY-FOUR AND 64/100 DOLLARS (\$81,194.64)**.
5. Notwithstanding, Exhibit E., 9., on page 90 of the Agreement, the unit cost set forth in the Additional Work Price List, for any additional landscape areas added to the project during the period of this Second Extension Agreement not presently identified herein shall be as follows:
 - A. Unit prices for Additional Work (additional FULL SERVICE) landscape areas:
 1. Additional parkway areas, planters (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.0085/sq.ft./mo.**
 2. Additional parkway areas, turf (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.0177/sq.ft./mo.**
 - B. Unit prices for Additional Work (additional REDUCED SERVICE) landscape areas:
 1. Additional parkway areas, planters (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.008/sq.ft./mo.**
 2. Additional parkway areas, turf (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.017/sq.ft./mo.**

SECOND EXTENSION AGREEMENT
PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

6. Notwithstanding Exhibit C., 2. E., of the Agreement, for the period of this Second Extension Agreement and except as specifically approved by subsequent action of the CSD Board or the City Manager, as directed by the CSD Board, the Director (Chief Financial Officer or their designated appointee) may not authorize additional work pursuant to this Second Extension Agreement or the original Agreement in excess of the cumulative total of **TWENTY-EIGHT THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS (\$28,650.00)**. This additional work amount would allocate eight thousand two hundred fifty and 00/100 dollars (\$8,250.00) to Zone E-8, six thousand six hundred and 00/100 dollars (\$6,600.00) to Zone E-12, seven thousand three hundred and 00/100 dollars (\$7,300.00) to E-14, and six thousand five hundred and 00/100 dollars (\$6,500.00) to Zone E-15.
7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SECOND EXTENSION AGREEMENT
PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

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

Moreno Valley
Community Services District

Contractor: Merchants Landscape Services, Inc.

By: _____
Title: City Manager, Acting in the capacity of
District Manager to the Moreno Valley
Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or Assistant
Secretary

Date: _____

Affix Corporate Seal Below

SECOND EXTENSION AGREEMENT
 PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATION
 MAINTENANCE OF PARKWAY AND MEDIAN
 LANDSCAPING AND IRRIGATION

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Agreement Total
E-8	Merchants Landscape Services, Inc.	5013-30-79-25714-620910	\$ 14,710.44	\$ 8,250.00	\$ 22,960.44
E-12	Merchants Landscape Services, Inc.	5013-30-79-25715-620910	\$ 16,779.00	\$ 6,600.00	\$ 23,379.00
E-14	Merchants Landscape Services, Inc.	5013-30-79-25716-620910	\$ 36,546.72	\$ 7,300.00	\$ 43,846.72
E-15	Merchants Landscape Services, Inc.	5013-30-79-25717-620910	\$ 13,158.48	\$ 6,500.00	\$ 19,658.48
Totals			\$ 81,194.64	\$ 28,650.00	\$ 109,844.64

Exhibit A

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EXTENSION AGREEMENT
PROJECT NO. E-81415/11

**PROMONTORY PARKWAY/MAHOGANY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Merchants Landscape Services, Inc.** (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 4, 2011 referencing Project No. E-81415/11 for the maintenance of the District's parkway and median landscaping and irrigation systems associated with Community Services District (CSD) Zones E-8 (Promontory Park), E-14 (Mahogany Fields), and E-15 (Celebrations).

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**.
2. In accordance with Exhibit D, Section 1 B. of the Agreement, this Extension shall be considered the first of four possible Extensions of this Agreement.
3. Extension of the Agreement shall be expanded to include maintenance of the parkways and medians associated with Zone E-12 (Stoneridge Ranch), which shall be compensated at the united prices for Additional Work as set forth in the Agreement on Exhibit E, Section 9 (page 90).
4. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and median areas consistent with the terms of the Agreement, including the addition of E-12 (Stoneridge Ranch) parkway area in the total amount of **SIX THOUSAND SEVEN HUNDRED SIXTY-SIX 22/100 (\$6,766.22)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **EIGHTY-ONE THOUSAND ONE HUNDRED AND NINETY-FOUR 64/100 DOLLARS (\$81,194.64)**.
5. Notwithstanding, Exhibit E, Section 9 ,on page 90, of the Agreement, the unit cost set forth in the Additional Work Price List, for any additional landscape areas added to the project during the period of this Extension not presently identified herein shall be as follows:

PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

A. Unit prices for Additional Work (additional FULL SERVICE) landscape areas:

1. Additional parkway areas, planters (trees to 18-foot height, shrubs, ground cover included, as applicable). \$0.0085/sq.ft./mo.
2. Additional parkway areas, turf (trees to 18-foot height, shrubs, ground cover included, as applicable). \$0.0177/sq.ft./mo.

B. Unit prices for Additional Work (additional REDUCED SERVICE) landscape areas:

1. Additional parkway areas, planters (trees to 18-foot height, shrubs, ground cover included, as applicable). \$0.008/sq.ft./mo.
2. Additional parkway areas, turf (trees to 18-foot height, shrubs, ground cover included, as applicable). \$0.017/sq.ft./mo.

6. Notwithstanding Exhibit C., Numeral 2, Letter e of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **SEVENTEEN THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$17,300.00)**.
7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-81415/11 – PROMONTORY PARKW/MAHOGANY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

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

Moreno Valley
Community Services District
By: [Signature]
Title: Mayor, Acting in the capacity of
President of the Board of Directors of
the Moreno Valley Community
Services District

Contractor: Merchants Landscape Services,
Inc.

By: [Signature]
Title: (President or Vice President)

Date: 7/10/12

Date: 6/25/12

INTERNAL USE ONLY

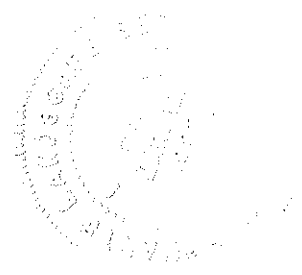
ATTEST:
[Signature]
City Clerk

APPROVED AS TO LEGAL FORM:
[Signature]
Deputy City Attorney
7-9-12
Date

RECOMMENDED FOR APPROVAL:
[Signature]
Department Head
7/9/12
Date

By: [Signature]
Title: Corporate Secretary or Assistant
Secretary

Date: 6/25/12
Affix Corporate Seal Below



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R.F.P. NO. E-81415/11

INDEPENDENT CONTRACTOR AGREEMENTR.F.P. NO. E-81415/11
PROJECT NO. E-81415/11**PROMONTORY PARK/MAHOGANY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	<u>Merchants Landscape Services, Inc.</u>
Street Address	<u>8847 W. 9th Street</u>
Street Address	<u>Rancho Cucamonga, CA 91730</u>
City, State, Zip	<u>1510 S. Lyon St.</u>
Mailing Address	<u>Santa Ana, CA 92705</u>
(If same as Street Address, write same or same as above)	<u>(800) 645-4881</u>
Business Phone (with area code)	<u></u>
Cell or Mobile Phone (with area code)	<u></u>
Other Contact Number (with area code)	<u></u>
Fax Number	<u>(909) 981-1029</u>
Email Address	<u>patrick@merchantslandscape.com</u>
Social Security Number	<u></u>
Business License Number	<u></u>
Federal Tax ID Number	<u>95-4725606</u>
Contractor's License Number & Classification	<u>765658 C27</u>

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

- B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contract Starting Date is July 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the

Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated

as confidential and will not be released to third parties without the prior written consent of both parties.

- I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.
2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

- K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

- L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1510 S. Lyon St., Santa Ana, CA 92705
[Mailing Address (Post Office Box, if applicable)]
(800) 645-4881
[Telephone number]
(909) 981-1029
[Fax number]
partrick@merchantslandscape.com
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District

Contractor

By: Michelle Dawson
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

By: [Signature]
Title: (President)

Date: 8/4/11

Date: 6/8/11

INTERNAL USE ONLY	
ATTEST:	

City Clerk	
APPROVED AS TO LEGAL FORM:	
<u>[Signature]</u>	
Deputy City Attorney	
<u>8-3-11</u>	
Date	
RECOMMENDED FOR APPROVAL:	

Department Head	

Date	

By: Audrey Naas
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: 6-8-11

Affix Corporate Seal Below
(If applicable)

Attachments

EXHIBIT A
R.F.P. NO. E-81415/11
PROJECT NO. E-81415/11

**PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION**

1. SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

2. SCHEDULING OF WORK

- A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:
 - 1. Fertilization;
 - 2. Turf Aeration;
 - 3. Application of pesticides by any method;
 - 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- F. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.
- G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance

service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational,

including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

- D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

- | | |
|-----------------------------|--|
| 1. City Manager | 5. Special Districts Division Manager |
| 2. Director of Public Works | 6. Street Maintenance Supervisor |
| 3. Police Department | 7. Senior Landscape Services Inspector |
| 4. Fire Department | 8. Landscape Services Inspector |

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..
- Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above.
- C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.
- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

- A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

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

15. CONTRACTOR'S LIABILITY

- A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.
- B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS – FULL SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.
8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.
13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.
14. Aeration:
 - (a) All turf areas shall be aerated three (3) times annually;
 - (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;
 - (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.

15. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.
3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
4. Any tree shall be pruned at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Trees up to eighteen feet (18') in height shall:
 - (a) Be pruned to enable successful adaptation to their particular site situation;
 - (b) Have no more than one-third (1/3) of living branches removed annually;
 - (c) Be fertilized only as directed by District field staff.
6. Trees over eighteen feet (18') in height shall:
 - (a) Be inspected annually;
 - (b) Pruned and/or trimmed as necessary to maintain proper site orientation;
 - (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

- (a) Be kept properly sharpened, and in proper working order;
- (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

- (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
- (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
- (c) Use of pruning paint/pruning compound/wound dressing;
- (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

- 1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- 2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
- 3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
- 4. Any shrub shall be pruned and/or trimmed at any time in order to:

- (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned:
- (a) To enable successful adaptation to their particular site situation;
 - (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
 - (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. Pruning tools shall:
- (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
7. The following practices shall not be allowed:
- (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 - (c) Use of pruning paint/pruning compound/wound dressing.
8. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.
9. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').
3. Ground covers shall be pruned/trimmed at any time in order to:
 - (a) Remove dead, diseased, or damaged branches/crowns;
 - (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) In accordance with accepted practices for the particular species in question;
 - (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
5. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.
8. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.
2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.
4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
5. Chemical weed control: See Technical Provisions – Full Service Pesticide Use, Section 19.
6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.
3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.
5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
6. Automatic irrigation systems shall:
 - (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;
 - (b) Be turned off during periods of rainfall, or as directed by District field staff;
 - (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
 - (a) Be operated only when Contractor's personnel are present on site;
 - (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;
 - (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.
9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
2. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog

litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.
5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.
6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
7. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C)

as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
2. Humus base fertilizers to be applied by drop spreader only.
3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

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

TABLE II

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification is required to Director five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.
2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - (b) No injecting or drilling into tree trunk will be allowed.
 - (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.
3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.
3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

- (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.
- (b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

The aforementioned list is inclusive; other species may be added by the Director as necessary

- (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

- (a) Snails shall be controlled on a regular basis on the following plant species:

Agapanthus africanus
Aptenia sp.
Gazania sp.
Hemerocallis sp.

- (b) Snails shall be controlled on an as needed basis on all other plant material.
- (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

- (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (b) The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (e) All other insect, disease, and fungus problems will be treated on a site-and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

- (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

- (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. TECHNICAL PROVISIONS – REDUCED SERVICE LANDSCAPE

A. TURF CARE

- 1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting. Any prolonged deviation from this schedule shall

require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" includes, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in onto any other site.
6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.
8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.
13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.
14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.
3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.
4. Any tree shall be pruned at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Trees up to eighteen feet (18') in height shall:
 - (a) Be pruned to enable successful adaptation to their particular site situation;
 - (b) Have no more than one-third (1/3) of living branches removed annually;
 - (c) Be fertilized only as directed by District field staff.
6. Trees over eighteen feet (18') in height shall:
 - (a) Be inspected annually;
 - (b) Pruned and/or trimmed as necessary to maintain proper site orientation;
 - (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
7. Pruning tools shall:

- (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
8. The following practices shall not be allowed:
- (a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 - (c) Use of pruning paint/pruning compound/wound dressing;
 - (d) Use of climbing spurs or gaffs.
9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgpole-type stakes is the minimum District standard.
11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

- 1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- 2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
- 3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
- 4. Any shrub shall be pruned and/or trimmed at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;

- (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned:
- (a) To enable successful adaptation to their particular site situation;
 - (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
 - (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. Pruning tools shall:
- (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
7. The following practices shall not be allowed:
- (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "poodling") will be done only when authorized by the Director on a site-specific basis.
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 - (c) Use of pruning paint/pruning compound/wound dressing.
8. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.
9. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').
3. Ground covers shall be pruned/trimmed at any time in order to:
 - (a) Remove dead, diseased, or damaged branches/crowns;
 - (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) In accordance with accepted practices for the particular species in question;
 - (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
5. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.
8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.
4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.
6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per month; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.
3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.
5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
6. Automatic irrigation systems shall:
 - (a) Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per month;
 - (b) Be turned off during periods of rainfall, or as directed by District field staff;
 - (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
 - (a) Be operated only when Contractor's personnel are present on site;
 - (b) Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;
 - (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.
9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
2. Contractor shall make a minimum of one (1) visitation per month of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog

litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.
5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.
 - (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
 - (b) Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this Contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in performance of Contract's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.
5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTT'S® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.
3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

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

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N.	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification to the Director is required five (5) days prior to fertilizer application.
5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.
2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - (b) No injecting or drilling into tree trunk will be allowed.
 - (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification to the Director is required five (5) days prior to fertilizer application.
5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.
3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.
4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County

Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.
3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

- (a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.
- (b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

This list is inclusive; other species may be added by the Director as necessary.

- (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

Weed Control -- Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

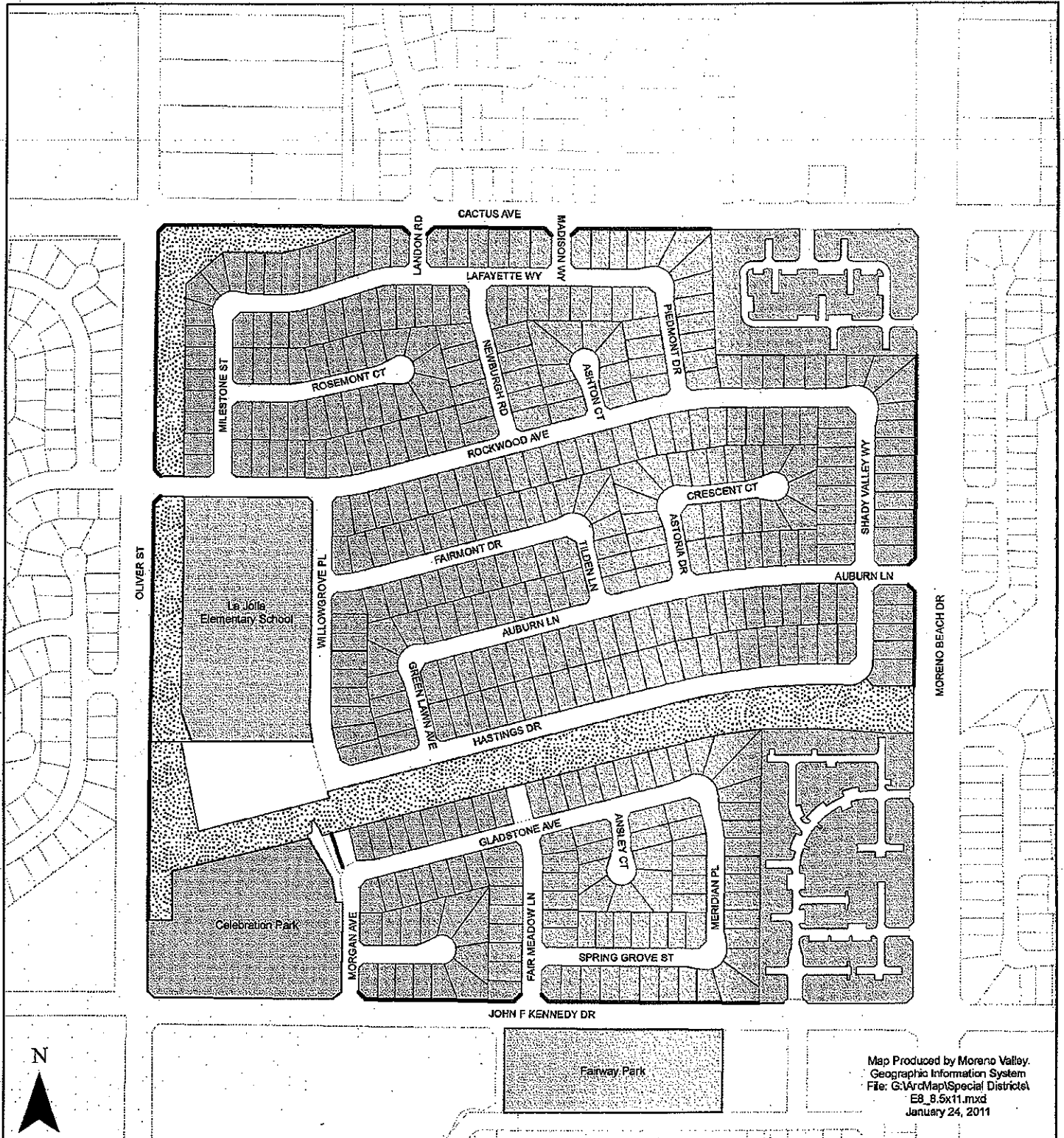
Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.




Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park



Map Produced by Moreno Valley
Geographic Information System
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E8_8.5x11.mxd
January 24, 2011

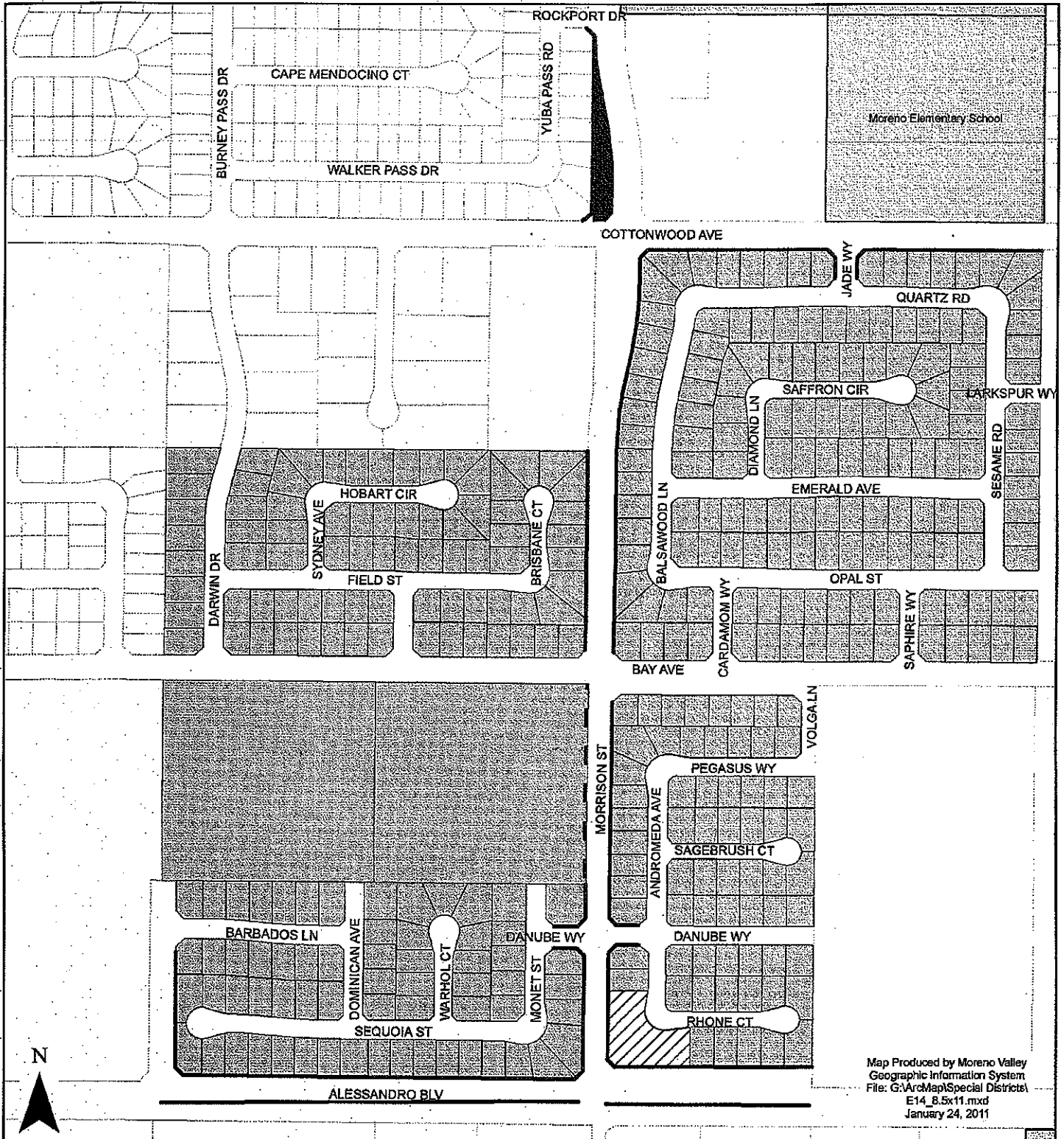
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-  Landscaped Parkway
-  Landscaped Open Space
-  Zone E-8 Parcels



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-14 • Mahogany Fields



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Geographic Information System
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January 24, 2011

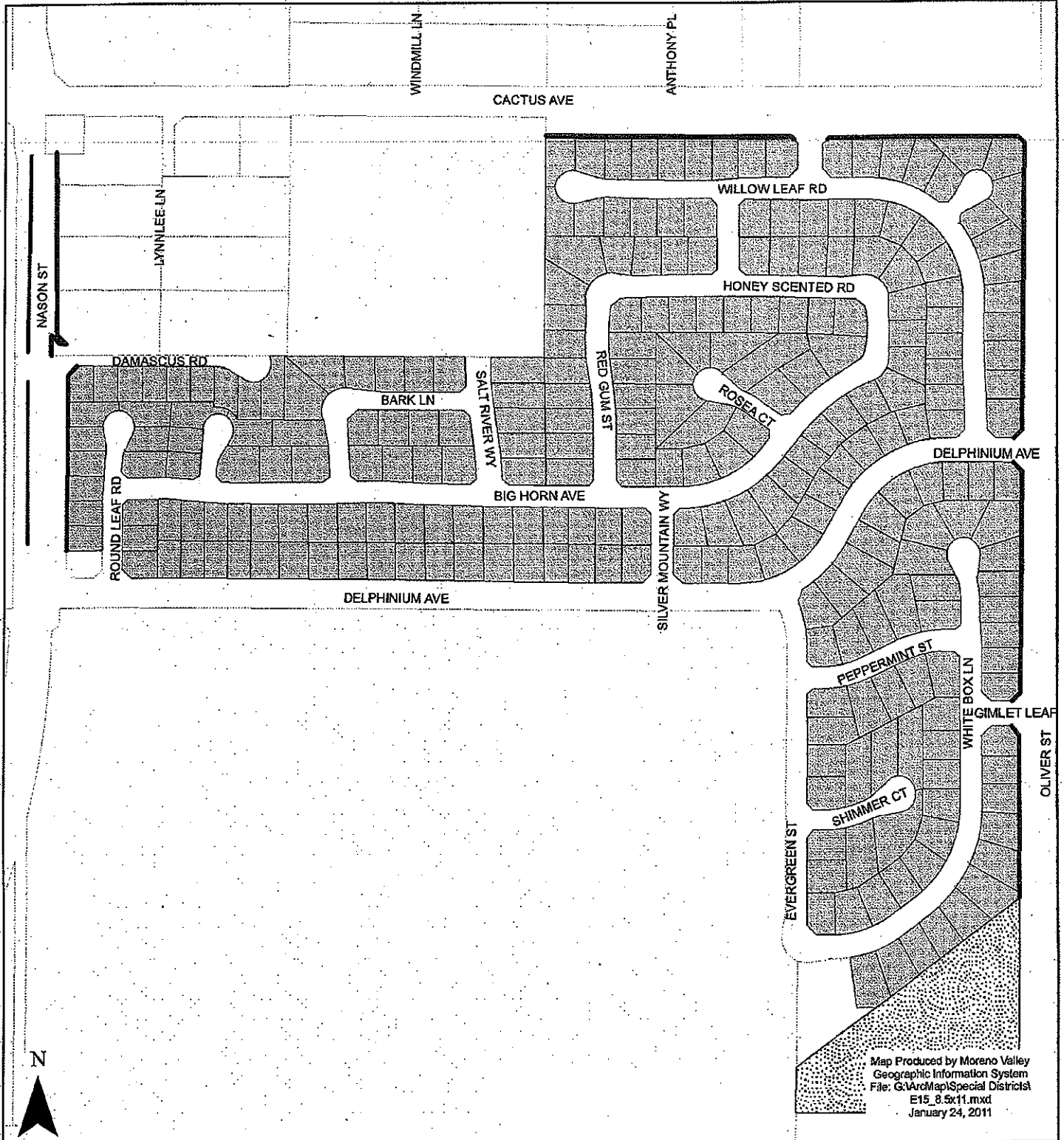
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-  Landscaped Parkway
-  Future Landscaping
-  Landscaped Median
-  Zone E-14 Parcels
-  Not Part Of E-14 Landscaping
-  Turf Area



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-15 • Celebration



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File: G:\ArcMap\Special Districts
E15_8.5x11.mxd
January 24, 2011

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-  Landscaped Parkway
-  Landscaped Median
-  Landscaped Open Space
-  Zone E-15 Parcels



EXHIBIT B: District Responsibilities

R.F.P. NOE-81415/11

PROJECT NO. E-81415/11

**PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATION
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION****1. CONTRACT SUPERVISION**

- A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

R.F.P. NO E-81415/11

PROJECT NO. E-81415/11

**PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION****1. CONTRACTOR'S COMPENSATION**

- A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.
- B. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of Five thousand, three hundred sixty-seven dollars and ninety-seven/100 (\$5,367.97) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed Sixty-four thousand, four hundred and fifteen dollars and sixty-four/100 (\$64,415.64), except as provided for in Section 2 below.
- C. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

- A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Section 9, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.
- C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.
- D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).
- E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of \$14,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or

frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

R.F.P. NO. E-81415/11

PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATIONS
 MAINTENANCE OF PARKWAY AND MEDIAN
 LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

- A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

- D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

R.F.P. NO. E-81415/11

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. E-81415/11
PROJECT NO. E-81415/11

PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

R.F.P. NO. E-81415/11

R.F.P. NO. E-81415/11
PROJECT NO. E-81415/11PROMOTORY PARK/MAHOGONY FIELDS/CELEBRATIONS
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: Merchants Landscape Services, Inc.

TYPE

- Sole proprietor
- Partnership
- Corporation X

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:

1510 S. Lyon St.Santa Ana, CA. 92705MAIN OFFICE PHONE NUMBER: (800) 645-4881

SATELLITE OFFICE ADDRESS (if applicable):

See attached Branch ListSATELLITE OFFICE PHONE NUMBER See attached Branch List

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 765658 C27NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 12 yrs.LICENSE EXPIRATION DATE: 7-31-11CURRENT LICENSE STATUS: Active

PRIOR ACTIONS AGAINST THIS LICENSE? Yes/No

IF YES, LIST CITATION TYPE AND HOW RESOLVED:

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-4725606

E. NAME AND TITLE OF COMPANY OFFICERS:

Mark Brower President
Theodore Haas Chairman
Audrey Haas Secretary

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 12 yrs.

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 10 yrs.

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 91

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 94%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: \$12,400,000/year

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 18 AVERAGE WAGE SCALE: \$ 30.00 / *
TECHNICIANS: 22 AVERAGE WAGE SCALE: \$ 19.00 /Hr.*
FOREMEN: 65 AVERAGE WAGE SCALE: \$ 15.00 /Hr.*
LABORERS: 190 AVERAGE WAGE SCALE: \$ 12.00 /Hr.*

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

• TYPE: See attached NUMBER: 143
• TYPE: NUMBER:

R.F.P. NO. E-81415/11

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

B POWER EQUIPMENT

- TYPE: See Attached NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____
- TYPE: _____ NUMBER: _____

I. REFERENCES**ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE**

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
 - A. NAME AND ADDRESS OF AGENCY;
 - B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
 - C. CONTRACT NAME(S) / NUMBER(S);
 - D. ANNUAL CONTRACT AMOUNT(S);
 - E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
 - F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
 - G. LENGTH OF CONTRACT(S).
3. THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:
 - A. How many (number) of contracts and years under contract?
 - B. What are/were the Scope of the contract(s), acreage amounts, location(s)?
 - C. What are/were the Contract amount(s)?
 - D. Do/did they have adequate (quantity/quality) staffing?
 - E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
 - F. Does staff have the ability to comprehend/speak English?
 - G. How are/were the appearance, uniforms, and use of safety equipment?
 - H. Do/did they have availability of additional personnel for extra work/special projects?
 - I. Is/was the equipment used in good working order?
 - J. Do/did they have an effective in-company communications system?
 - K. How is/was the knowledge of project/contract standards?
 - L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

R.F.P. NO. E-81415/11

- M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
- N. How accurate & timely is/was billing/invoicing?
- O. Have Contract(s) been successfully completed to term?
- P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

- A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

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

15507 Sunview Circle
Riverside, CA. 92504

- B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

See below

2. **Motor Vehicles:**

1 - F150 with trailer
1 - Ranger irrigation truck

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

R.F.P. NO. E-81415/11

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

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

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

Universal Remote
Wire tracker
All necessary hand tools

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

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

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

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

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- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)
 - 1 - Supervisor - Part time
 - 1 - Foreman - Part time
 - 3 - Laborer - Part time

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

N/A

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

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

3. PROPOSED PROJECT WORK SCHEDULES

The following two pages contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in Exhibit A. Use additional sheets as necessary to provide a full and comprehensive response.

A. MONTHLY SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed on a weekly or monthly basis for the E-8, E-14 and E-15 areas in the box corresponding to the day of the week/month the work is proposed to be performed. List man-hours estimated to complete each task.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed for the E-8, E-14 and E-15 areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed. List man-hours estimated to complete each task.
2. Be sure to include any administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

PROPOSED PROJECT WORK SCHEDULES-FULL SERVICE
 68 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		1.5 men all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		2.5 men all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		1.5 men all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		1.5 men all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

PROPOSED PROJECT WORK SCHEDULES-REDUCED SERVICE
 5.8 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		



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MERCHANTS LANDSCAPE SERVICES, INC.
CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2011
E-8 REDUCED SERVICE

Merchants Landscapes Services
8847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#766538

February 2011

	JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
10000-0000 ground cover, Vines & trees	Weed Control Irrigation System check Monthly	Weed Control Irrigation System check Monthly	Weed Control Irrigation System check Monthly	Fertilize Weed Control Irrigation System check Monthly	Weed Control Irrigation System check Monthly	Weed Control Irrigation System check Monthly	Weed Control Irrigation System check Monthly	Weed Control Irrigation System check Monthly	Weed Control Irrigation System check Monthly	Weed Control Irrigation System check Monthly	Weed Control Irrigation System check Monthly	Weed Control Irrigation System check Monthly
10000-0000 Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month	Litter removal 1 day per month
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week

PROPOSED PROJECT WORK SCHEDULES-FULL SERVICE
 6.14 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		4 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		4 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		4 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		4 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

PROPOSED PROJECT WORK SCHEDULES-REDUCED SERVICE
 634 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		3.5 man crew Litter pick up Detail shrub and ground cover beds. 1 Irrigation tech run through irrigation system		
WEEK #2		3.5 man crew Litter pick up Detail shrub and ground cover beds. 1 Irrigation tech run through irrigation system		
WEEK #3		3.5 man crew Litter pick up Detail shrub and ground cover beds. 1 Irrigation tech run through irrigation system		
WEEK #4		3.5 man crew Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		



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MERCHANTS LANDSCAPE SERVICES, INC.
CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2011
E-14 FULL SERVICE

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8847 W. 9th Street
Riverside, California, CA 91790
California Contractor's License
#769658

February 2011

JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees pre-emergence	ground cover, vines & trees small ball	ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees small ball	ground cover, vines & trees	ground cover, vines & trees inspection of trees	ground cover, vines & trees small ball	ground cover, vines & trees pre-emergence	ground cover, vines & trees
Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control
Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation
System check	System check	System check	System check	System check	System check	System check	System check	System check	System check	System check	System check
Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal
1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week



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MERCHANTS LANDSCAPE SERVICES, INC.
CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2011
E-14 REDUCED SERVICE

Merchants Landscapes Services
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Rancho Cucamonga, CA 91730
California Contractor's License
#764638

February 2011

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Tree care												
ground cover, Vines & trees	ground cover, Vines & trees	ground cover, Vines & trees	ground cover, Vines & trees	ground cover, Vines & trees	ground cover, Vines & trees	ground cover, Vines & trees	ground cover, Vines & trees	ground cover, Vines & trees	ground cover, Vines & trees	ground cover, Vines & trees	ground cover, Vines & trees	ground cover, Vines & trees
Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control
Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation
System check	System check	System check	System check	System check	System check	System check	System check	System check	System check	System check	System check	System check
Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal
1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month
Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report
form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week

PROPOSED PROJECT WORK SCHEDULES-FULL SERVICE
 E-15 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		1 man all day Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		

PROPOSED PROJECT WORK SCHEDULES-REDUCED SERVICE
 E-15 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		1 man 6 hours Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #2		1 man 6 hours Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #3		1 man 6 hours Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		
WEEK #4		1 man 6 hours Litter pick up Detail shrub and ground cover beds. 1 irrigation tech run through irrigation system		



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MERCHANTS LANDSCAPE SERVICES, INC.
CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2011
E-15 FULL SERVICE

Merchants Landscapes Services
3847 W. 9th Street
Rancho Cucamonga, CA 91730
California Contractor's License
#763953

February 2011

	JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees	ground cover, vines & trees
Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control
Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation
System check	System check	System check	System check	System check	System check	System check	System check	System check	System check	System check	System check	System check
Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal
1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week
Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report
form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week



MERCHANTS LANDSCAPE SERVICES, INC.
CITY OF MORENO VALLEY
ANNUAL MAINTENANCE SCHEDULE 2011
E-15 REDUCED SERVICE

Merchants Landscape Services
 8847 W. 8th Street
 Rancho Cucamonga, CA 91730
 California Contractor's License
 #786696

February 2011

	JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees
Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control
Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation
System check	System check	System check	System check	System check	System check	System check	System check	System check	System check	System check	System check	System check
Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal	Litter removal
1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month	1 day per month
Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report	Monthly report
form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month	form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week	OSHA Safety meetings every other week

R.F.P. NO. E-81415/11

4. **PROPOSED ANNUAL MATERIAL SCHEDULE**A. **Fertilizers:**

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
23-5-10	40 bags - 50lbs	\$840.00

B. **Pesticides:**

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Snap shot-pre-emergent	50 lbs.	\$ 100.00
Fusilade - Herbicide	1 pint	\$ 64.00
Fumitoxin-Gopher control	5 flask	\$ 130.00
M-pede-insecticide	12 gal.	36.00

5. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING**A. Communications:**

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

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

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

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

C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

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

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

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

R.F.P. NO. E-81415/11

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE



PRINTED NAME

Mark Brower

TITLE

President

COMPANY NAME

Merchants Landscape Services, Inc.

DATE

February 23, 2011

R.F.P. NO. E-81415/11

8. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and Merchants Landscape Services and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind Merchants Landscape Services to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. - Signature of Contract Proposal).

**FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT
(PRINTED), SIGNED AND DATED**

SIGNATURE NAME Mark BrowerTITLE PresidentCOMPANY NAME Merchants Landscape Services, Inc.DATE February 23, 2011



MERCHANTS LANDSCAPE SERVICES, INC.

References

CITY OF IRVINE

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

CITY OF PALM SPRINGS

3200 Tahquitz Canyon Dr.
Palm Springs, CA. 92262
Contact: Vickie Oltean
Phone: (760) 831-8665
Project Completion: On going to 2012
Project Size in \$: \$1,200,000/year
Sports Parks, City Parks, Facilities, and
Medians

CITY OF ORANGE

230 E. Chapman
Orange, CA. 92866
Contact: Dana Robertson
Phone: (714) 744-7283
Project Completion: On going to 2011
Project size in \$: \$750,000/year
All City Parks & Assessments Districts

CITY OF PALOS VERDES ESTATES

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

CITY OF NEWPORT BEACH

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

CITY OF MANHATTAN BEACH

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

CITY OF RANCHO PALOS VERDES

30940 Hawthorne Blvd.
Rancho Palos Verdes, CA. 90275-5391
Contact: Larry D. Still
Phone: (310) 544-5252
Project Completion: On going to 2012
Project size in \$240,000/year
Roadside Maintenance

CITY OF YORBA LINDA

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



CITY OF RIVERSIDE

8095 Lincoln Avenue
Riverside, CA. 92504
Contact: Jeff Smith
Phone: (951) 231-4661
Project Completion: On going to 2012
Project size in \$: \$500,000/year
North Quadrant/Riverwalk

CITY OF PASADENA

100 N. Garfield Ave.
Pasadena, CA. 91109
Contact: Charles Peretz
Phone: (626) 744-4649
Project Completion: On going to 2012
Project Size in \$230,000/year
City Parks

CITY OF LAGUNA NIGUEL

27791 La Paz Road
Laguna Niguel, CA. 92677
Contact: Randy Trinkaus
Phone: (949) 362-4337
Project Completion: On going to 2011
Project size in \$245,000/yr.
City Parks

CITY OF SAN JUAN CAPISTRANO

32400 Paseo Adelanto
San Juan Capistrano, CA. 92675
Contact: David Hubler
Phone: (949) 443-6365
Project Completion: On going to 2014
Project size in \$: 340,000/yr.

CITY OF LAWDALE

14717 Burin Avenue
Lawndale, CA. 90260
Contact: Marlene Miyoshi
Phone: (310) 973-32600
Project Completion: On going to 2012
Project size in \$: \$250,000/yr.
City Parks

CITY OF SIERRA MADRE

232 West Sierra Madre Blvd.
Sierra Madre, CA. 91024
Contact: Bruce Inman
Phone: (626) 355-5839
Project Completion: On going to 2011
Project size in \$: \$135,000/yr.
City Parks

CITY OF SAN DIEGO

1250 6TH Ave., 4th Floor
San Diego, CA. 92101
Contact: Bob Smith
Phone: (619) 980-8108
Project Completion: On going to 2013
Project Size in \$: \$140,000/year
Medians, Parkways and Slopes

CITY OF CHULA VISTA

1800 Maxwell Road
Chula Vista, CA. 91911
Contact: Larry Smith
Phone: (619) 600-8780
Project Completion: On going to 2011
Project size in \$: \$400,000/year
Medians, Parkways and Open Space



MERCHANTS LANDSCAPE SERVICES

BRANCH LIST

Pomona Branch

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

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

Los Angeles Branch

*11220 1/2 Peoria St.
Sun Valley, CA 91352
Regional Manager – Patrick Healy*

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

Orange County

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

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

Irvine Branch

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

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

San Diego Branch

*2865 Main St. Suite #A
Chula Vista, CA 91911
Branch Manager – Miguel Ybarra*

*Phone: 800-645-4881
Fax: 619-872-2108
Cell: 760-275-8263*

Palm Springs Branch

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

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



merchants
landscape services, inc.

VEHICLE LIST

MLS Corporate				
Year	License #	Year	Make/Model	Vin #
122	6JIE640	2009	Lincoln Navigator	5LMFU27509EJ01141
223	8H06166	2007	Ford F-150	1FTPW12547FB59848
MLS Scrata And Branch				updated
Year	License #	Year	Make/Model	Vin #
187	5ZGF772	2008	Expedition	1FMFU19548LA02102
103	7D22716	2003	Chevy Silverado	2GCEC19V931328785
106	6X99608	2002	Ford F-150	1FTRX17MX2NB52818
107	7D22717	2003	Chevrolet pickup	2GCE19V131327033
108	6B40408	1999	Ford/Van	1FTRE1427XHB57966
111	6C03023	1999	Ford F-150 KC pickup	1FTZX172XXKB83518
113	6G58011	2000	Ford F-150 pickup	1FTZX1721YKB19949
115	6V31775	2002	Ford F-150 pickup	1FTRX17W42NA69265
116	7B16229	2003	Chevy S-10	1GCCS14XX38115778
117	7W83338	2005	Ford F-350	1FDWF36515EC89280
118	7X56108	2005	Ford F-350	1FDSF345X5EB18027
119	8D61369	1995	Chevy 1 ton truck	1GBJC34K2SE160450
120	8C42496	1995	Chevy 3/4ton	1GCGC29K0SE250057
132	6B33559	1999	Ford Ranger pickup	1FTYR14V6XPB36672
145	7B16230	2003	Chevy S-10	1GCCS14XX38161840
167	8H06127	2008	Ford F250	1FTSX20578EA62845
174	8K89815	2008	Ford F-150 Supercrew	1FTRW12W88FA49226
176	8K48974	1999	Ford F800 (Water truck)	3FENF8010XMA08142
192	8W12873	2005	Ford F-350	1FDWF365X5EB65444
199	6R39199	2001	Dodge 1500 pickup	1B7HC16X71S249955
200	8D50109	2006	Ford F-150	1FTVX12566NA53572
201	8D50108	2006	Ford F-150	1FTVX12536NA53688
202	8C80429	2006	Ford F-150 Super Cab	1FTVX12586NA64007
213	8k89886	2008	Ford F-150 Supercrew	1FTRW12W28FA31238
214	8D11641	2006	Ford F-350 Chassis	1FDWW36P36EB42946
219	8H06126	2008	Ford F-250	1FTSX20598EA56495
224	8F29332	2007	Chevy Pick up	1GCEC19X17Z166164
226	7R13278	2005	Ford F150	1FTRF12205NB94436
229	8Z63681	2010	Ford Ranger	1FTKR1ED7APA38480
235	8P81303	2008	Ford Ranger	1FTYR10U28PA93253
238	8T87781	2008	Ford F350 Chassis	1FDWF36558EA03046
242	8U52679	2008	Ford F-150	1FTRX12W38FB76222
245	8P74271	2009	Ford Ranger	1FTYR10D99PA22178

247	8V69658	2009	Ford Ranger	1FTYR10D19PA41260
248	8V84305	2009	Ford F350 Chassis	1FDWW36Y59EA42911
Trailers	Lic #	Year	Make/Model	Vin #
T406	4GY3629	1999	Big Tx Utility	16VVX0811X1A15309
T411	4GU4932	2006	Big Tex Utility	16VUX162661E99747
T413	1KF2776	2001	Big Tx Utility	16VVX101311A36977
T415	4JK5131	2004	Big Tex Utility 12'	16VVX101841A16731
T416	4HE8310	2006	Big Tex Utility 12'	16VAX121252A68007
T419	4KM3761	2007	Big Tex Utility 12'	16VAX121X72A66380
T429	4KE7385	2006	Carson/DT-102 7x1	4HXD10256C109397
T430	4KR8518	2009	Utility DV mfts DV10ET-20split ramp	1D9EU20289S591930
T443	4HE2465	2006	Big Tex Utility	16VNX162851E84749
T446	4JC5734	2007	Big Tex Utility	16VVX121271A52349
T459	4KK2479	2008	Big Tex Utility	16VCX162582H98476
T465	088052U	2007	Honda Bull Dog/water Trailer	DHWT5008207
Gen Car	Lic #	Year	Make/Model	Vin #
	7D35838	2002	Golf Cart	5ASAK27412F020997
C503		2003	Yamaha	JU2-003902

MLS Irvine Branch

Veh #	License	Year	Make/Model	Vin #
100	5NUL837	2005	Expedition	1FMFU17585LB07417
109	7S38912	1997	Ford F-150	1FTUX1728VKB36723
110	5R29572	1997	Ford F-150 KC pickup	1FTDX1763WNA12281
112	6E91433	1995	Izusu NPR	JALC4B1K5S7000324
130	6J05871	2000	Ford F-150	1FTZF1725YNC19831
140	7V57320	2005	F-150	1FTPW12535KD33445
146	7P94549	2004	Ford Ranger pickup	1FTYR10U84PB61601
172	8K76942	2006	GMC Sierra - Dump truck	1GDJC39U26E235445
175	8P13371	2007	GMC Sierra 3500 Chassis	1GDJC39K17E597007
181	6L85322	2001	Dodge 1500 pickup	1B7HC16X21S218371
182	6P91997	2001	Dodge 1500 pickup	1B7HC16X91S261203
185	8S59389	2001	Dodge 1500 pickup	1B7HC16XX1S42527
186	6B45138	1999	Ford Ranger pickup	1FTYR10V0XPB69401
196	6M12313	2000	GMC 3500 1-ton pick up	1GDHC33J9YF421896
197	7M71324	2003	Chevy Silverado 1500	2GCEC19V831328843
204	8R87523	2006	Ford Ranger	1FTYR10U76PA64070
230	8P81301	2008	Ford F-150	1FTRX12W18FC11369
231	8P81302	2008	Ford F-150	1FTRX12W68FB60600
232	8P81304	2008	Ford F-350 Stakebed	1FDWF36548EE58132
233	8P81305	2008	Ford F-350 Stakebed	1FDWX36R48EB78209
236	8P81298	2008	Ford Ranger	1FTYR10U78PA22033
237	8P81300	2008	Ford F-150	1FTRX12W58FB55243

Trailer #	Lic.#	Year	Make/Model	Vin #
243	8W12872	2008	Ford F-250	1FDSX20548EA56478
T401	SE529849	2003	chipper	1VRU111A541004217
T405	1JK4535	2000	Big Tex Utility	16VVX0818Y1A23796
T409	4JK4679	2005	Big Tex Utility	16VNX162451E84182
T410	4JK4680	2006	Carso	4HXDC16206C109783
T417	New	2011	Big Tex Utility	16VAX1210B2A74688
T455	4KK1243	2008	Big Tex Trailer	16VAX121571A66518
T456	4KK1244	2008	Big Tex Trailer	16VAX121X81A06008
T457	4KK1245	2008	Big Tex Trailer	16VEX202X82H12649
T458	4KK1323	2008	Big Tex Trailer	16VAX101481A06010
T460	4KK3427	2008	Big Tex Trailer	16VEX202882H2651
T461	4KK7351	2009	Big Tex Utility	16VCX182891E33827
T464	4KR6684	2009	Utility DV mfts split ramp	1D9EU20209S591923
T466	4LB5419	2010	Big Tex Utility	16VAX1016A2A45004
	558040	1997	Arrow board trailer	1W91S1014V1249094
		1987	Utility Trailer for Gator	TC022BX010203
	Irvine	1987	Utility Gator	19342
	Irvine	1987	Utility Gator	19344
	Irvine	1987	Utility Gator	19356

MLS Los Angeles Branch (Sun Valley)

Veh #	Licence #	Year	Make/Model	Vin #
123	7G10650	2003	Chevy Silverado 1500	2GCEC19VX41124479
124	8C42721	2000	Dodge T4C	3B7KC23Z7YG111013
125	8R87479	2005	Ford Ranger pickup	1FTYR14U15PA62484
126	7V29675	2005	Ford F-350 Stake Bed	1FDSF34515EB18028
127	6K37227	2001	Ford F-150 XLT	1FTRX17L81NA10272
128	7E27786	2003	Chevy Silverado Extra C	2GCEC19V231325856
129	6G42812	2000	Ford F-150	1FTZX1728YKB15395
133	7B13735	2003	Chevy Silverado	1GCEC14V93E148518
134	7B13736	2003	Chevy Silverado	1GCEC14V43Z131019
135	8z49512	2005	Ford F-150	1FTR12215NB52812
136	8G97528	2005	Ford F-350 Stake Bed	1FDWF36565EA09093
137	7D80048	2003	Ford Comm Cutaway Van	1GBJG31U531141331
139	6Z65654	2003	Ford Ranger pickup	1FTYR10U63PA06057
163	7J46556	1999	GMC Topkick/Chipper	1GDJ7H1D7XJ851924
164	8G97527	2000	Ford F-150 KC pickup	1FTRX17W3YKA35988
166	6R34719	2001	Ford F-150 pickup	1FTRF17W01NB56193
170	8H06124	2008	Ford F250	1FTSX20548EA37420
173	8K89824	2008	Ford Ranger pickup	1FTYR14U28PA24167
183	5Y02412	1999	Ford F-150 pickup	1FTZF1724XKA29146
193	7W50751	2005	Ford F-350	1FDWF36545EB68968

221	8L38955	2007	Ford Ranger	1FTYR14D47PA95353
249	4X12407	1994	Chevrolet pickup	1GCEC14K4RE127543
251	8Z63680	2010	Ford Ranger	1FTKRIE3DAPA38475
252	8Y89431	2010	Ford F-250	1FDSX2A58AEA28882
Trailers	lic #	Year	Make/Model	Vin #
T400	SE499113	2001	chipper	1VRU111A711000827
T404	4JK5130	2004	Big Tex Utility	16VVX101941A21257
T412	4HE8313	2006	Big Tex Utility 16'	16VNX162361E22273
T420	1JP2204	2000	Big Tex Utility	16VVX1019Y1A26416
T421	1JT2835	2000	Big Tex Utility	16VVX0813Y1A30220
T422	1KM7084	2001	Big Tex Utility	16VVX101X11A43327
T423	4JH6661	2207	Big Tex Utility	16VAX101171A66521
T424	1JZ5373	2000	Big Tex Utility	16VVX0816Y1A30986
T425	4DJ7406	2003	Big Tex Utility	16VVX101431A60756
T426	4ES1233	2003	Big Tex Utility	16VVX081331A78731
T427	4CH6366	2000	Big Tex Utility	16VVX1416YLA31048
T428	4EP1977	2003	Big Tex Utility	16VVX081221A55214
T468	4LF4391	2010	Big Tex Utility	1D9UU1011AS591060
Gem Car	lic #	Year	Make/Model	Vin #
C500	7E24479	2002	Chrysler GEM	5ASAK27462F031512
C501		1975	Taylor Dunn	136012
C502		2003	Carry All 6 Club Car	262720
	8Z49345	2002	Chrysler GEM	5ASAK27499F030371
MIS Pomona Branch (Rancho Cucamonga)				
Veh #	licence #	Year	Make/Model	Vin #
244	8P74270	2009	Ford F150 Super crew	1FTRW12899K895421
102	6U04567	2001	Inter Tree Trim	1HTSCAAM41H382577
104	8L29915	2007	Silverado 3500 Chassis	1GBJC39U67E173932
105	7L74667	2004	Ford F-150	1FTRX12W44NB43407
141	8C77592	2006	F-150	1FTRF12W56NB07294
142	7G10649	2003	Chevy Silverado 1500	2GCEC19V841120298
143	8V44900	2003	Chevy Pick Up	1GCEC19V83Z120534
147	7W64915	1997	Chevy 1 ton truck	1GBJC34R1VF004699
148	8Z49580	2000	Ford Ranger pickup	1FTYR14V2YPB19854
149	5X27055	1999	Ford pk	1FTYR10C3XUA03339
150	6N20581	2001	Ford F-150 pickup	1FTZX17261KF41897
151	7H04122	2001	Ford F-150 pickup	1FTRX17W11NA31006
152	6G42813	2000	Ford F-150 pickup	1FTZX1728YKB15428
153	7W34816	2005	Ford F-350	1FDWF36Y55EB82596
155	5F12144	1996	Dodge Dakota	1B7F126X5TS520074
157	7M68778	2004	Ford F150	2FTRX17WX4CA30253
158	7V83928	2005	Ford F-350	1FDWF36Y15EB99475

178	6J69144	2000	Ford F-150 XLT pu	1FTRX17L2YKA65487
180	61715A1	2000	Ford F-150 LB pu	1FTZF1723YKA86939
194	7W43810	2002	Ford F-350	1FDSW34F12EA82877
198	7B15152	2003	Chevy Silverado	1GCEC14V83Z192941
211	8D11395	2006	Ford Ranger	1FTYR10U36PA64048
215	8D48234	2006	Chevy Silverado 3500	1GBHC34U96E197632
217	8V44901	2006	Chevy Colorado Classis	1GBDS146968258211
225	8M89937	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W88FB29932
240	8U22271	2008	Ford F-150 XL 4x2 Spr cab	1FTRX12W78FB60539
241	8T87778	2008	Ford Ranger	1FTYR10DX8PB17220
246	8V66223	2009	Ford Ranger	1FTYR10D99PA32144
Trailers	lic #	Year	Make/Model	Vin #
T402	4KE7386	2000	Big TE Utility	16VVX0813Y1A21081
T407	1JC3389	2000	Big TE Utility	4K8VX0817Y1A48404
T431	1JG3423	2000	Big Tx Utility	16VVX0818Y1A23794
T433	1KF2738	2001	Big Tx Utility	16VVX121611A36968
T435	4FV8383	2003	Big Tx Utility	16VAX101241A14634
T436	4KF4420	2003	Big Tx Utility	4K8AX101531A12493
T437	4AK6903	2002	Big Tx Utility	16VUX162121E51941
T438	4KF4422	2004	Big Tx Utility	16VNX142741E45331
T440	4KM3781	2005	Big Tx Utility	16VNX162052E51416
T449	New	2007	Big Tx Utility	16VVX121371A59360
T463	4KK3984	2009	Big Tx Utility	16VVX081X91A29423
Gem Gar	lic #	Year	Make/Model	Vin #
C504	7E24484	2002	Chrysler	5ASAK27402F031103
C505			Taylor Dunn	Serial # 13610Mo.B2-48
C506			Taylor Dunn	No. not legible
C507			Chrysler GEM	5ASAK27462F031512
C508			John Deere	Serial # W001urf003575
C509			Chrysler GEM	5ASAK27482F021337
C510			EZ-GO	Serial # J0234-188068
MLS Palm Springs				
Veh #	licence #	Year	Make/Model	Vin #
212	8D11399	2006	Ford F-150 XLT	1FTPW12596KD72039
169	8H06123	2007	Ford F-150	1FTRX12W07KC62609
171	8M00027	2007	Chevy Silverado Dump	1GBJC39K97E580433
205	8C80427	2006	Ford F-150 Reg Cab	1FTRF12W16NB33603
206	8P11010	2006	Chevy S3500 w/10' dump	1GBJC39U26E176714
207	8D76098	2006	Ford Ranger	1FTYR10U16PA83973
208	8E32375	2006	Ford Ranger	1FTYR10U16PA65828
210	8D11398	2006	Ford F-150 Super Cab	1FTVX12566NA69738
216	7S99151	2006	Ford F-150 XL	1FTVX125X6NB17726

218	8H06119	2007	Ford F-150	1FTRX12W77FA88496
220	8H06122	2007	Ford F-150	1FTRX12WX7FA88458
222	8L25904	2007	Ford Ranger XL2W	1FTYR14U77PA93029
Trailer	Lic #	Year	Make/Model	Vin #
Trailer	4HE9157	2006	Big Tex Utility 16'	16VNX162961E22276
T442	1JC5450	1999	Big TX Utility	16VVX101XX1A18985
T445	4KL2459	2005	Big Tex Utility 12'	16VAX121552A70107
T447	4JH6760	2007	Big Tx Utility	16VVX121X71A71988
T462	4JH6668	2007	Big Tx Utility	16VVX162471E59376
T467	4LB9408	2010	Big Tx Utility	16VVX0811A2A57741
MLS - San Diego Branch (Chula Vista)				
Veh #	Licence #	Year	Make/Model	Vin #
250	8Z63682	2010	Ford F-150	1FTEX1CW0AFB55573
177	7E24179	2003	Chevy Silverado	2GCEC19V231324285
179	8L60482	2002	Ford F-150	1FTRX17W52N804671
184	6F30676	2000	Ford F-150 pickup	1FTZF1720YKB04037
188	7B16231	2003	Chevy S-10	1GCCS14X538158568
189	8D20422	1999	Chevrolet 3500	1GBHC34R9XF032025
190	7W50752	2005	Ford F-350	1FDWF36565EB43540
191	7W34817	2005	Ford F-350	1FDWF36555EB15096
195	7W56849	2005	Ford F-350	1FDWF36535EC89278
209	8D11397	2006	Ford F-150 Super Cab	1FTVX12586NA67568
227	8W97675	2010	Ford Ranger	1FTKR1AD5APA18041
239	8U48440	2008	Ford Ranger	1FTYR10D48PB15687
228	8Y81888	2006	Ford F-350 Diesel	1FDWF36P36EB62520
Trailer	Lic #	Year	Make/Model	Vin #
T450	1KC6115	2000	Big Tx Utility	16VVX0818Y1A30987
T451	1KC6116	2001	Big Tx Utility	16VVX101611A33510
T414	4KM3760	2000	Aztec Utility	4ZBUE0121YF000111
	4HE3486	2007	Carson trailer	4HXSU16247C116791



merchants
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Make & Model	I.D. Number
22" Double Sided	8040608
22" Double Sided	9111852
Aerator - John Deere 1500 A20857	M01500X025435
Aerator - Lesco / push behind	72260835
Aerator Classen 42" 3 pt hitch	720263984
Aerator Drum 70"	20637
Aerator Hasqvarna walk behind	53058177
Aerator Honda 25.5 - Blu H742	83970569
Aerator Landpride PTO CA2560	574628
Aerator Model 968982105 Husquama	8400476
Aerator Tow - Lesco	72260739
Aerator Tow behind	645
Aerator Walk behind	74238666
Air Compressor	Added Jan. 2009
Aireator - Orange	53058177
Arborist's Saw 35cc	167677832
Arborist's Saw 35cc	169484303
Auger Honda Engine	A20849
Auger post hole digger w/2" - Echo A20447	E02103003542
Avger Honda/Ground hog-Mod. C71-5	1741792
Backpack blower	272069304
Blower Backpack	80704100
Backpack blower	272069291
Backpack blower	272069313
Backpack blower	272069325
Backpack Blower	271289378
Backpack Blower	271288406
Backpack Blower	271288400
Backpack blower	272069301
Backpack blower 36"-Walk behind Model TH	824945
Backpack blower Echo 44cc carb II	P08111002945
Backpack blower Echo-PB-413	P0811003315
Backpack blower Husquvarna - 145BF	3003305
Backpack blower STIHL-BR-550	271665400
Blower - Echo PB500HT	P02311006658
Blower - Hasqvarna (green/black)	3004020
Blower - Hasqvarna (white)	3003318
Blower - Husqvarna	3003867
Blower - Husqvarna	3003317
Blower - Husqvarna	3000793
Blower - Husqvarna	3003850
Blower - Husqvarna (black)	2005701
Blower - Husqvarna (black)	3002024
Blower - Husqvarna (black)	3002032 - 551139

Equipment Inventory

Make & Model	I.D. Number
Backpack blower Husquvarna - 145BF	965102305
Backpack blower STIHL-BR-550	271665392
Backpack blower STIHL-BR-550	271665390
Bagging System - Exmark LHPUV4650	718814
Battery Charger (for 6 & 12 volts) Model #7200	
Billy Goat Vacuum	1290841
Bit- 5 gallon	
Bit- 5 gallon	
Blower	P08211002836
Blower	P02311002461
Blower	P02311002514
Blower	4000265
Blower	4001270-04
Blower	4001276-04
Blower	4000-736
Blower	30002315
Blower - Echo	P08111002736
Blower - Echo	#09005538
Blower - Echo	P08111002852
Blower - Echo	O90005598
Blower - Echo	P08111003367
Blower - Echo	P08111002768
Blower - Echo	P08011015596
Blower - Echo	P08111002393
Blower - Echo	D08111003544
Blower - Echo	P02011001417
Blower - Echo	P02011001417
Blower - Echo	P02011001417
Blower - Echo	P08211003677
Blower - Echo	P08211002735
Blower - Echo	7611021673
Blower - Echo (blue)	2004117
Blower Echo 4600	570411001510
Blower Echo 4600	42023570602
Blower Echo Model PB413-H	2002773
Blower Echo Model PB413-H	9002264
Blower Echo Model PB413-H	2004160
Blower Echo Model PB415T	P08111001232
Blower Husquama 145BF	2003219/2003223
Blower Husquvarna	10004766
Blower Husquvarna	70924381
Blower Husquvarna	3003206
Blower Husquvarna	50000441
Blower Husquvarna	3000795

Make & Model	I.D. Number
Blower - Husqvarna (orange)	3003215
Blower - Husvarna	60084
Blower - Husvarna	3000791
Blower - Husvarna	2003287
Blower - Husvarna	2011846.00
Blower - Husvarna	5000437
Blower - Husvarna	2001840
Blower - Husvarna	13000710
Blower - Kawasaki (yellow)	56002021
Blower - PB500HT	P02311003707
Blower - PB500HT	P02311003795
Blower - PB500HT	P02311003668
Blower - PB500HT	P02311003698
Blower - Shindawa	4107423
Blower (Back Pack) 1 Echo 50CC Model PB	S69311005757
Blower (black & white)	1002106
Blower (Mist) Model MD155DX-Maruyama	267622333
Blower (Mist) Model SR420Z-STIL	267622355
Blower back pak	9535115-78
Blower Echo	P08211003528
Blower Echo	P08211003546
Blower Echo	PO8111001519
Blower Echo 4600	21171
Blower Echo 4600	9003418
Blower Stihl	271665391
Blower Stihl	271665393
Blower Stihl	No serial#
Blower, Frame, Throttl	620001275
Blower, Frame, Throttl	620001270
Blower, Frame, Throttl	620001276
Blower, Frame, Throttl	620001279
Blower, Frame, Throttl	4001266
Blower, Frame, Throttl (changed serial#)	4000726
Blower, Frame, Throttl (changed serial#)	4000736
Blower, Frame, Throttl (changed serial#)	4000728
Blower, Frame, Throttl (changed serial#)	40000739
Blower, Frame, Throttlb	4001279
Blower/Hip Throttle - Echo PB413HC	P08011020164
Blower/Hip Throttle - Echo PB413HC	P08011020184
Blower/Hip Throttle - Echo PB413HC	P08011020191
Blower/Hip Throttle - Echo PB413HC	P08011020193
Blower/Hip Throttle - Echo PB413HC	P08011020197
Blower-low noise	1002836
Bluebird 22" Flail Power rake	072330206
Bottle jack 10 tons	
Buildog 500 Gallon Water trailer	

Make & Model	I.D. Number
Blower Husquvarna	2003214
Blower Husquvarna	30002728
Blower Husquvarna	5000435
Blower Husquvarna	551139
Blower Husquvarna	20001849
Blower Husquvarna	5000061
Blower Husquvarna	7003839
Blower Husquvarna	1569
Blower Low Noise - Echo PB460LN	P0821100344
Blower Low Noise - Echo PB460LN	P08211002855
Blower Low Noise - Echo PB460LN	P08211003319
Blower Low Noise - Echo PB460LN	P08211003529
Blower Low Noise - Echo PB460LN	P08211003538
Blower Low Noise - Echo PB460LN	P08211003541
Blower Low Noise - Echo PB460LN	P08211003392
Blower Red Max Model EB2500	71003044
Blower Red Max Model EB2500	E1325000
Blower Red Max Model EB2500	216836
Blower Redmax	80206383
Blower Redmax Model EBZ5000	50403101
Blower Redmax Model EBZ5000	56300609
Blower Solo backpack	
Chain Saw Echo Model CS341	2027183
Chain Saw Husqvarna 36cc	74439484
Chain Saw Model CS 330T	C07711009418
Chain Saw Stihl	269159862
Chain Saw1 Echo 36.3cc Model CS 360T	660-11005226
Chainsaw	C07611007001
Chainsaw - Echo	C08011005435
Chainsaw - Echo small	2029100
Chainsaw - Stihl	ms250
Chainsaw - Stihl	ms250
Chainsaw - Stihl	11226610503
Chainsaw - Stihl	30050007409
Chainsaw - Stihl	3005000409
Chainsaw 14" Echo-C-S 341	C07611003730
chainsaw 18"	279612776
chainsaw 18" - STI MS250-18	278327202
chainsaw 18" MS250-18	279612761
Chainsaw 20" Echo-C-S 520	5019852
Chainsaw 20" Echo-C-S 520	5033518
Completing Kit - Exmark LHPUV	109-1014
Completion Kit - Exmark 109-1169	
Dethatcher - 22" Flail 5.5hp Hon	81762524
Dethatcher - 22" Flail 5.5hp Hon	85075089
Dethatcher Bluebird	54262662

Make & Model	I.D. Number
Cart Cushman	99000804
Chain Saw - Homelite	ATL1942287
Chain Saw - Husqvarna	SM080300474
Chain saw - STHL (Big)	30030006821
Chain saw (small) - Echo	2037266
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar	C07811002340
Chain Saw 1 Echo 32.6cc Chain Saw 14" bar	C07711009382
Chain Saw 14"	C07611009915
Chain Saw 16" - Echo	C07611007001
Chain Saw Echo	341
Chain Saw Echo	2027080
Chain Saw Echo	2054689
Edger - Power trim	B84597
Edger - Power trim	5685110011570
Edger 3.5 hp	C07181
Edger 3.5 hp - POW200-4	C07223
Edger 3.5 hp - POW200-4	C07182
Edger 3.5 hp - POW200-4	C07414
Edger 3.5hp	C06522
Edger 3.5HP - POW 200-4	C06093
Edger 3.5HP - POW 200-4	C05761 / 0802213YA85
Edger 3.5HP - POW 200-4	C05802 / 080213YA851
Edger C05761	0802213YA25180
Edger C05802	080213YA85196
Edger Echo	568511001524
Edger Echo pe200	68211001143
Edger Pole - Echo	568511001483
Edger Power Trim	B83926
Edger Power Trim	B57935
Edger Power Trim	B78716
Edger Power Trim	B78717
Edger Power Trim	B87852
Edger Power Trim	BA7906
Edger Power Trim	B87644
Edger Power Trim 208	66777
Edger Power Trim 308	72710
Edger Power Trim 308	9001229
Edger Power Trim - PE265C	S68511001508
Edger Power Trim 308	6caat1119102
Edger Power Trim Model 208-H	B79589
Edger Stick	6002219
Edger Stick	1001340
Edger Stick - Echo	E29111002326
Edger Stick - Echo	60001916
Edger Stick - Echo	9092498
Edger Stick STIHL-FC-100	267090447

Make & Model	I.D. Number
Dethatcher PTO Vrismo (purchased from Eberhard)	
Dethatcher walk behind - BlueBird	54262662
Dethatcher walk behind - BlueBird	72330206
Drive kit 60" - Exmark 109-1167	
Drive kit 60" - Exmark 109-1167	109-1167
Edge Trimmer - Model 300-1C	B795989
Edge Trimmer - Model 308-H	B66969
Edge trimmer long	S69311004793
Edger	B87906
Edger - Echo	ACN006662862
Edger Stick STIHL-FC-100	367090578
Edger Stick STIHL-FC-100	269791095
Edger Stick Echo-PE-261	6002515
Edger trimmer	590924
Edger Trimmer - Model 308-H	B43973
Gator turf - John Deere	19356
Gator turf - John Deere	19342
Gator turf - John Deere	19344
Grinder Belly	
Grinder Dewal 4 1/2"	
Hedge Shear Echo	564811010220
Hedge Shear Echo	6009981
Hedge Shear Echo	6006770
Hedge Shear Echo	6009894
Hedge Shear Echo	6010099
Hedge Shear Echo	6006798
Hedge Shear Echo	6008816
Hedge Shear Echo	6008575
Hedge Shear Echo	6006058
Hedge Shear Echo Extention	5.69311E+11
Hedge Shear Echo Extention	69311003529
Hedge Shear Echo Extention	6014049
Hedge Shear Echo Extention	6004692
Hedge Shear Echo Extention	569311001274
Hedge Shear Echo Extention	6008217
Hedge Shear TMC	553495
Hedge Shear TMC	562890
Hedge Shear TMC	533404
Hedge Shears - ECHO	6114260
Hedge Shears - ECHO HC233	6004549
Hedge Shears - ECHO HC261	6005127
Hedge Shears - Echo Model HC-233	6004794
Hedge trimmer	588854
Hedge trimmer	588901
Hedge trimmer - HCA265	S69311005498
Hedge trimmer - HCA265	S64811010603

Make & Model	I.D. Number
Hedge trimmer	588853
Hedge trimmer	588867
Hedge trimmer	588897
Hedge Trimmer	1005485
Hedge Shear Echo	S69311005741
Hedge trimmer	1005490
Hedge trimmer	1005488
Hedge Trimmer	11003249
Hedge Trimmer	1005229
Hedge Trimmer	1005236
Hedge Trimmer	1004793
Hedge Trimmer	S64811011231
Hedge Trimmer	11001362
Hedge trimmer	588853
Hedge trimmer	5009808
Hedge Trimmer - 22.6cc	590924
Hedge Trimmer - Carb 2	6010192
Hedge Trimmer - Echo	6004017
Hedge Trimmer - Echo	5001832
Hedge Trimmer - Echo	6008061
Hedge Trimmer - Echo	18080090
Hedge Trimmer - Echo	002923
Hedge Trimmer - Echo	6006213
Hedge Trimmer - Echo	5001087
Hedge Trimmer - Echo	S64811010440
Hedge Trimmer - Echo	S6481110509
Hedge Trimmer - Echo (black)	6002168
Hedge Trimmer - Echo (orange)	6001352
Hedge Trimmer - Echo (white)	6008220
Hedge Trimmer - Echo (yellow)	6006220
Hedge Trimmer - Echo stick	6006785
Hedge Trimmer - Extension	5009936
Hedge Trimmer - Extension	569311005497
Hedge trimmer - HC235	S64811010752
Hedge trimmer - HC235	S64811010803
Hedge trimmer1 Echo 25.4CC Articulated Sh	699311006612
Hedge trimmer1 Echo 25.4CC Articulated Sh	569311005757
Hedge trimmer1 Echo 25.4CC Articulated Sh	3693110024
Hedge trimmer1 Echo 25.4CC Articulated Sh	569311005041
Hedge trimmer1 Echo 25.4CC Articulated Sh	569211003769
Interseeder walk behind Ryan	92517128
Kaw W/Tarhead	286340
Kaw W/Tarhead	286341
Kawasaki fe120 Pump 4.0	
Keyboard Terminal - Motorola	added 11/16/09
Laser - Shindaiwa	697975

Make & Model	I.D. Number
Hedge trimmer - HCA265	S64811010791
Hedge trimmer - HCA265	S69311005493
Hedge Trimmer - Large	274102356
Hedge Trimmer - Large	274102361
Hedge Trimmer - Long Stihl	272879981
Hedge Trimmer - Long Stihl	274102350
Hedge Trimmer - Redmax	41206912
Hedge Trimmer - Redmax	41207528
Hedge Trimmer - Shindawa	5280
Hedge Trimmer - Shindawa (blue)	27423
Hedge Trimmer (black & white)	06008-7
Hedge Trimmer (Ext, Pole) Model PPT261	6006162
Hedge Trimmer (green/black)	6008960
Hedge Trimmer 22.6cc - PHT355OZ	595293
Hedge Trimmer 22.6cc - PHT355OZ	595314
Hedge Trimmer 30" FWRAP	584340
Hedge Trimmer 30" FWRAP	584337
Hedge Trimmer Echo	6008602
Hedge Trimmer Echo	6003820
Hedge Trimmer Echo	6006771
Hedge trimmer Echo Model HC 233	06004875
Hedge trimmer Echo Model HCA 261	6008321
Hedge Trimmer Extension - Echo	569111001057
Hedge Trimmer Extension - Echo	E29111002258
Hedge Trimmer Extension - Echo	S85411001015
Hedge Trimmer Extension - Echo	E29111002284
Hedge Trimmer Extension - Echo	S691110011019
Hedge Trimmer Extension - Echo	E291110022075
Hedge trimmer Redmax Model HT2-2400	6298811
Hedge trimmer Redmax Model HT2-2400	41207698
Hedge Trimmer Stick - Kawasaki	39970
Hedge Trimmer1 Echo 25.4CC Articulated S	80301400
Lazer-Z 29HP 72" - Exmark LXS29LKA725	728159
Lazer-Z 72" 29 hp	613921
Lazer-Z 72" 29 hp	728129
Lazor 52"	222842
Levy Broadcaster new	4800669
Lily spreader tow behind	
Metro 36" W/Pist Grip	708499
Mower 2010 Real Masters 5510	310000101
Mower - 21" 6HP Kawasaki Sp-Exmark MSK	799797
Mower - 21" 6HP Kawasaki Sp-Exmark MSK	799798
Mower - 21" 6HP Kawasaki Sp-Exmark MSK	799799
Mower - 21" 6HP Kawasaki Sp-Exmark MSK	799800
Mower - Bobcat 218 Estate 18HP Briggs 52"	94221101369
Mower - Bobcat 218 Estate 18HP Briggs 52"	94221101093

Make & Model	I.D. Number
Laser 48" - Exmark	473852
Laser 52" - Exmark	no serial #
Laser 52" - Exmark	480140
Laser 52" - Scag	FH680VB98531
Laser 56" - Exmark	657938
Laser 56" - Exmark	676013
Laser 72" - Exmark	613906
Laser 72" - Exmark	N358061
Laser 72" - Exmark	69797
Lazer 72" Exmark Ultravac	UV6672
Laser XS 72" - Exmark	677887
Laser XS 72" - Exmark	697977
Lazer 23hp 56" LHP Kaw	699690
Lazer 29HP KAW 60" - Exmark LXS29LKA60	745070
Lazer 36" Exmark - Model# M15KA362	651011
Lazer 50" 23HP Kaw - Exmark LHP23KA505	726393
Lazer 56" Exmark - Model# LHP23KA565	617327
Lazer 60" - Exmark 30HP w/dump system	641456/624012
Lazer 60" 29HP Kaw - Exmark LXS29LKA60	745059
Lazer 72"	562628
Lazer 72"	654124
Lazer 72"	634022
Lazer 942230 ZT226 26hp kohler EFI 61" de	94223000222
Lazer Exmark 52" - 27hp	872875
Lazer Exmark 72" - 34hp	LZZ34KA726
Lazer Exmark 72" - 29hp	852748
Lazer Exmark 52" - 27hp	LZZ27KC526
Lazer Exmark 52" Rider	290108
Mower 21" - Exmark	FJ180VF04437
Mower 21" - Ex-mark	267622291
Mower 21" - Honda	1052109
Mower 21" - Honda	M2AN620580
Mower 21" - John Deere	6xjs25c170834
Mower 21" - Metro	559923
Mower 21" - Toro	#260003887
Mower 21" Exmark 6PH kaw	745677
Mower 21" Honda	MZAN - 6203925
Mower 21" Kawasaki	6206583
Mower 21" Metro SP-Exmark	662972
Mower 21" Push - Exmark	662969
Mower 21" Push - Exmark-N6KA21B	647095
Mower 21" Push - Exmark-NFKA21	662969
Mower 26" - Metro	738046
Mower 36" - Exmark	485956
Mower 36" - Exmark	646087
Mower 36" Exmark	376648

Make & Model	I.D. Number
Mower - Bobcat 218 Estate18HP Briggs 52"	94221101370
Mower - Exmark "Lazer HP 50"	292002
Mower - Exmark "Lazer HP 50"	604495
Mower - Exmark "metro 21"	445996
Mower - Exmark "Navigator	35204014
Mower - Exmark 21" with new engine	446008
Mower Honda 21" HRC 216	1093834
Mower - Exmark 36"	392595
Mower - Exmark 36" Model M15KA362	655254
Mower - Honda	S69039
Mower - Honda "Flail, reel	GC02-7030978
Mower - Honda 21 Commercial	MZAN-6165860
Mower - Honda 21 Commercial	MZAN-6206585
Mower - John Deere 3235C	TC3235C020879
Mower - Maka-Honda 21'	102157
Mower - Maka-Honda 21'	1014168
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615	485930
Mower (Walk behind) Ex-Mark Model M3615	485955
Mower (Walk behind) Ex-Mark Model TT3615	497003
Mower - tru cut P-20 reel	828805
Mower (Walk behind) Ex-Mark Model M3615	485930
Mower (Walk behind) Ex-Mark Model M3615	485955
Mower (Walk behind) Ex-Mark Model TT3615	497003
Mower 12" Comm.S/P Hyd	MAKA1053206
Mower 21"	647115
Mower BobCat 60" mulching	94223000215
Mower Bobcat Rider 52"	94001101366
Mower Bobcat Rider 60"	94222400144
Mower Bobcat Rider 60"	94000400146
Mower Ex-Mark - Rider Model LHP4820KC	567432
Mower Ex-Mark - Rider Model LHP5223KAV	286440
Mower Exmark 36" Walk behind	411449
Mower Exmark 36" Walk behind	658966
Mower Exmark 36" Walk behind	245407
Mower Exmark 36" Walk behind	262382
Mower Exmark 52" Lazer Rider	676012
Mower Exmark 52" Lazer Rider	632938
Mower Honda 21" HRC 216	1029172
Mower Honda 21" HRC 216	1026378
Mower Honda 21" HRC 216	6139675
Mower Honda 21" HRC 216	6193150
Mower Honda 21" HRC 216	6193869
Mower Honda 21" HRC 216	6165055
Mower Honda 21" HRC 216	6175763
Mower Honda 21" HRC 216	1053974

Make & Model	I.D. Number
Mower 36" Turf tracer hydr-Model THP17KA3	3003889
Mower 36" Walk behinds - Exmark	561791
Mower 36" Walk behinds - Exmark	370429
Mower 36" Walk behinds - Exmark	229293
Mower 36" Walk behinds - Exmark	266229
Mower 36" Walk behinds - Exmark	297908
Mower 48" Rider - Exmark Model LHP4823	269543
Mower 50" ride on - Exmark	FH680vb71282
Mower 56" ride on - Exmark	617329
Mower 60" ride on - Exmark	570013
Mower 60" Vericut PTO	VT08179-60
Mower 72" - Exmark Lazer mower"	53-191067
Mower 72" - Exmark Lazer mower"	N45794B
Mower Back behind 36" Metro 17HP KAW-M	824994
Mower Bobcat	94221101095
Mower Bobcat 218 52" Rider	94221101368
Mower Kawasaki 21" 6.5hp	443300
Mower Kawasaki 21" 6.5hp	443301
Mower Kawasaki 21" 6.5hp	670627
Mower Model MMDEL TT3615	266144
Mower Ride Along 48" LHP 483 KA	514648
Mower Ride Along 52" LHP 483 KA	516897
mower transferred from Santa Ana 21" - Hon	MAKA1020157
mower walk behind 21" snapper - 7800372	2012866971
Mower Walk behind 21"-Model HRC216KSXA	MZAU-6162377
Mower Walk Behind 36" Model MMDEL TT36	497062
mower walk behind reel	825330
Mower Walk behind-Model HRC216KSXA	MZAU-6190475
Mower Walk behind-Model HRC216KSXA	MZAU-6141423
Overseeder - Model #OS1848 A19985	461801
Pole pounder	
Power Wash DE-watt	67DX39G11
Power Wash honda 13.0 machine	107675
Power Washer - Steam X	1280002750
Pressure Washer - Husky	6548190
Pressure Washer Dual 2007	1100049564
Pressure Washer MI-T-M Model SP2703-OMHB	10220432
Pump - Home lite	10540726
Rake Used John Deere 1200H Hydro 3wd w/plow	
RakeUsed Smithco Super Star Hydro	
Reciprecator Red Max Model 6Z25N	6006294
Remote controllers rain master \$1,100.00/each	
Rotor Tiller	FRC800
Rotor tiller - Honda 5 HP	1009422
Rototiller	T15266
Rototiller Barreto - 13H8	GCAKI-1026721

Make & Model	I.D. Number
Mower Honda 21" HRC 216	1020425
Mower Honda 21" HRC 216	10083780
Mower Honda 21" HRC 216	1052132
Mower Honda 21" HRC 216	6198154
Mower Honda 21" HRC 216	1052469
mower -Jacobsen LF-4677-7 gang reel - Kub	Model-ser67916-000
mower -Jacobsen Tri King 1900D 84" triplex	D6623C0280
mower Jacobson 5-gang reel - LF3400	67868-1831
mower Jacobson 5-gang reel - LF3800	67867-2098
Mower Jacobson Tri-king - #00003801	67043
Mower John Deere 220 walk behind	M0220B2010302
Mower John Deere 2653A	TC2653D140077
Mower John Deere 3235C	TC3235C030423
Mower Kawasaki 21" 6.5hp	523206
Soil reliever	
Spray Can	476-2003
Spray Can	476-1704
Spray Can	476-2104
Sprayer - Hicks Model GX120	None
Sprayer - Lesco Commercial plus	1661201
Sprayer - Lesco Model 1520-17-18-RT	7045940C085Z2000
Sprayer - Solar Model 3-5	None
Sprayer Hicks farms supply (5330c-x)	00200-10004
Sprayer Lesco kawasaky	1607962
Sprayer Schaben	45690z
Sprayer Solo back pack	
Sprayer Toro Boom	90454
Sprayer/Spreader Lesco Z-Two Spreader	
Spreader & Sprayer Lesco "Ride on	1008900
Spreader Larger fert. (red)	
Spreader Manual Walk Behind - Lesco	
Spreader Manual Walk Behind - Priselawn CRB	
Spreader Manual Walk Behind - SPYKER 288-SUR	
Spreader Small fert. (red)	
sump pump	
Thatch attacher "old yellow deth	94100507
Tool to make hydraulic hoses	
Top dresser turf tiger	A20702
Toro vacuum	07073-0008
Tractor - John Deere 5210	LV52105123603
Tractor - John Deere A20816	LV52105123602
Tractor kubota - A0782	LB702
Tractor Kubota - L3131DT	50783
Trailer - John Deere	TC022BX010203
Trencher - Lesco	IVRX05IE351001456
Trim Diesel Triplx 3WD	TC25530110625

Make & Model	I.D. Number
SCAG "Tiger Cub"	7690232
Shred Vac - Echo	6003971
Sod cutter 18"/Blue Bird - Honda	83669572
Sod cutter ryan	54494506735
Trimmer Articulating	9122819
Trimmer Hedge - Echo HCA265	S69311005492
Trimmer Hedge - Echo HCA265C	S69311005233
Trimmer Hedge - Echo HCA265C	S69311004990
Trimmer 25.4cc String - SRM265SC	S65911003968
Trimmer 25.4cc String-SRM2655C	S65911003949
Trimmer 25.4cc String-SRM2655C	S65911003965
Trimmer 26cc CA APRV	1001718
Trimmer 26cc CA APRV	11001736
Trimmer 27cc hd S. TFC	446060
Trimmer Echo	6015267
Trimmer Echo	64811005685
Trimmer Echo	6047779
Trimmer Echo	6016424
Trimmer Echo	6013084
Trimmer Echo	565911004181
Trimmer Echo	2001481
Trimmer Echo	6022453
Trimmer Echo	6002118
Trimmer Echo	56631279
Trimmer Echo	6015047
Trimmer Echo	6015191
Trimmer Echo String - SRM280SC	S66611005150
Trimmer Hedge - Echo HC235	S64811010395
Trimmer Hedge - Echo HC235	S64811010408
Trimmer Hedge - Echo HC235	S64811010577
Trimmer Hedge - Echo HC235	S64811010650
Trimmer Hedge - Echo HCA265	S69311001258
Trimmer Hedge - Echo HCA265	S69311004779
Trimmer Hedge - Echo HCA265	S69311004935
Trimmer Hedge - Echo HCA265	S69311004942
Trimmer Hedge - Echo HCA265	S69311003610
Trimmer Hedge - Echo HCA265	S69311004779
Trimmer Hedge - Echo HCA265	S69311005058
Trimmer Hedge - Echo HCA265	S69311005254
Trimmer Hedge - Echo HCA265	S69311005115
Trimmer Hedge - Echo HCA265	S69311005122
Trimmer Hedge - Echo HCA265	S69311005232
Trimmer String 25.1cc - Echo SRM265SC	S65911003513
Trimmer String 25.1cc - Echo SRM265SC	S65911003518
Trimmer String 25.1cc - Echo SRM265SC (b)	S65911003461
Trimmer String 25.4 cc - Echo SRM265SC	S65911003784

Make & Model	I.D. Number
Trimmer - Lesco	569311001162
Trimmer Shindawa	8031139
Trimmer Shindawa	7110711
Trimmer Shindawa	7110712
Trimmer Shindawa	9022989
Trimmer Shindawa	9022990
Trimmer Hedge - Echo HCA265	S69311005282
Trimmer Hedge - Echo HCA265	S69311005091
Trimmer Hedge - Echo HCA265	S69311005177
Trimmer Line - Model 62087 Shindaiwa	6103803
Trimmer Line - Echo Model SRM 216T	08066537
Trimmer Line - Model 62087 Shindaiwa	6103803
Trimmer Line - Model 62117 Shindaiwa	8024481
Trimmer Line - Model 62119 Shindaiwa	7110833
Trimmer Line - Model 62119 Shindaiwa	7110427
Trimmer Line - Model GZ25N10 Redmax	41225582
Trimmer Line - Model T261 Shindaiwa	6093807
Trimmer Line - Model T261 Shindaiwa	7110428
Trimmer Line 1 Echo 25.4cc	C0801003674
Trimmer Line 1 Echo 25.4cc Model SRM265	P02011001595
Trimmer Line 1 Echo 25.4cc Model SRM265	866011005118
Trimmer Pole - Echo	569111001127
Trimmer Pole - Echo	5008537
Trimmer Pole - Echo	56911001130
Trimmer Pole - Echo	564811005347
Trimmer Shindawa	6114245
Trimmer Shindawa	6052647
Trimmer Shindawa	6114257
Trimmer Shindawa	6052648
Trimmer Shindawa	7110475
Trimmer Shindawa	8031288
Trimmer Shindawa	8031287
Trimmer Shindawa	6045452
Trimmer Shindawa	5030469
Trimmer Shindawa	4011573
Trimmer Solid Shaft	1001411
Trimmer Solid Shaft	1001395
Trimmer Solid Shaft - Echo	no serial #
Trimmer String 25.1cc - Echo SRM265SC	S65911003451
Trimmer String 25.1cc - Echo SRM265SC	S65911003458
Weed eater - Echo	S66311001287
Weed eater - Echo	1001534
Weed eater - Echo	269413804
Weed eater - Echo	269413797
Weed eater - Echo	6009591
Weed Eater - Echo	S66611003118

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-8 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 68,104 sq. ft.	\$.018	\$ 1,225.87	\$ 14,710.44
	Reduced	Planter: 68,104 sq. ft.	\$.016	\$ 1,089.66	\$ 13,075.92
E-14 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 169,198 sq. ft.	\$.018	\$ 3,045.56	\$ 36,546.72
	Reduced	Planter: 169,198 sq. ft.	\$.016	\$ 2,707.17	\$ 32,486.04
E-15 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 60,919 sq. ft.	\$.018	\$ 1,096.54	\$ 13,158.48
	Reduced	Planter: 60,919 sq. ft.	\$.016	\$ 974.70	\$ 11,696.40

The Total Amount of the Service Proposal shall be based on current service levels (Full service for E-8 Parkways & Medians, Full service for E-14 Parkways & Medians and for E-15 Parkways & Medians):

Figures: 64,415. and 64 /100's Dollars

Words: Sixty four thousand four hundred fifteen and sixty four cents /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 has/have been received and is/are made a part of this proposal.

 President 2-23-11
 (AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. NO. E-81415/11

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	\$ <u>9.00</u>	ea
2. 5 gal. shrub/vine/ground cover in place	@	\$ <u>20.00</u>	ea
3. 5 gal. tree in place (stakes included)	@	\$ <u>35.00</u>	ea
4. 15 gal. tree in place (stakes included)	@	\$ <u>95.00</u>	ea
5. 24" box tree in place (stakes included)	@	\$ <u>250.00</u>	ea
6. 36" box tree in place (guy wires included)	@	\$ <u>795.00</u>	ea
7. Flat of ground cover in place	@	\$ <u>20.00</u>	ea
8. Planter bed mulch in place	@	\$ <u>30.00</u>	/cu. yd
9. Additional labor	@	\$ <u>20.00</u>	/man hour
10. Additional Irrigation Technician	@	\$ <u>35.00</u>	/man hour

PROPOSER: Merchants Landscape Services, Inc.
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %
2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.
 - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$.0085 /sq. ft./mo.
 - B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$.0177 /sq. ft./mo.
3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.
 - A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$.008 /sq. ft./mo.
 - B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$.017 /sq. ft./mo.
4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Merchants Landscape Services, Inc.

(Company Name)

10. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 9 (Schedule II) A. "Bid Schedule"):

Sixty four thousand four hundred fifteen and sixty four cents

(Dollar Amount in Words)

\$ 64,415.64

(Dollar Amount in Figures)

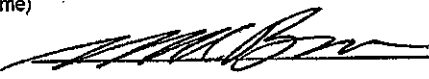
Date: February 23, 2011

Proposer: Merchants Landscape Services, Inc.

(Company Name)

By:

(Signature)



Title: President

State License Number and Classification: 765658 C27

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Mark Brower

SECRETARY Audrey Haas

(Corporate Seal)



11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for _____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated February 23, 2011

Signature of Proposer 

By Mark Brower

Address of Proposer 8847 W. 9th Street


Rancho Cucamonga, CA. 91730

Telephone Number of Proposer (800) 645-4881

Names and Addresses of Members of the Company:

Mark Brower, President 1510 S. Lyon St., Santa Ana 92705

Theodore Haas, Chairman 1190 Monterey Pass Rd., Monterey Park 91754
(If a Corporation)

Signature of Proposer 

By Mark Brower

Title President

Business Address 1510 S. Lyon St.

Santa Ana, CA. 92705

R.F.P. NO. E-81415/11

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of

California

State License Number and Classification

765658 C27

PRESIDENT

Mark Brower

SECRETARY

Audrey Haas

TREASURER

Theodore Haas

(Corporate Seal)



R.F.P. NO. E-81415/11

13. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Orange)§

(NAME) Mark Brower, affiant
being first duly sworn, deposes and says:

That he or she is President of
(sole owner, partner or other proper title)

Merchants Landscape Services, Inc. the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: Merchants Landscape Services, Inc.

Bidder's Address: 8847 W. 9th Street, Rancho Cucamonga, CA. 91730

Telephone No.: (800) 645-4881


(Signature of Bidder)

President
(Title)

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of: California

County of: ORANGE

On FEBRUARY 23, 2011, before me, TERESA MARCELINO, NOTARY PUBLIC

(name and title of the officer)

personally appeared MARK BROWER

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

Teresa Marcelino
Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right to Remove or Seal	Capacity Claimed by Signer(s)	Right to Remove or Seal
Number of Pages _____ Document Date: _____		<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer <input type="checkbox"/> Partner <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____	
Title or type of document			
Additional information			

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-8 • Promontory Park



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

- Landscaped Parkway
- Landscaped Open Space
- Zone E-8 Parcels

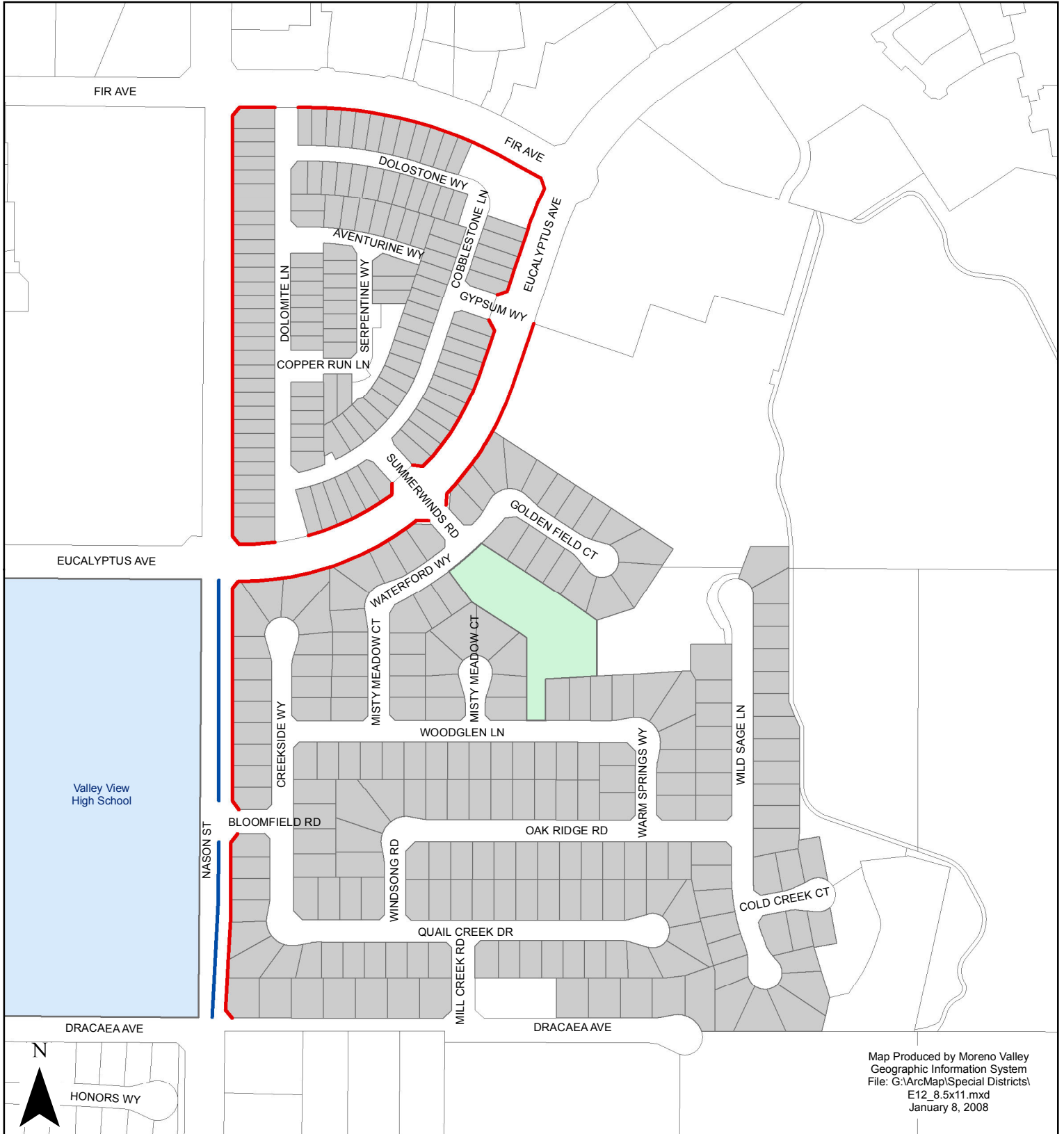
Map Produced by Moreno Valley
Geographic Information System
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E8_8.5x11.mxd
January 24, 2011



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Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-12 • Stoneridge Ranch



Map Produced by Moreno Valley
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 E12_8.5x11.mxd
 January 8, 2008

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-  Landscaped Parkway
-  Landscaped Median
-  Z_885-12

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Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-14 • Mahogany Fields



Map Produced by Moreno Valley
Geographic Information System
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E14_8.5x11.mxd
January 24, 2011

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- Landscaped Parkway
- - - Future Landscaping
- Landscaped Median
- Zone E-14 Parcels
- Not Part Of E-14 Landscaping
- Turf Area



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Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-15 • Celebration



Map Produced by Moreno Valley
Geographic Information System
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E15_8.5x11.mxd
January 24, 2011

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- Landscaped Parkway
- Landscaped Median
- Landscaped Open Space
- Zone E-15 Parcels



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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

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

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: FIRST EXTENSION OF THE AGREEMENT – PROJECT NO. M/12-13 MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the First Extension of the Amended Agreement (“First Extension Agreement”) for Maintenance of the Median-Monument-Parkway Landscaping and Irrigation for Project No. M/12-13, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for maintenance of the landscaped medians associated with Zone M (Medians) and medians and designated parkway areas of Zone S (Sunnymead Boulevard).
2. Authorize the City Manager to execute the First Extension Agreement for M/12-13 with TruGreen Landcare.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013, to TruGreen Landcare in the not-to-exceed (NTE) amounts of \$79,568.64 (\$68,592.72 for Zone M and \$10,975.92 for Zone S) for base services and \$11,800.00 (\$10,200.00 for Zone M and \$1,600.00 for Zone S) for additional work.
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. “Additional work services” include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone’s service area at the unit prices for additional work as specified in the Amended Agreement.

DISCUSSION

On March 28, 2012, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from five (5) landscape maintenance firms in response to a Request for Proposal (RFP) to provide maintenance of the landscaped medians-monuments-parkways, and the irrigation system associated with Zone M. On June 12, 2012, upon staff’s evaluation of the proposals and recommendation, the City Council, acting in its capacity as the Board of Directors of the Moreno Valley CSD (CSD Board), authorized the award of the contract for landscape maintenance of Zone M, to TruGreen Landcare, Riverside, California (the “Contractor”). With this same action, the CSD Board also authorized the inclusion of Zone S (Sunnymead Boulevard), for maintenance service, which was documented through a First Amendment. The Agreement was further amended to add service Area for Zone M (Sketcher’s median) for two months, and to clarify the previously authorized additional work amounts for Zones M and S. The Amended Agreement was for a NTE amount of \$77,758.04 for landscape maintenance (\$60,982.12 for Zone M base services, \$10,975.92 for Zone S base services, \$4,600.00 for Zone M additional work, and \$1,200.00 for Zone S additional work).

The Contractor has consistently provided satisfactory service in accordance with the terms of the Amended Agreement and has agreed to extend the Amended Agreement based upon the same terms in accordance with the standard service level as outlined in the Amended Agreement for Zone M and S.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the First Extension Agreement is being recommended for authorization in the NTE amount of \$91,368.64 (\$68,592.72 for Zone M and \$10,975.92 for Zone S base maintenance services, and \$10,200.00 for Zone M and \$1,600.00 for Zone S additional work). This is the first of four possible extensions allowed per the terms of the Amended Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than \$100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the M/12-13 Amended Agreement,

as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

M/12-13						
	FY 2012/13 Original Amended Agreement ¹	FY 2013/14 Proposed First Extension ²	FY 2014/15 Potential Second Extension ³	FY 2015/16 Potential Third Extension ³	FY 2016/17 Potential Fourth Extension ³	Cumulative Total
Base	\$ 71,958.04	\$ 79,568.64	\$ 79,568.64	\$ 79,568.64	\$ 79,568.64	\$ 390,232.60
Additional Work	\$ 5,800.00	\$ 11,800.00	\$ 11,800.00	\$ 11,800.00	\$ 11,800.00	\$ 53,000.00
Total	\$ 77,758.04	\$ 91,368.64	\$ 91,368.64	\$ 91,368.64	\$ 91,368.64	\$ 443,232.60

¹ The Original Agreement includes the base amount for Zone M (\$59,460.00), plus the inclusion of \$1,522.12 in Zone M for two months of the 2012/13 fiscal year (FY) for the added maintenance of the Sketcher's median. This brings Zone M's base amount to a total of \$71,958.04 (\$60,982.12 for FY 2012/13 for Zone M and \$10,975.92 for Zone S).

² The base amount includes a full twelve months of the Sketchers median at (\$761.06 per month, or an additional \$7,610.60 over the 2012/13 Base). The additional work amount reflects a proposed increase for additional irrigation services and replants as may be required during FY 2013/14. Previously City staff responded to a majority of the irrigation repair and inspections; however, with the decrease in staff, the Contractor is providing these services in accordance with the additional work amounts as allowed per the terms of the Agreement. Zone M (\$59,460.00, the amount of the Original Agreement, plus the additional 41,250 sq. ft. for the Sketcher's median at a cost of \$9,132.72 per year (\$761.06 per month) for a cumulative Zone M base amount of \$68,982.12) and Zone S base amount of \$10,975.92 per year, for a total base amount of \$79,568.64.

³ Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the First Extension Agreement for M/12-13 with TruGreen Landcare in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said First Extension Agreement for M/12-13 with TruGreen Landcare; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$91,368.64 (\$68,592.72 for Zone M base services, \$10,975.92 for Zone S base services, \$10,200.00 for Zone M additional work services, and \$1,600.00 for Zone S additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance

with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services provided to the medians, monuments and parkways associated with the Zone M and Zone S.*

2. Do not approve the First Extension Agreement for M/12-13 with TruGreen Landcare, in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said First Extension Agreement for M/12-13 with TruGreen Landcare; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$91,368.64 (\$68,592.72 for Zone M base services, \$10,975.92 for Zone S base services, \$10,200.00 for Zone M additional work services, and \$1,600.00 for Zone S additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the medians, monuments and parkways associated with the Zone M and Zone S.*

FISCAL IMPACT

Administration and maintenance of Zone M is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone M and Zone S may only be used for landscape maintenance services associated with the landscaped medians, monuments and parkways associated with Zone M and designated maintenance of parkway and median areas associated with Zone S. **The costs for the maintenance services have been budgeted, respectively, for these Zones for the coming fiscal year. This action will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the M/12-13 First Extension Agreement for Zone M and Zone S.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
M	TruGreen Landcare	5112-30-79-25719-62091	\$68,592.72	\$ 10,200.00	\$78,792.72
S	TruGreen Landcare	5114-30-79-25720-62091	\$ 10,975.92	\$ 1,600.00	\$ 12,575.92
Total			\$79,568.64	\$ 11,800.00	\$91,368.64

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

1. Attachment 1 – First Extension Agreement for M/12-13 for FY 2013/14
2. Attachment 2 – Second Amendment to the Agreement for M/12-13
3. Attachment 3 – First Amendment to the Agreement for M/12-13
4. Attachment 4 – Agreement for M/12-13 for FY 2012/13
5. Attachment 5 – Site Map – Zone M (Medians) and Zone S (Sunnymead Boulevard)

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Candace Cassel
Special Districts Division Manager

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

FIRST EXTENSION AGREEMENT
PROJECT NO. M/12-13

**MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION**

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

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated August 13, 2012, referencing Project No. M/12-13 for the maintenance of the District's Median-Monument-Parkway landscaping and irrigation systems located within Zone M; and,

WHEREAS, a First Amendment to the Agreement was entered into on October 3, 2012, to include Zone S (Sunnymead Boulevard); and,

WHEREAS, a Second Amendment to the Agreement (Agreement, First Amendment and Second Amendment, collectively referred to as the "Amended Agreement") was approved by the CSD Board in May of 2013, to include additional median area to Zone M; and,

WHEREAS, landscape maintenance services as provided during the initial term of the Amended Agreement were sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Amended Agreement; and,

WHEREAS, the Amended Agreement as extended, hereinafter "First Extension Agreement" shall be extended for a period of twelve (12) months under the following terms:

1. The First Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014**.
2. In accordance with Exhibit D., 1., B., of the Agreement, this First Extension Agreement shall be considered the first of four possible Extensions of the Amended Agreement, and include those areas as provided in the Amended Agreement.

FIRST EXTENSION AGREEMENT
PROJECT NO. M/12-13
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

3. For the period of this First Extension Agreement and except where additional compensation is specifically provided for in the Amended Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this First Extension Agreement for maintenance of the parkway and median areas of Zone S and Zone M consistent with the payment terms of the Amended Agreement, in the total amount of **SIX THOUSAND SIX HUNDRED THIRTY AND 72/100 DOLLARS (\$6,630.72)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **SEVENTY-NINE THOUSAND FIVE HUNDRED SIXTY-EIGHT AND 64/100 DOLLARS (\$79,568.64)**.
4. Notwithstanding, Exhibit E, I., D., of the Agreement, the unit cost set forth in the Additional Work Price List, for any additional landscape areas added to the project during the period of this First Extension Agreement not presently identified herein shall be as follows:
 - A. Unit prices for Additional Work landscape areas:
 1. Additional parkway areas, planters (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.01845/sq.ft./mo.**
 2. Additional parkway areas, turf (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$0.01845/sq.ft./mo.**
5. Notwithstanding Exhibit C., 2 E. of the Agreement, for the period of this First Extension and except as specifically approved by subsequent action of the CSD Board or the City Manager as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this First Extension Agreement or the Amended Agreement in excess of the cumulative total of **ELEVEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$11,800.00)**. This additional work amount would allocate ten thousand two hundred and 00/100 dollars (\$10,200.00) to Zone M and one thousand six hundred and 00/100 dollars (\$1,600.00) to Zone S.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

FIRST EXTENSION AGREEMENT
PROJECT NO. M/12-13
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

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

Moreno Valley
Community Services District

Contractor: TruGreen Landcare

By: _____
Title: City Manager, Acting in the capacity of
District Manager to the Moreno Valley
Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or Assistant
Secretary

Date: _____
Affix Corporate Seal Below

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**SECOND AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
MORENO VALLEY COMMUNITY SERVICES DISTRICT
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION**

PROJECT NO. M/12-13

This Second Amendment to the Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, herein referred to as "City," and TruGreen Landcare, a California General Partnership herein referred to as "Contractor."

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT NO. M/12-13, herein referred to as "Agreement," dated July 3, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of the median-monument-parkway landscape and irrigation of the identified landscape areas; and,

WHEREAS, the Agreement was amended (First Amendment to the Independent Contractor Agreement hereinafter to as "First Amendment") to include the addition of Zone S (Sunnymead Boulevard) at a maintenance service frequency, per the Agreement provided on a once every four week rotation basis, ("Level 1 service"); and,

WHEREAS, the cost for Level 1 service is being provided at a rate of \$0.01845 per sq. ft., per month; and,

WHEREAS, the not-to-exceed (NTE) cost of the First Amendment increased the NTE cost of the Agreement from \$59,460.00 to \$70,435.92 to include \$10,975.92 for Zone S (49,575 sq. ft., at \$0.01845 per sq. ft. per month); and,

**SECOND AMENDMENT TO THE AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. M/12-13**

WHEREAS, the NTE cost of the First Amendment, should have referenced the CSD Board approved and authorized additional work amounts for Zones M and S, which were authorized by the CSD Board at their regular meeting held June 12, 2012, in the amount of \$5,800.00 (\$4,600.00 for Zone M and \$1,200.00 for Zone S) as per the Agreement Exhibit C.,2., E.; and,

WHEREAS, it is desirable to further amend the Agreement (Second Amendment to the Independent Contractor Agreement hereinafter "Second Amendment") to include 41,250 sq. ft. of additional planter area (identified as site No. 20) as part of Zone M at the Level 1 service; and,

WHEREAS, it is desirable to amend the Agreement to increase the NTE fee amount of the Agreement to accommodate the addition of certain landscape areas, as is more particularly described in Section 1 of this Second Amendment for the balance of the term of the Agreement through June 30, 2013; and,

WHEREAS, the Contractor has submitted a written Proposal dated April 25, 2013, a copy of which is attached as Exhibit A to this Second Amendment, and is incorporated herein by this reference, to address the additional planter area to Zone M.

SECTION 1. AMENDMENT to the AGREEMENT:

1.1 Exhibit A to the Agreement, is hereby further amended by modifying the PROJECT LOCATION MAP to include the addition of the Zone M median (Site No. 20), located along Eucalyptus Avenue (Sketchers Median).

1.2 Exhibit C to the Agreement as first amended is hereby further amended, by way of this Second Amendment, to revise the PAYMENT TERMS section from the NTE fee of \$70,435.92, to the new NTE fee of \$77,758.04, an increase of \$7,322.12 (\$4,600.00 for Zone M additional work, \$1,200.00 for Zone S additional work, and \$1,522.12 to fund the additional 41,250 sq. ft. of planter area in Zone M), the additional \$1,522.12 will allow service and payment of service for the

**SECOND AMENDMENT TO THE AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. M/12-13**

remaining months of FY 2012/13 (May 2013 and June 2013) at a rate of \$761.06 per month for the added median area (Site No. 20), which may be added to any Extension of the Agreement at an annual rate of \$761.06 per month.

1.3 The City agrees to pay the Contractor and the Contractor agrees to receive the amended NTE fee of \$77,758.04, which includes the additional compensation of \$1,522.12 as set forth in 1.2 herein, in consideration of the Contractor's performance of the work set forth in Exhibit A to this Second Amendment.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

**SECOND AMENDMENT TO THE AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. M/12-13**

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

Moreno Valley Community Services District

Contractor TruGreen Landcare

By: _____
Title: City Manager, Acting in the capacity of
District Manager to the Board of
Directors of the Moreno Valley
Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or Assistant
Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT
MORENO VALLEY COMMUNITY SERVICES DISTRICT
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION**

PROJECT NO. M/12-13

This First Amendment to Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "City," and TruGreen Landcare, a California General Partnership hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT NO. M-12/13, hereinafter referred to as "Agreement," dated July 3, 2012; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform maintenance of median-monument-parkway landscape and irrigation of the identified landscape areas; and,

WHEREAS, the cost for Level 1 service is currently being provided at a rate of \$0.01845 per sq. ft.; and,

WHEREAS, the original Agreement was authorized in the not-to-exceed (NTE) amount of \$59,460 to be paid at a rate of \$4,955 on a monthly basis in arrears; and,

WHEREAS, it is desirable to amend the Agreement to increase the NTE fee amount of the Agreement to accommodate the addition of certain landscape areas, as is more particularly described in Section 1 of this Amendment; and,

Whereas, the Contractor has submitted written acceptance dated May 10, 2012, a copy of which is attached as Exhibit "A" to this Amendment, and is incorporated herein by this reference, to address the additional service areas, which include the addition of Zone S (Sunnymead Boulevard).

**FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. M/12-13**

SECTION 1 AMENDMENT to ORIGINAL AGREEMENT:

1.1 Exhibit "A" to the Agreement is hereby amended by adding to the "PROJECT LOCATION MAP" section Exhibit "B" to this First Amendment, entitled "Moreno Valley Community Services District Extensive Landscaping & Irrigation", which generally identifies the location of the median-monument-parkway landscaping and irrigation.

1.2 Exhibit "C" to the Agreement is hereby amended by revising the "PAYMENT TERMS" section from the NTE fee of \$59,460 to the new NTE fee of \$70,435.92, which includes the \$10,975.92 (49,575 sq. ft., Level 1 service at \$0.01845 per sq. ft. per month) increase for additional work as described herein this First Amendment to the Agreement.

1.3 The City agrees to pay the Contractor and the Contractor agrees to receive the amended NTE fee of \$70,435.92, which includes the additional compensation of \$10,975.92 as set forth in 1.2 herein, which references the amended "TERMS OF PAYMENT," in consideration of the Contractor's performance of the work set forth in Exhibit "A" to this First Amendment.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

**FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
PROJECT NO. M/12-13**

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

Moreno Valley Community Services District
By: Michelle Dawson
Title: City Manager, acting in the capacity of
District Manager to the Board of Directors
of the Moreno Valley Community Services
District

Date: 10/3/12

Contractor
By: Martin McKenna
Title: (President or Vice President)

Martin McKenna
Branch manager
Date: 9/11/12

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:
Suparna Broyal
Deputy City Attorney

Date: 10-1-12

RECOMMENDED FOR APPROVAL:
[Signature]
Department Head

Date: 10/2/12

By: _____
Title: Corporate Secretary or Assistant
Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

Sharon Goodale-Sharp

From: Jared Rice <jared.rice@landcare.com>
Sent: Thursday, May 10, 2012 8:18 PM
To: Sharon Goodale-Sharp
Cc: Conrado Sigala
Subject: Fwd: Zone M Proposal & Inclusion of Added Area Zone S

Sharon-

Thank you so much for the great news below. Please let this serve as written acceptance to the below.

Please let me know if you need anything else from me. We look forward to working with you.

Thank you again.

Jared Rice
Branch Manager
TruGreen LandCare
c- (858) 337-9163
We Strive for 10/5!

----- Forwarded message -----

From: Conrado Sigala <conrado.sigala@landcare.com>
Date: Tue, May 8, 2012 at 3:35 PM
Subject: Fwd: Zone M Proposal & Inclusion of Added Area Zone S
To: Jared Rice <Jared.Rice@landcare.com>

----- Forwarded message -----

From: Sharon Goodale-Sharp <sharong@moval.org>
Date: Tue, May 8, 2012 at 3:27 PM
Subject: Zone M Proposal & Inclusion of Added Area Zone S
To: "conrado.sigala@landcare.com" <conrado.sigala@landcare.com>

Conrado -

After careful consideration, the Special Districts Division is recommending award of the contract for Zone M (Medians) Maintenance of Median-Monument-Parkway Landscaping & Irrigation to TruGreen Landcare. We have spoken with your Branch Manager, Jared Rice, to let him know that we are

recommending to the CSD Board the formal award of the contract, which will be presented to the CSD Board (City Council) at the June 12, 2012 City Council meeting.

Additionally, in speaking with your Branch Manager we also extended an invitation to add additional service area to the Zone M contract at the additional cost per sq. ft. rate of \$0.01845. This area is Zone S (Sunnymead Boulevard) and the request was to provide maintenance of the parkway & median landscaping & irrigation within that area. Per Dan Monto, Senior Landscape Services Inspector, for the Special Districts Division of the Public Works Department, Zone S is estimated at 49,575 sq. ft. of landscaped area and is located along Sunnymead Boulevard, between Frederick Street and Perris Boulevard. This would add an additional \$10,975.91 to the contract for a combined contract amount of \$70,435.91 for the 12 month period (July 1, 2012 – June 30, 2013). The breakdown would be Zone M (\$59,460.00) and Zone S (\$10,975.91).

Please send us a written confirmation of acceptance of this additional service area. Upon the CSD Board's approval, contracts will be mailed for formal signature and purchase orders will be prepared upon final execution of the contract documents.

If you have any questions, please let me know.

Sincerely,

Sharon Sharp

Senior Management Analyst

City of Moreno Valley

Special Districts Division

Public Works Department

P: (951) 413-3491

sharong@moval.org

Conrado Sigala
Account Manger

Branch 6169



1616 Marlborough Ave.Bldg. S
Riverside, CA 92507

Office Phone 951-688-6880

Office Fax 951-686-1486

Cell Phone 951-537-4737

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RFP NO. M/12-13

INDEPENDENT CONTRACTOR AGREEMENTRFP NO. M/12-13
PROJECT NO. M/12-13MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	TruGreen Landcare
Street Address	1616 Marlborough Ave., Suite. S
Street Address	
City, State, Zip	Riverside, CA 92507
Mailing Address	
(If same as Street Address, write same or same as above)	Same
Business Phone (with area code)	(951) 688-6880
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	
Email Address	
Social Security Number	
Business License Number	07754
Federal Tax ID Number	
Contractor's License Number & Classification	C27/D49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

- B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contract Starting Date is July 1, 2012 and the Contract Ending Date is June 30, 2013. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will consider Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Except for compliance with service schedules, general and technical specification provisions (which may also be referred to herein as specifications) and performance standards as provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, Housing Authority, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:
- General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:
- | | |
|-----------------|---|
| Bodily Injury | \$1,000,000 per occurrence/ \$2,000,000 aggregate |
| Property Damage | \$1,000,000 per occurrence/ \$2,000,000 aggregate |
- Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.
- Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide

legal defense for both the Contractor and the City, Housing Authority, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/District/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____
(Risk Manager)

Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City's Risk Manager prior to the execution of this Contract. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the Moreno Valley Community Services District, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, and, their officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail to the City of amendment or cancellation, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this

Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

- I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.
2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

- K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

- L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall

govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

1616 Marlborough Ave Bldg. S.
[Mailing Address (Post Office Box, if applicable)] Riverside, CA 92507
(951) 688-6880
[Telephone number]
(951) 686-1436
[Fax number]
Martin.McKenna@landcare.com
[Email address]

With a copy to:

[Attorney for Contractor, if applicable]

[Street Address]

[Post Office Box, if applicable]

[City, State, Zip]

[Telephone number]

[Fax number]

[Email address]

To District (CSD): MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951.413.3480
Fax Number: 951.413.3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951.413.3036
Fax number: 951.413.3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District

By: Michelle Dawson
Title: City Manager, acting in the capacity of District Manager to the Board of Directors of the Moreno Valley Community Services District

Contractor
By: [Signature]
Title: (President or Vice President)
Branch Manager

Date: 8/13/12

Date: 7/3/12

INTERNAL USE ONLY	
ATTEST:	
_____	City Clerk
APPROVED AS TO LEGAL FORM:	
<u>[Signature]</u>	City Attorney
<u>8/8/12</u>	Date
RECOMMENDED FOR APPROVAL:	
<u>[Signature]</u>	Department Head
<u>8/13/12</u>	Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(if applicable)

Date: _____

Affix Corporate Seal Below
(if applicable)

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

General Partners must sign on behalf of the partnership.

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of RIVERSIDE


On 7/9/12 before me, R. CASTRO NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared MARTIN J. MCKENNA

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

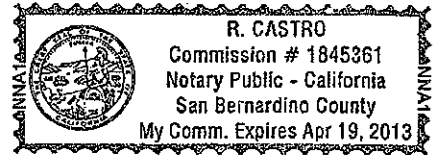
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

Individual(s)
 Corporate Officer

(Title)

Partner (s)
 Attorney-in-Fact
 Other _____

ADDITIONAL OPTIONAL INFORMATION
INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

Securely attach this document to the signed document.

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

**RFP NO. M/12-13
PROJECT NO. M/12-13**

**MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the Board of Directors of the Moreno Valley Community Services District, State of California, known as "CSD," has awarded to (See Below) as Principal hereinafter designated as "Contractor" and CSD is about to entered into an Agreement whereby the Contractor agrees to maintain the Streetscape Landscaping and Irrigation, as outlined in said Agreement, effective on the date signed by the President of the CSD Board or the District Manager to the CSD Board, and identified as PROJECT NO. M/12-13, is hereby referred to and made a part hereof; and

**TruGreen LandCare, a California General Partnership*

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the Moreno Valley Community Services District, County of Riverside, in the penal sum of Fifty Nine Thousand Four Hundred Sixty & 00/100 dollars, (\$ 59,460.00), lawful money of the United States, to be paid to the said CSD or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CSD, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the CSD in such suit, including a reasonable attorney fee to be fixed by the court.

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

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. M/12-13

BOND NO. 024047052

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 3rd day
of July 2012

CONTRACTOR (Principal)

SURETY

Contractor Name: TruGreen LandCare, a California
General Partnership

Name: Liberty Mutual Insurance Company

Address: 1616 Marlborough Ave, Bldg S
Riverside, CA 92507

Address: 790 The City Drive South, Suite 200
Orange, CA 92868

Telephone No.: 951-688-6880

Telephone No.: 714-634-3311

Print Name: Dennis Langer, Attorney-in-Fact

Print Name: Paul Boucher, Attorney-in-Fact

Signature: 

Signature: 

Approved as to Form this

8 day of 8 2012


City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JULY 3, 2012 before me, MISTY DAWN WRIGHT, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DENNIS LANGER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person() whose name() is subscribed to the within instrument and acknowledged to me that he/ she/ it executed the same in his/ her/ its authorized capacity(ies), and that by his/ her/ its signature on the instrument the person(), or the entity upon behalf of which the person() acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Misty Dawn Wright
Signature of Notary Public MISTY DAWN WRIGHT



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND

Document Date: JULY 3, 2012

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:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JULY 3, 2012 before me, MISTY DAWN WRIGHT, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared PAUL BOUCHER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person() whose name() is subscribed to the within instrument and acknowledged to me that he/ she/ it executed the same in his/ her/ its authorized capacity(), and that by his/ her/ its signature on the instrument the person(), or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Misty Dawn Wright
Signature of Notary Public MISTY DAWN WRIGHT



Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing:

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing:

TRUGREEN LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE

LOCATION

Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES

FEDERAL EMPLOYER

IDENTIFICATION NUMBER

TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17th day of May, 2012

TruGreen LandCare L.L.C.

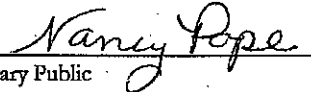
By: 
Vidyadhar Kulkarni, President & CEO

(Signature to be notarized)

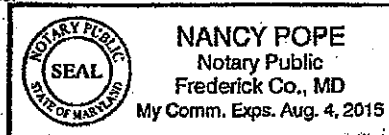
STATE OF MARYLAND)
COUNTY OF FREDERICK}

On this 17th day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainer, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5217833

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint: PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER,

all of the city of LOS ANGELES, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

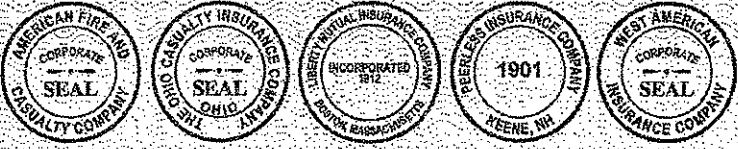
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUL 03 2012 day of July, 2012.



By: David M. Carey
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC
LMS - 2873_012012

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**LABOR AND MATERIAL BOND
PROJECT NO. MM12-13**

WITNESS our hands this 3rd day of July, 2012

PRINCIPAL

SURETY

Name: TruGreen LandCare, a California
General Partnership

Name: Liberty Mutual Insurance Company

Address: 1616 Marlborough Ave, Bldg S
Riverside, CA 92507

Address: 790 The City Drive South, Suite 200
Orange, CA 92868

Telephone Number: 951-688-6880

Telephone Number: 714-634-3311

By: 

By: 

Title: Dennis Langer, Attorney-in-Fact

Title: Paul Boucher, Attorney-in-Fact

By: _____

By: _____

Title: _____

Title: _____

Approved as to form this 8 day of 8 2012


City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JULY 3, 2012 before me, MISTY DAWN WRIGHT, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DENNIS LANGER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person() whose name() is subscribed to the within instrument and acknowledged to me that he/ she/ it executed the same in his/ her/ its authorized capacity(ies), and that by his/ her/ its signature on the instrument the person(), or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Place Notary Seal Above

Signature Misty Dawn Wright
Signature of Notary, Public MISTY DAWN WRIGHT

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: JULY 3, 2012

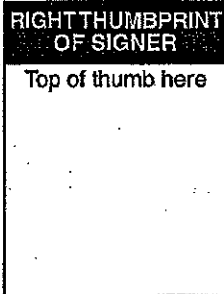
Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

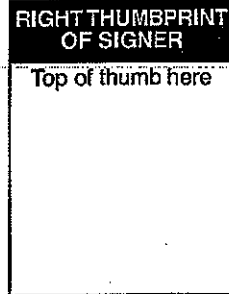
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On JULY 3, 2012 before me, MISTY DAWN WRIGHT, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared PAUL BOUCHER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person() whose name() is() subscribed to the within instrument and acknowledged to me that he/ she/ it executed the same in his/ her/ its authorized capacity(ies), and that by his/ her/ its signature() on the instrument the person(), or the entity upon behalf of which the person() acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Place Notary Seal Above

Signature

Misty Dawn Wright
Signature of Notary Public
MISTY DAWN WRIGHT

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: JULY 3, 2012

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

TRUGREEN LandCare™

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE	LOCATION
Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES

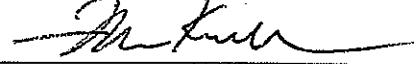
FEDERAL EMPLOYER IDENTIFICATION NUMBER

TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

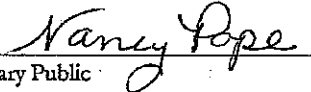
By: 
Vidyadhar Kulkarni, President & CEO

(Signature to be notarized)

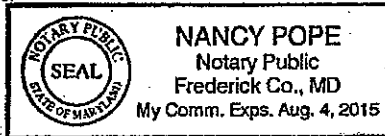
STATE OF MARYLAND}
COUNTY OF FREDERICK}

On this 17th day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainer, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5217838

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, DENNIS LANGER,

all of the city of LOS ANGELES, state of CALIFORNIA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of this Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

JUL 03 2012

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 2012.



By: *David M. Carey*
David M. Carey, Assistant Secretary

FOA - AFCC, LMIC, OIC, PIC & WAIC
LMS - 12873_012012

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT A
RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. GENERAL PROVISIONS - SCOPE OF WORK

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the Board of Directors of the Moreno Valley Community Services District establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 20, Project Location Map.
- B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf, groundcover, and shrub areas designated hereunder; regularly maintain and prune those portions of trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Specification Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the General and Technical Specification Provisions of this Contract and in accordance with an approved service schedule, as approved by the Director. Service schedules may be modified with 30 days advance written notice by the District.

2. GENERAL PROVISIONS - SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and monthly and annual work schedules submitted as a part of the Contractor's RFP, and incorporated herein by this reference. These schedules, and any approved revisions thereto, will be used by the District as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, or monthly and annual work schedules may not be implemented without the prior written approval of the Director. The Contractor is required to submit proposed revisions regarding facilities, equipment or monthly and annual work schedules in writing to the District at the address as set forth in the Independent Contractor Agreement, Section 3, paragraph N. at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions concerning facilities, equipment, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations. Specialty type maintenance operations includes, but is not limited to:
1. Fertilization;
 2. Turf Aeration;
 3. Application of pesticides by any method;
 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- F. When inclement weather renders performance per the approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to adjust his work force in order to accomplish those work items not affected by weather, and will contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4

- G. For the purposes of this Contract, "Working Days" are Mondays through Thursdays, excluding holidays as provided herein. On those days maintenance is to be provided pursuant to the work schedule as approved by the Director. The hours of on site maintenance service will be from 7:00 a.m. to 4:30 p.m., not including mobilization to or from work site. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day in advance for the Director's approval.

3. GENERAL PROVISIONS - FUNCTIONS AND RESPONSIBILITIES

- A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

- C. The Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director. Failure to attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.
- D. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
- | | |
|---------------------------------------|--|
| 1. City Manager | 6. Street Maintenance Supervisor |
| 2. Director of Public Works | 7. Senior Landscape Services Inspector |
| 3. Police Department | 8. Landscape Services Inspector |
| 4. Fire Department | 9. Landscape Irrigation Technician |
| 5. Special Districts Division Manager | |

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. GENERAL PROVISIONS - CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.
- D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.
- Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.
- E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. GENERAL PROVISIONS - EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. GENERAL PROVISIONS - COMPLAINTS

- A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.
- B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Exhibit A, Section 3, paragraph B.
- C. In addition to the provisions of Section 6., paragraph A. in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. GENERAL PROVISIONS - SAFETY

- A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

- C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Exhibit A Section 3, paragraph B., above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

- E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Section 3, paragraph J of the Independent Contractor Agreement.

8. USE OF CHEMICALS

- A. Before the beginning of the Contract period, the Contractor is required to submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS) of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.
- B. Director shall be notified in writing of any changes or deviations from the list as referenced in Exhibit A, Section 8, Paragraph A. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- D. Contractor shall report all fertilizers and pesticides used in the performance of the work as an element of Contractor's Monthly Report, as set forth in Exhibit A, Section 3, paragraph B. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City and the Community Services District of the City of Moreno Valley (CSD). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City or CSD and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the CSD that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

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

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL SPECIFICATION PROVISIONS

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed per the Frequency of Service table, as set forth in Exhibit E. Should weather and/or site conditions preclude the normally scheduled frequency of this service during any month, or portion thereof, the maintenance schedule shall be modified at the discretion and approval of the Director.
2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.
7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.
11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
12. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.
13. Pest control: See Technical Specification Provisions - Pesticide Use, Section 19.
14. Aeration:
 - (a) All turf areas shall be aerated at the frequency as set forth per the frequency of service table, in Exhibit E, unless otherwise directed by the Director;
 - (b) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - (c) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - (d) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - (e) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Specification Provisions - Fertilization, Section 18.
15. Renovation/thatching and additional aeration operations are to be considered Additional Work, per Exhibit C., Section 2.
16. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.
3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
4. Trees shall be pruned at any time in order to:
 - (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Portions of trees up to eighteen feet (18') in height shall:
 - (a) Be pruned to enable successful adaptation to their particular site situation;
 - (b) Have no more than one-third (1/3) of living branches removed annually;
 - (c) Be fertilized only as directed by District field staff.
6. Portions of trees over eighteen feet (18') in height shall:
 - (a) Be inspected annually;
 - (b) Pruned and/or trimmed as necessary to maintain proper site orientation;
 - (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
7. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order.

- (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.
8. The following practices shall not be allowed:
- (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 - (c) Use of pruning paint/pruning compound/wound dressing;
 - (d) Use of climbing spurs or gaffs.
9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.
11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
12. Pest control: See Technical Specification Provisions – Pesticide Use, Section 19.
13. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

C. SHRUB CARE

- 1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- 2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
- 3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
- 4. Shrubs shall be pruned and/or trimmed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director, in order to

- (a) Remove dead, diseased, or damaged branches;
 - (b) Remove unwanted encroachments into public and/or utility rights-of-way;
 - (c) Correct any condition which the Director has deemed to be hazardous.
5. Shrubs shall be pruned in a manner that will:
- (a) Enable successful adaptation to their particular site situation;
 - (b) Follow the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
6. Pruning tools must:
- (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
7. The following practices are not allowed:
- (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 - (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 - (c) Use of pruning paint/pruning compound/wound dressing.
8. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.
9. Pest control: See Technical Specification Provisions -Pesticide Use, Section 19.
10. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
2. For the purposes of these Technical Specification Provisions, ground covers

are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').

3. Ground covers shall be pruned/trimmed per the frequency of service table, as set forth in Exhibit E , unless otherwise directed by the Director in order to:
 - (a) Remove dead, diseased, or damaged branches/crowns;
 - (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - (c) Correct any condition which the Director has deemed to be hazardous.
4. Ground covers shall be pruned/trimmed/renovated:
 - (a) To enable successful adaptation to their particular site situation;
 - (b) In accordance with accepted practices for the particular species in question;
5. Pruning tools shall:
 - (a) Be kept properly sharpened, and in proper working order;
 - (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
7. Fertilization: See Technical Specification Provisions - Fertilization, Section 18.
8. Pest control: See Technical Specification Provisions -Pesticide Use, Section 19.
9. Failure to adhere to the Technical Specification Provisions of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

E. WEED CONTROL

1. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds

2. Weed control shall be addressed per the frequency of service table, as set forth in Exhibit E, unless otherwise directed by the Director.
3. Chemical weed control: See Technical Specification Provisions – Pesticide Use, Section 19.
4. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.
5. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
6. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. Said maintenance shall include, but not be limited to: visual and operational inspections; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.
3. For the purposes of this section, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers, sprinkler components, drip systems (including dripper line, emitters, and any and all related components), and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.
4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.
5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
6. Automatic irrigation systems shall:

- (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage;
 - (b) Be turned off during periods of rainfall, or as directed by District field staff;
 - (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
7. Manually operated irrigation systems shall:
- (a) Be operated only when Contractor's personnel are present on site;
 - (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;
 - (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.
9. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. Debris/litter control shall be provided per the frequency of service table, as set forth in Exhibit E, unless otherwise stated herein this Section and/or as directed by the Director.
2. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
3. Contractor shall remove from both planted areas and adjacent hardscapes/walkways the following items, which include but are not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by the Contractor before the close of business the working day following notification of this condition.
4. All hardscape areas that include, but are not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
5. The Contractor shall dispose of all debris and litter, as described herein Exhibit A, Section 17, letter G, paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices such as, televisions, computers and computer monitors; firearms, ammunition or other appliances. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
7. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in the performance of contract's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in the course of the performing the contract's Scope of Work services at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
5. Failure to adhere to the Specifications of this section may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL SPECIFICATION PROVISIONS - FERTILIZER

A. TURF FERTILIZATION

1. Fertilizer shall be applied to turf areas in accordance with Table I, below. The frequency of service for turf fertilization is also referenced in Exhibit E, Section V., Frequency of Service Table. At the discretion and request of the

Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this Specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See the following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See the following sections, below, regarding fertilizers.

2. Humus base fertilizers to be applied by drop spreader only.
3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. Fertilizer shall be applied to all shrubs and ground covers in accordance with Table II below as noted. The frequency of service for shrub and ground cover fertilization is also referenced in Exhibit E, Section V. At the discretion and request of the Director, additional applications at the pricing terms as listed in the additional work section of Schedule II may be provided. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4. All fertilizers are to be of indicated analysis or better.

TABLE II

Month**	Number of Apps	Type of Fertilizer	Rates per 1,000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

**Service areas on Level 3 (12 Week) service rotation receive shrub and ground cover fertilization one time (1) per year in April.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.
4. Written notification is required to Director five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.
2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - (b) No injecting or drilling into tree trunk will be allowed.
 - (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.
5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL SPECIFICATION PROVISIONS – PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District encourages the use of effective alternative pest control measures.
2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.
3. All pesticide applications shall be applied as directed by the Director.
4. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
5. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Exhibit A., Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Exhibit A, Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
6. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
2. For pesticide application reporting specifications, see Exhibit A., Section 3 – Functions and Responsibilities and Exhibit A., Section 8. – Use of Chemicals.
3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control
 - (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed in accordance with the Frequency of Service Table as provided in Exhibit E, Section V., or as determined by the Director.
 - (b) Appropriate chemical control must be used on the following weeds.
 - Bermuda Grass
 - Kikuyu Grass
 - Nutsedge
 - Field Bindweed
 - Spurge

The aforementioned list is inclusive; other species may be added by the Director as necessary.
 - (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
2. Snail Control
 - (a) Snails shall be controlled on a regular basis on the following plant species:
 - Agapanthus africanus
 - Aptenia sp.
 - Gazania sp.
 - Hemerocallis sp.

- (b) Snails shall be controlled on an as needed basis on all other plant material.
- (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

- (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (b) The Director may require all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (c) The Director may require all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (d) The Director may require all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.
- (e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA**1. Weed Control**

- (a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

- (a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.
- (b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. PROJECT LOCATION LIST

**Moreno Valley Community Services District
Extensive Landscaping & Irrigation**

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
 - 17,895 square feet (includes 5,477 sq.ft. turf)
 - 8 trees
 - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
 - 60,423 square feet (includes 21,325 sq.ft. turf)
 - 75 trees
 - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
 - 68,445 square feet (includes 34,565 sq.ft. turf)
 - 64 trees
 - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
 - 15,609 square feet
 - 4 trees
 - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
 - 17,470 square feet
 - 21 trees
 - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
 - 751 square feet
 - 1 tree
 - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
 - 5,535 square feet
 - 15 trees
 - 8 remote control valves - 1 controller
8. North of Iris Ave
 - 2,200 square feet
 - 7 trees
 - 4 valves - 1 controller
9. North of Krameria Avenue
 - 3,324 square feet
 - 5 trees
 - 3 valves - 1 controller
10. At San Michele Road
 - 5,335 square feet
 - 10 trees
 - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
 - 4,110 square feet
 - 8 trees
 - 1 controller
12. Perris Blvd (South of Globe St)
 - 4,950 square feet
 - 12 trees
 - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
 - 1,760 square feet
14. Perris Blvd (South of Iris Ave)
 - 5,838 square feet

Elder Avenue Retention Basin Parkway

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
 - 7,471 square feet
 - 1 tree
 - 2 remote control valves - 1 controller

Cactus Avenue Medians

16. Cactus Ave. west of Elsworth
 - 2,500 square feet
 - 5 trees
 - 4 valves - 1 controller
17. Cactus Ave between Frederick St & Heacock St
 - 31,232 square feet

Moreno Beach Medians

18. Moreno Beach Dr (North of Cactus Ave)
 - 9,396 square feet

Old 215 Medians

19. Old 215 (South of Alessandro Blvd)
 - 4,328 square feet

EXHIBIT B: District Responsibilities
RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

- A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."
- B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of the same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.
- B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

RFP NO. M/12-13

PROJECT NO. E-3/11- 12

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

- A. The Contractor will be paid monthly per site based upon successful performance of the maintenance services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) Greenwaste, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month, and 5) a detailed invoice for services in accordance with the Contract price for the work performed, which shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org.

Accounts Payable questions can be directed to 951.413.3073.

Copies of invoices and reports will be submitted to the Special Districts Division of the Public Works Department at specialdistricts@moval.org. Calls may also be directed to the Special Districts Division at 951.413.3480.

- B. The Contractor will obtain and keep current during the term of this Contract, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at http://www.moval.org/do_biz/biz-license.shtml.
- C. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of four thousand, nine hundred fifty five dollars and 00/100 (\$4,955.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed fifty nine thousand, four hundred sixty dollars and 00/100 (\$59,460.00), except as provided for in Section 2 below. The compensation specified herein this section is for the maintenance of Zone M, as specified within this contract.

- D. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall_forms.shtml#bf.
- E. The minimum information required on all invoices includes:
1. Vendor Name, Mailing Address and Phone Number
 2. Invoice Date
 3. Vendor Invoice Number
 4. City – provided Reference Number (Project No. and Title)
 5. Detailed work hours by class title (e.g. Manager, Technician or Specialist), services performed, and rates, explicit portion of a contract amount or detailed billing information is sufficient to justify the invoice amount: single or lump sum amounts without detail are not acceptable.
- F. The City shall pay the Contractor for all invoiced and authorized maintenance services within thirty (30) days of receipt of invoice for the same.
- G. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

- A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, in addition to the work set forth in Exhibit A, General Provisions - Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Schedule II, Sections B & C or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth herein Exhibit C, Section 2, paragraph B., below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

- B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.
- C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in Exhibit E, Schedule II, shall be prorated from the day the Contractor commences work on the additional areas.
- D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Schedule II, Section B and C. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).
- E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of 5,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- A. Work required in the General or Technical Specification Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General and/or Technical Specification

Provisions; submit notifications or reports required by the Contract, for General or Technical Specifications Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General or Technical Specification Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of

\$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, telephone, facsimile transmission or in writing.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

RFP NO. M/12-13

PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

- A. Following approval by both parties, the Contract will commence on July 1, 2012, and shall terminate June 30, 2013 (12) months thereafter.
- B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.
- C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:
- That the Contractor's performance during the preceding twelve months has been satisfactory, and;
- That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.
- D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

RFP NO. M/12-13
PROJECT NO. M/12-13

MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

RFP NO. M/12-13

RFP NO. M/12-13
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MORENO VALLEY COMMUNITY SERVICES DISTRICT
ZONE M (MEDIANS)
MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

I: SCHEDULE I - VENDOR INFORMATION

A. COMPANY NAME: TruGreen Landcare

TYPE

- Sole proprietor _____
- Partnership X
- Corporation _____

B. COMPANY ADDRESS (STREET) 1666 Marlborough Ave, Bldg. S
(CITY, STATE, ZIP) Riverside, CA 92507

C. COMPANY ADDRESS (MAILING) Same as above
(CITY, STATE, ZIP) _____

D. BUSINESS PHONE NUMBER (with area code) (951) 688-6880

E. SATELLITE OFFICE ADDRESS (if applicable):
N/A

F. SATELLITE OFFICE PHONE NUMBER N/A

G. CONTRACTOR'S LICENSING INFORMATION:

1. LICENSE NUMBER/CLASSIFICATION/NAME STYLE: #970508
class C27/D49

2. NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 1 month

3. LICENSE EXPIRATION DATE: Feb. 28, 2014

4. CURRENT LICENSE STATUS: Active

5. PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No

6. IF YES, LIST CITATION TYPE AND HOW RESOLVED: N/A

H. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

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

TruGreen LandCare L.L.C. - partner
TruGreen Companies L.L.C. - partner

J. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 28

K. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 28

L. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED IN ANSWER TO THIS QUESTION (QUESTION L.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL NUMBER OF LANDSCAPE MAINTENANCE CONTRACTS: OVER 200

PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 6%

TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: \$3,600,000 out of Riverside Branch

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: <u>3</u>	AVERAGE WAGE SCALE: <u>\$45-65 /K*</u>
TECHNICIANS: <u>6</u>	AVERAGE WAGE SCALE: <u>\$ 15.00/Hr.*</u>
FOREMEN: <u>18</u>	AVERAGE WAGE SCALE: <u>\$ 13.75 /Hr.*</u>
LABORERS: <u>42</u>	AVERAGE WAGE SCALE: <u>\$ 8.75 /Hr.*</u>

Salary

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES

- TYPE: Dump Truck F450 NUMBER: 6
- TYPE: _____ NUMBER: _____

References:

1. City of Rancho Cucamonga
9153 9th Street
Rancho Cucamonga CA 91730
Don Gentry (909) 477-2700
December 1999 to Present
\$505,000.00 Annually
Square Footage: 45 Acres.
Areas Serviced: LMD's throughout the City

2. Marriott Desert Springs Villas
1091 Pinhurst
Palm Desert CA 92260
Glenn Knorr (760) 779-1291
2005 to Current
\$536,400.00 Annually.
Square Footage: 30 Acres.
Areas Serviced: Common Areas & High Profile Areas.

3. City of Banning
5261 W. Wilson
Banning CA 92220
Carl Szoyka (951) 922-3286
September 2005 to Present
\$31,000.00 Annually.
Square Footage: 2.5 Acres.
Areas Serviced: City Hall, Aquatic Center, Police Departments.

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

B POWER EQUIPMENT

- TYPE: Mowers 21", 36", 48", 60" NUMBER: 52
- TYPE: Blowers NUMBER: 22
- TYPE: Hedge Trimmers NUMBER: 22
- TYPE: Weedeaters NUMBER: 30

II: REFERENCES

Attach Responses to this question on additional sheets – One sheet per reference

- A. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
- B. REFERENCE RESPONSES MUST INCLUDE:
1. NAME AND ADDRESS OF AGENCY;
 2. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
 3. CONTRACT NAME(S) / NUMBER(S);
 4. ANNUAL CONTRACT AMOUNT(S);
 5. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
 6. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
 6. LENGTH OF CONTRACT(S).
- C. THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:
1. How many (number) of contracts and years under contract?
 2. What are/were the Scope of the contract(s), acreage amounts, location(s)?
 3. What are/were the Contract amount(s)?
 4. Do/did they have adequate (quantity/quality) staffing?
 5. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
 6. Does staff have the ability to comprehend/speak English?
 7. How are/were the appearance, uniforms, and use of safety equipment?
 8. Do/did they have availability of additional personnel for extra work/special projects?
 9. Is/was the equipment used in good working order?
 10. Do/did they have an effective in-company communications system?
 11. How is/was the knowledge of and the project/contract standards?
 12. Do/did they have the ability to respond to complaints/requests in a timely fashion?

RFP NO. M/12-13

13. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
14. How accurate & timely is/was billing/invoicing?
15. Have Contract(s) been successfully completed to term?
16. Would you accept future proposals/bids from this company?

III: PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

- A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

Riverside Office:
11611 Marlborough Ave, Bldg. S
Riverside, CA 92507

- B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

Lazer riding mower, 36" walk behind mower,
21" mower, power edger, hedge trimmers, blowers,
weed eater, chain saw

2. **Motor Vehicles:**

1- Stake bed F-350
1- Pick up F-150
1- Spray Truck F350 w/Bubble tanks

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

Power edgers & mowers above under equipment

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Vermeer 1800 Chipper
Vermeer Stump Grinder
Hedge trimmers, weedeater

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

Irrigation truck & Rain master
remote controls

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

Lesco Spreader & Belly grinders

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

Spray truck with tanks & Lesco Back-Pack

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- C. **Staff:** - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Technical Specification Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**

(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Conrado Sigala - Area Manager
Foreman and Laborers - TBD
Admin Staff

2. **Tree Trimming/Maintenance:**

(List any ISA or equivalent certified personnel)

Rafael Gomez - ISA Certified

3. **Irrigation System Maintenance:**

(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Gilberto Castillo
Pablo Penaloza

4. **Pesticide Application:**

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

Ray Velasquez - QAL 103311

IV: PROPOSED PROJECT WORK SCHEDULES

Pages 70-73 contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedule for performing the services as describe in Exhibit A. For those services listed under the Technical Specification Provisions found in Exhibit A, Section 17, and Sections 18 A (Turf Fertilization) and 18 B (Shrub & Ground Cover Fertilization) refer to the FREQUENCY OF SERVICE TABLE located in Exhibit E, Section V., Use additional sheets as necessary to provide a full and comprehensive response on each of the schedule sheets.

If selected, the awarded Contractor will provide the CSD, within 30 days after contract execution, a mapped work schedule for Zone M. Sample mapped work schedules have been provided for reference.

A. MONTHLY SCHEDULE SHEET

1. List all tasks specified to be performed on a weekly or monthly basis for the Zone M areas in the box corresponding to the day of the week/month the work is proposed to be performed.
2. Be sure to include administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET

1. List all tasks specified to be performed for the Zone M areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed.
2. Be sure to include any administrative tasks such as report submittals, meetings, etc.
3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

ZONE M MONTHLY SCHEDULE SHEET

**SERVICE SCHEDULE LEVEL 1
PROPOSED PROJECT WORK SCHEDULES**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1	Irrigation - 8 hrs	Mow/Edge - 12 hrs Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	
WEEK #2	Irrigation - 8 hrs	Mow/Edge - 12 hrs Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	
WEEK #3	Irrigation - 8 hrs	Mow/Edge - 12 hrs Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	
WEEK #4	Irrigation - 8 hrs	Mow/Edge - 12 hrs Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs	

ZONE M MONTHLY SCHEDULE SHEET

**SERVICE SCHEDULE LEVEL 2
PROPOSED PROJECT WORK SCHEDULES**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1	Irrigation - 8 hrs	Mow/Edge - 12 hrs Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs		
WEEK #2	Irrigation - 8 hrs	Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs		
WEEK #3	Irrigation - 8 hrs	Trim/Prune - 14 hrs Mow/Edge - 12 hrs Weeding - 4 hrs Litter - 4 hrs		
WEEK #4	Irrigation - 8 hrs	Trim/Prune - 14 hrs Weeding - 4 hrs Litter - 4 hrs		

ZONE M ANNUAL SCHEDULE SHEETSERVICE SCHEDULE LEVEL 1
PROPOSED PROJECT WORK SCHEDULES

JANUARY	FEBRUARY Turf Fertilization 22-0-6 Scotts Proturf	MARCH Broadleaf Weed Control Turf Areas
APRIL Shrub & Ground Cover 23-5-10 Best Poly Supreme	MAY	JUNE Turf Fertilization 22-5-5 Best Turf Gold
JULY	AUGUST	SEPTEMBER
OCTOBER Turf Fertilization 22-5-5 Best Turf Gold	NOVEMBER Broadleaf weed Control Turf areas	DECEMBER

ZONE M ANNUAL SCHEDULE SHEET**SERVICE SCHEDULE LEVEL 2
PROPOSED PROJECT WORK SCHEDULES**

JANUARY 	FEBRUARY Turf Fertilization 22-0-6 Scotts Proturf	MARCH Broadleaf Weed Control Turf Areas
APRIL Shrub & Ground Cover 23-5-10 Best Poly Supreme	MAY	JUNE Turf Fertilization 22-5-5 Best Turf Gold
JULY	AUGUST	SEPTEMBER
OCTOBER Turf Fertilization 22-5-5 Best Turf Gold	NOVEMBER Broadleaf Weed Control Turf Areas	DECEMBER

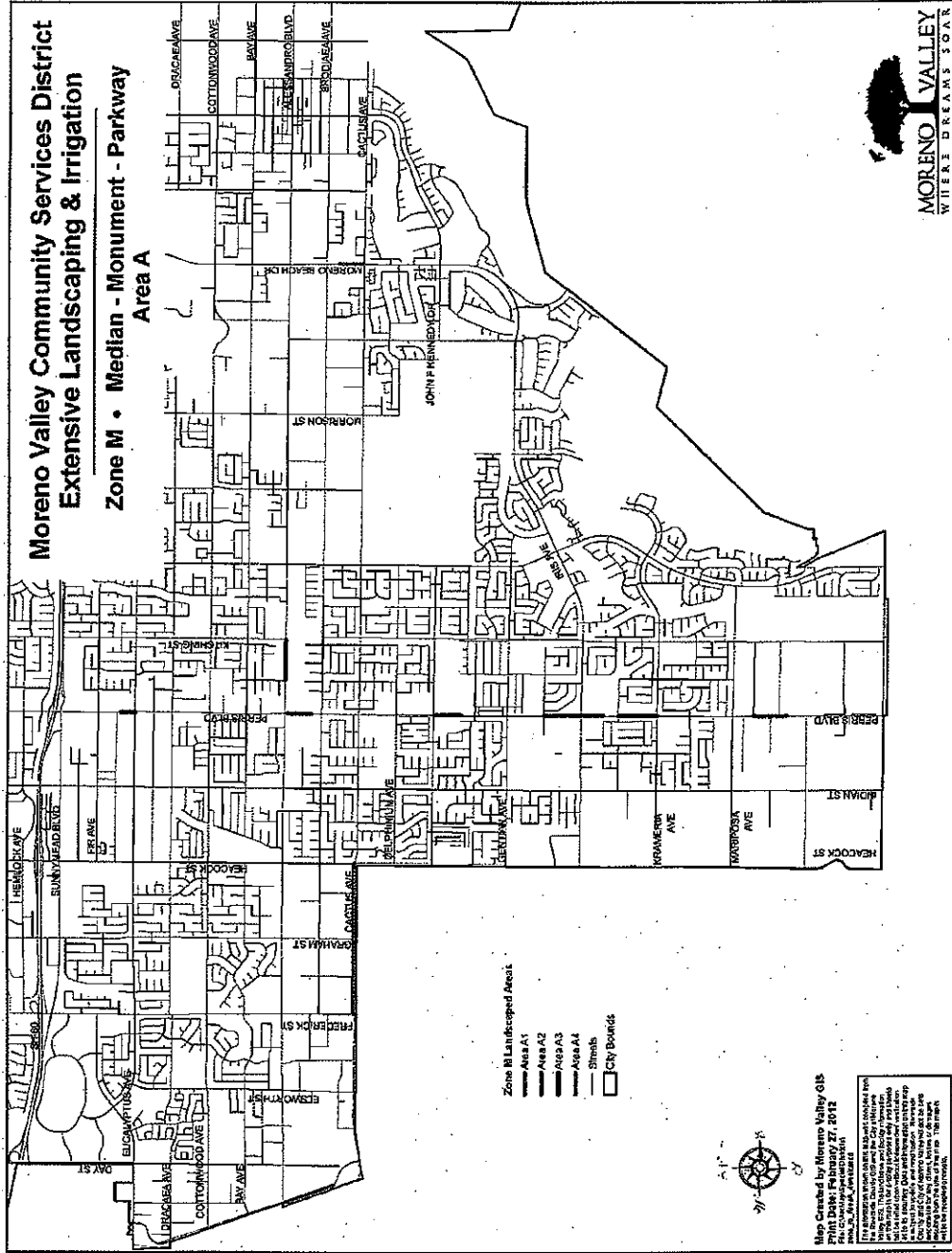
V: FREQUENCY OF SERVICE TABLE

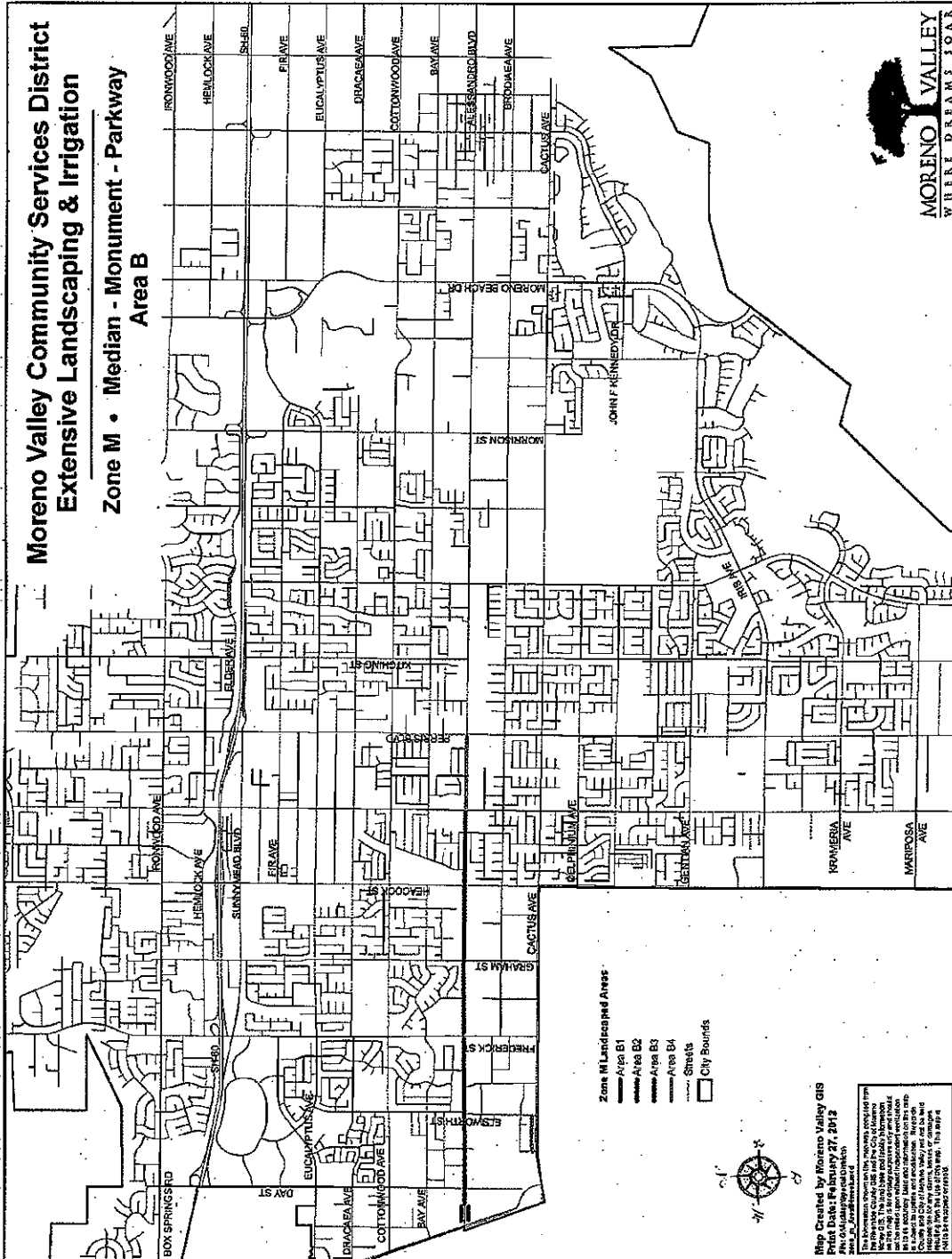
Service Type	Service Schedule Level 1 (4 Week)	Service Schedule Level 2 (8 Week)	Service Schedule Level 3 (12 Week)
17.A. Turf Care Mow/edge/trim Aeration	Weekly Bi-annually (Spring & Fall)	Every other week Bi-annually (Spring & Fall)	Every other week Annually (Spring)
17.C. Shrub Care Prune/trim	Monthly	6x's per year	4x's per year
17.D. Ground Cover Prune/trim	Monthly	6x's per year	4x's per year
17.E. Weed Control Weed control	Monthly	6x's per year	4x's per year
17.G. Debris/Litter Debris/Litter removal	Weekly	Every other week	Monthly
18.A. Turf Fertilization	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)	3x's per year (Feb., June & Oct.)
18.B. Shrub/Ground Cover Fertilization	2x's per year (April & Sept.)	2x's per year (April & Sept.)	1x per year (April)
19. C. 1. (a) Ground covers, shrubs & trees - Pesticide usage criteria	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*	2x's per year (Spring & Fall)*

* specification of month to be approved by Director in advance of application

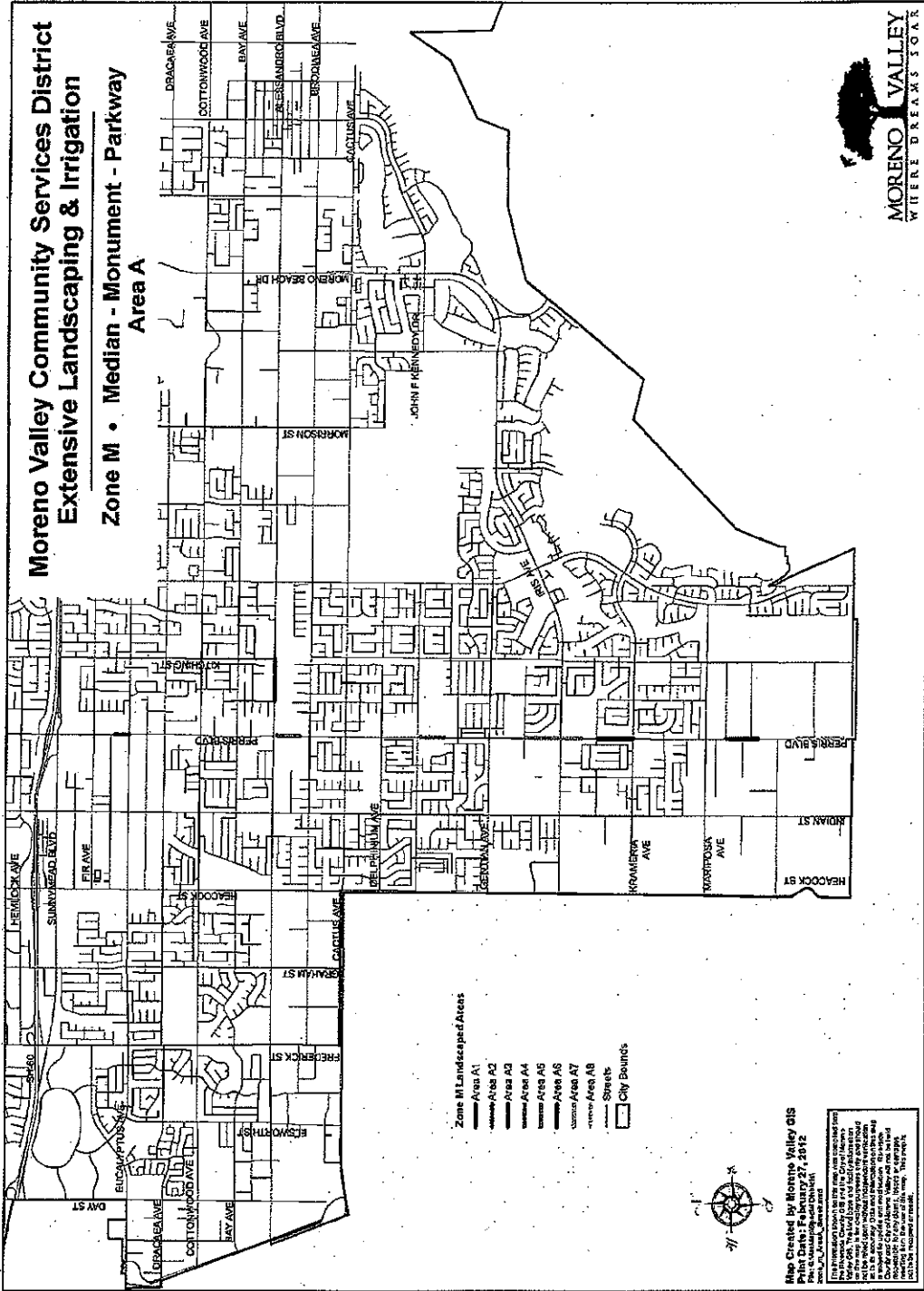
VI: SAMPLE SERVICE SCHEDULES

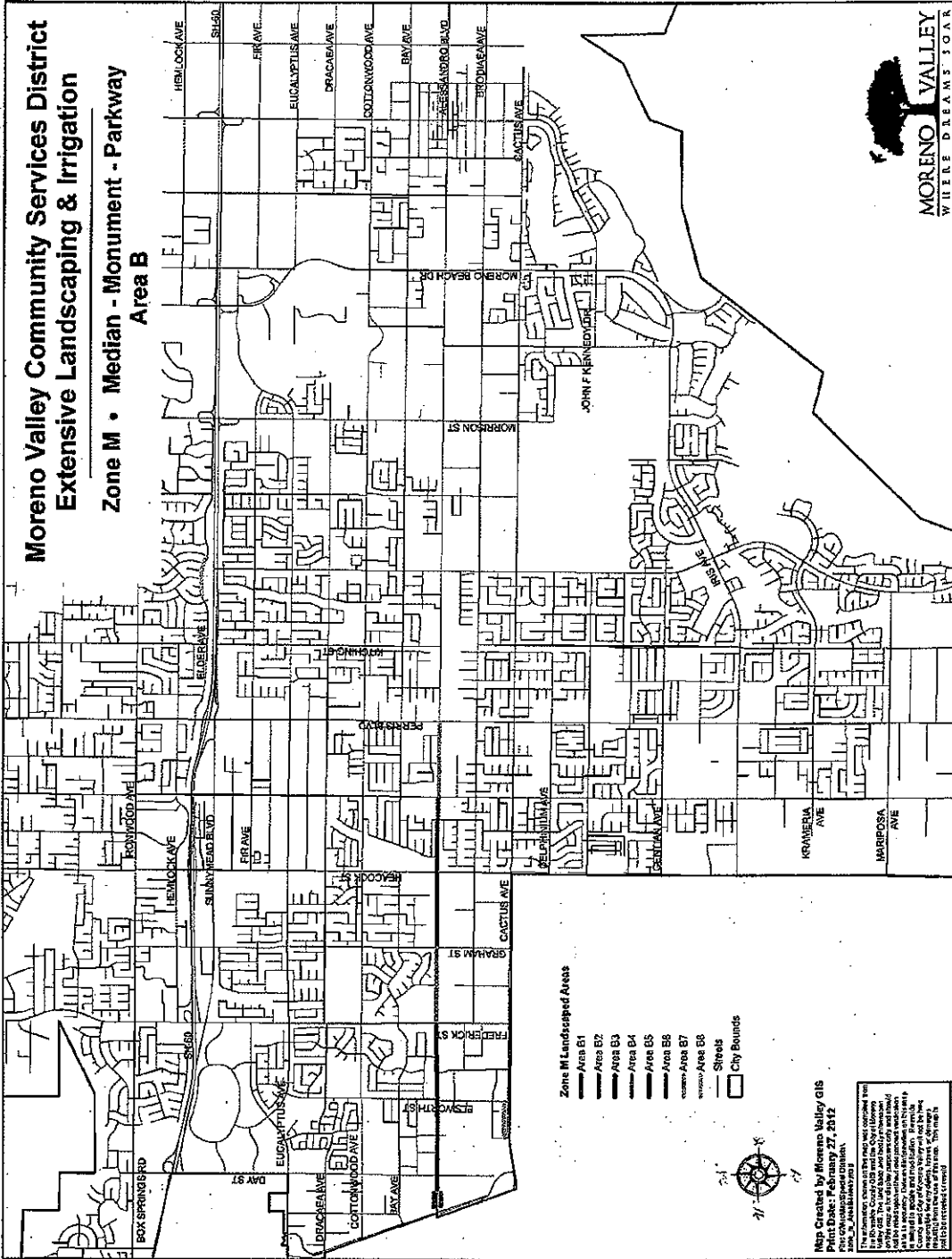
A. Zone M - 4 WEEK ROTATION



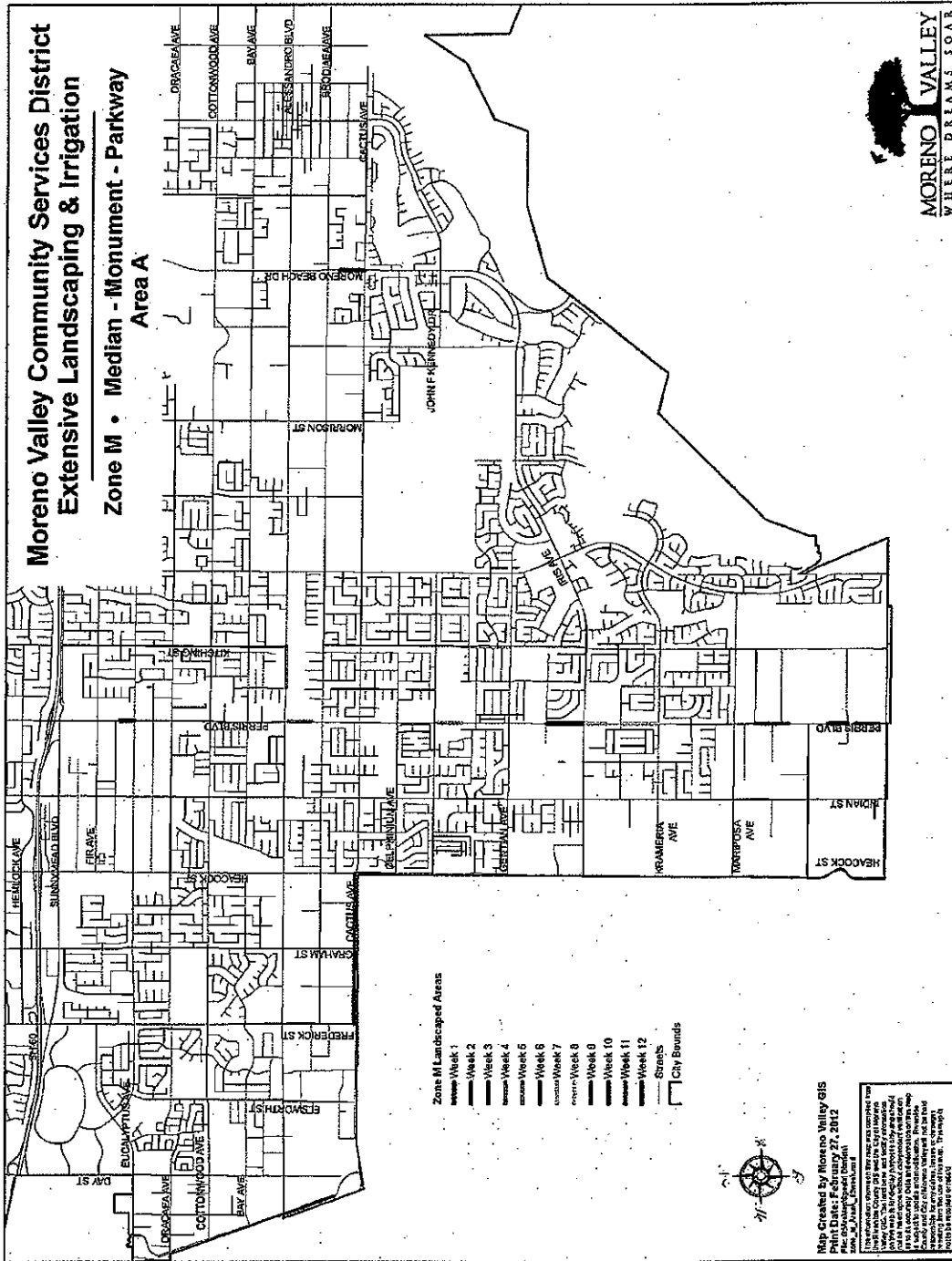


B. Zone M - 8 WEEK ROTATION (Service Schedule Level 2)





C: Zone M - 12 WEEK ROTATION (Service Schedule Level 3)



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VII. PROPOSED ANNUAL MATERIAL SCHEDULE**A. Fertilizers:**

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Growpower Fertilizer	3500 lbs.	\$2,050.00
Best 23-5-10 Poly Supreme	3500 lbs.	\$1,800.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro	28 gal	\$550.00
Fusilade - Post grass control	3 qt.	\$250.00
Ronstar - Pre-Emergent	35 bags	\$3,070.00
Snail Bait	200 lbs.	\$475.00

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VIII. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING**A. Communications:**

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In the field - 6:30 - 5:00 pm Area Manager - cell phone
 Office - 7:00 am - 4:30 pm Office Staff
 After Hours - 5:00 pm - 8:00 am Emergency phone #

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

TruGreen Workzone Safety Program. All employees are certified (Safety Coordinator - Ray Velasquez) does weekly on site safety inspections and tailgate meetings. Traffic cones & arrow boards are used as needed.

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C. Greenwaste Recycling:

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Industries
1850 Aqua Mansa Rd.
Riverside, CA 92509
(951) 685-5516

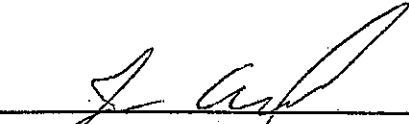
RFP NO. M/12-13

X. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

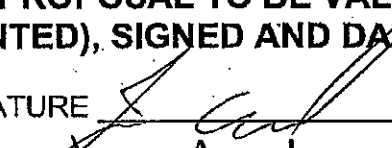
SIGNATURE 
PRINTED NAME Jim Angel
TITLE Branch Manager
COMPANY NAME TruGreen LandCare
DATE March 28, 2012

XI. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and TruGreen LandCare, and further, the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind TruGreen LandCare to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. - Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE 

NAME Jim Angel

TITLE Branch Manager

COMPANY NAME TruGreen LandCare

DATE March 28, 2012

I. SCHEDULE II

BID SCHEDULE

PROPOSER: TruGreen LandCare
(Company Name)

A. SERVICE SCHEDULES Level 1 – Current Service for Area A

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd Flaming Arrow Drive to Kitching Street	Planter: 17,470 sq. ft.	\$ 322.31	\$ 3,867.74
Old Hwy 215 South of Alessandro Blvd	Planter: 4,328 sq. ft.	\$ 79.85	\$ 958.19
Perris Blvd. South of Alessandro Blvd.	Planter: 751 sq. ft.	\$ 13.86	\$ 166.27
Perris Blvd. North of Iris Ave.	Planter: 2,200 sq. ft.	\$ 40.59	\$ 487.06
Perris Blvd. North of Krameria Ave.	Planter: 3,324 sq. ft.	\$ 61.33	\$ 735.91
Perris Blvd. at San Michele Rd.	Planter: 5,335 sq. ft.	\$ 98.43	\$ 1,181.13
Perris Blvd. North of Globe St.	Planter: 4,110 sq. ft.	\$ 75.83	\$ 909.93
Perris Blvd. South of Globe St.	Planter: 4,950 sq. ft.	\$ 91.32	\$ 1,095.90
Perris Blvd. North of Eucalyptus Ave.	Planter: 1,760 sq. ft.	\$ 32.47	\$ 389.65
Perris Blvd. South of Iris Ave.	Planter: 5,838 sq. ft.	\$ 107.71	\$ 1,292.49
South side of Elder Ave. from Greenville Ave to Brewster Dr.	Planter: 7,471 sq. ft.	\$ 137.84	\$ 1,654.03
Cactus Ave. Between Frederick St. & Heacock St	Planter: 31,232 sq. ft.	\$ 576.21	\$ 6,914.55
Moreno Beach Dr. North of Cactus Ave.	Planter: 9,396 sq. ft.	\$ 173.35	\$ 2,080.21
Perris Blvd. South of John F. Kennedy Dr.	Planter: 5,535 sq. ft.	\$ 102.12	\$ 1,225.41
Service Schedule Level 1 Area A Sub-Total		\$ 1,913.21	\$ 22,958.47
Cost per sq. ft., per occurrence Level 1 Area A			\$ 0.01845

B. SERVICE SCHEDULE Level ¹/₂ - Current Service for Area B

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd. & Old Hwy 215 Monuments	Planter: 12,418 sq. ft.	\$ 229.11	\$ 2,749.26
	Turf: 5,477 sq. ft.	\$ 101.05	\$ 1,212.57
Alessandro Blvd. & Old Hwy 215 to Frederick Street	Planter: 39,098 sq. ft.	\$ 721.34	\$ 8,656.03
	Turf: 21,325 sq. ft.	\$ 393.43	\$ 4,721.21
Alessandro Blvd. & Frederick Street to Heacock Street	Planter: 33,880 sq. ft.	\$ 625.07	\$ 7,500.80
	Turf: 34,565 sq. ft.	\$ 637.70	\$ 7,652.45
Alessandro Blvd. & Heacock Street to Perris Boulevard	Planter: 15,609 sq. ft.	\$ 287.98	\$ 3,455.73
Cactus Avenue west of Elsworth Street	Planter: 2,500 sq. ft.	\$ 46.12	\$ 553.48
Service Schedule Level 2 Area B Sub-Total		\$ 3,041.80	\$ 36,501.53
Cost per sq. ft., per occurrence Level 2 Area B		\$ 0.01845	

Service Schedule Level 1 (Area A) & Level ¹/₂ (Area B) Cumulative Total	\$ 4,955.00	\$ 59,460.00
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The Total Amount of the Service Proposal shall be the cumulative total of Section A and B's cost per twelve month column, as listed on pages 87 & 88, which is based on the current service levels for the areas as identified herein Sections A & B of Schedule II:

Figures: 59,460 and 00 /100's Dollars

Words: Fifty Nine thousand four hundred sixty and 00 /100's Dollars

All work shall be performed in accordance with the terms and conditions of this Independent Contractor Agreement, which includes all General and Technical Specification Provisions as outlined herein for the Full or Reduced Services. Any modification to the number of occurrences for any service shall be made per written direction by the District. Service occurrences may be modified with 30 days advance written notice by the District.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median-monument-parkway, irrigation, and landscaping as set forth in Exhibit A of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s) 1 has/have been received and is/are made a part of this proposal.

[Signature] Branch Manager March 28, 2012
 (AUTHORIZED SIGNATURE AND TITLE) (DATE)

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C. OPTIONAL SERVICE LEVELS*

*Optional Service Levels are levels of landscaping service not currently being provided. Details for each Service Schedule Level are listed in Exhibit E, Schedule I, Section V: FREQUENCY OF SERVICE TABLE, page 74. At the discretion of the Community Services District, an optional level of service other than the current service level may be requested. **PLEASE INCLUDE COSTS TO PROVIDE MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING & IRRIGATION SERVICES FOR OPTIONAL SERVICE LEVELS IN ADDITION TO THE CURRENT SERVICE LEVEL AS DESCRIBED ON PAGES 87 and 88.**

- **Service Schedule Level 2 – Optional Service for Area A**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd Flaming Arrow Drive to Kitching Street	Planter: 17,470 sq. ft.	\$ 290.08	\$ 3,480.96
Old Hwy 215 South of Alessandro Blvd	Planter: 4,328 sq. ft.	\$ 71.86	\$ 862.37
Perris Blvd. South of Alessandro Blvd.	Planter: 751 sq. ft.	\$ 12.47	\$ 149.64
Perris Blvd. North of Iris Ave.	Planter: 2,200 sq. ft.	\$ 36.53	\$ 438.36
Perris Blvd. North of Krameria Ave.	Planter: 3,324 sq. ft.	\$ 55.19	\$ 662.32
Perris Blvd. at San Michele Rd.	Planter: 5,335 sq. ft.	\$ 88.58	\$ 1,063.22
Perris Blvd. North of Globe St.	Planter: 4,110 sq. ft.	\$ 68.24	\$ 818.93
Perris Blvd. South of Globe St.	Planter: 4,950 sq. ft.	\$ 82.19	\$ 986.31
Perris Blvd. North of Eucalyptus Ave.	Planter: 1,760 sq. ft.	\$ 29.22	\$ 350.69
Perris Blvd. South of Iris Ave.	Planter: 5,838 sq. ft.	\$ 96.94	\$ 1,163.24
South side of Elder Ave. from Greenville Ave to Brewster Dr.	Planter: 7,471 sq. ft.	\$ 124.05	\$ 1,488.63
Cactus Ave. Between Frederick St. & Heacock St	Planter: 31,232 sq. ft.	\$ 518.59	\$ 6,223.10
Moreno Beach Dr. North of Cactus Ave.	Planter: 9,396 sq. ft.	\$ 156.02	\$ 1,872.19
Perris Blvd. South of John F. Kennedy Dr.	Planter: 5,535 sq. ft.	\$ 91.91	\$ 1,102.87
Service Schedule Level 2 Area A Sub-Total		\$ 1,721.89	\$ 20,662.62
Cost per sq. ft., per occurrence Level 2 Area A			\$ 0.0166

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• **Service Schedule Level 3 – Optional Service for Area A**

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd Flaming Arrow Drive to Kitching Street	Planter: 17,470 sq. ft.	\$ 273.96	\$ 3,287.58
Old Hwy 215 South of Alessandro Blvd	Planter: 4,328 sq. ft.	\$ 67.87	\$ 814.46
Perris Blvd. South of Alessandro Blvd.	Planter: 751 sq. ft.	\$ 11.78	\$ 141.33
Perris Blvd. North of Iris Ave.	Planter: 2,200 sq. ft.	\$ 34.50	\$ 414.01
Perris Blvd. North of Krameria Ave.	Planter: 3,324 sq. ft.	\$ 52.13	\$ 625.52
Perris Blvd. at San Michele Rd.	Planter: 5,335 sq. ft.	\$ 83.66	\$ 1,003.96
Perris Blvd. North of Globe St.	Planter: 4,110 sq. ft.	\$ 64.45	\$ 773.44
Perris Blvd. South of Globe St.	Planter: 4,950 sq. ft.	\$ 77.63	\$ 931.51
Perris Blvd. North of Eucalyptus Ave.	Planter: 1,760 sq. ft.	\$ 27.60	\$ 331.20
Perris Blvd. South of Iris Ave.	Planter: 5,838 sq. ft.	\$ 91.55	\$ 1,098.62
South side of Elder Ave. from Greenville Ave to Brewster Dr.	Planter: 7,471 sq. ft.	\$ 117.16	\$ 1,405.92
Cactus Ave. Between Frederick St. & Heacock St	Planter: 31,232 sq. ft.	\$ 489.78	\$ 5,877.37
Moreno Beach Dr. North of Cactus Ave.	Planter: 9,396 sq. ft.	\$ 147.35	\$ 1,768.18
Perris Blvd. South of John F. Kennedy Dr.	Planter: 5,535 sq. ft.	\$ 86.80	\$ 1,041.60
Service Schedule Level 3 Area A Sub-Total		\$ 1,626.22	\$ 19,514.70
Cost per sq. ft., per occurrence Level 3 Area A			\$ 0.0157

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2

• Service Schedule Level 1 – Optional Service for Area B

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd. & Old Hwy 215 Monuments	Planter: 12,418 sq. ft.	\$ 206.19	\$ 2,474.33
	Turf: 5,477 sq. ft.	\$ 90.94	\$ 1,091.31
Alessandro Blvd. & Old Hwy 215 to Frederick Street	Planter: 39,098 sq. ft.	\$ 649.20	\$ 7,790.43
	Turf: 21,325 sq. ft.	\$ 354.09	\$ 4,249.09
Alessandro Blvd. & Frederick Street to Heacock Street	Planter: 33,880 sq. ft.	\$ 562.56	\$ 6,750.72
	Turf: 34,565 sq. ft.	\$ 573.93	\$ 6,887.21
Alessandro Blvd. & Heacock Street to Perris Boulevard	Planter: 15,609 sq. ft.	\$ 259.18	\$ 3,110.15
Cactus Avenue west of Elsworth Street	Planter: 2,500 sq. ft.	\$ 41.51	\$ 498.13
Service Schedule Level 1 Sub-Total		\$ 2,737.62	\$ 32,851.38
Cost per sq. ft., per occurrence Level 1 Area B			\$ 0.0166

• Service Schedule Level 3 – Optional Service for Area B

SITE	ESTIMATED AREA (sq. footage)	COST PER MONTH	COST PER TWELVE MONTHS
Alessandro Blvd. & Old Hwy 215 Monuments	Planter: 12,418 sq. ft.	\$ 194.74	\$ 2,336.87
	Turf: 5,477 sq. ft.	\$ 85.89	\$ 1,030.68
Alessandro Blvd. & Old Hwy 215 to Frederick Street	Planter: 39,098 sq. ft.	\$ 613.14	\$ 7,357.62
	Turf: 21,325 sq. ft.	\$ 334.42	\$ 4,013.03
Alessandro Blvd. & Frederick Street to Heacock Street	Planter: 33,880 sq. ft.	\$ 531.31	\$ 6,375.68
	Turf: 34,565 sq. ft.	\$ 542.05	\$ 6,504.59
Alessandro Blvd. & Heacock Street to Perris Boulevard	Planter: 15,609 sq. ft.	\$ 244.78	\$ 2,937.37
Cactus Avenue west of Elsworth Street	Planter: 2,500 sq. ft.	\$ 39.21	\$ 470.46
Service Schedule Level 3 Sub-Total		\$ 2,585.53	\$ 31,026.30
Cost per sq. ft., per occurrence Level 3 Area B			\$ 0.0157

PROPOSER: TruGreen LandCare
(Company Name)

[Signature] Branch Manager March 28, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

D. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, include, but are not limited to: Exhibits A and C.

1. UNIT PRICES (Includes all labor and materials)

- a. 1 gal. shrub/vine/ground cover in place @ \$ 8.00 ea
- b. 5 gal. shrub/vine/ground cover in place @ \$ 25.00 ea
- c. 5 gal. tree in place (stakes included) @ \$ 32.00 ea
- d. 15 gal. tree in place (stakes included) @ \$ 80.00 ea
- e. 24" box tree in place (stakes included) @ \$ 275.00 ea
- f. 36" box tree in place (stakes included) @ \$ 675.00 ea
- g. Flat of ground cover in place @ \$ 23.00 ea
- h. Fertilizer application @ \$ 0.004 /sq. ft.
- i. Planter bed mulch in place @ \$ 37.00 /cu. yd.
- j. Additional labor @ \$ 30.00 /man hour
- k. Additional irrigation technician @ \$ 55.00 /man hour

2. Irrigation repair parts for routine repairs @ cost plus 15 %.

3. Unit prices for Additional Landscape Areas per Exhibit C, Section 2 shall be as follows:

a. Per Schedule II, Sections A or B cost per sq. ft., per occurrence depending upon the area in which additional work will be added.

Or

b. Per Schedule II, Section C as follows:

- 1. Per Schedule II, Section C, Service Schedule, Level 2, Optional Service cost per sq. ft., per occurrence for Area A. \$0.0166
- 2. Per Schedule II, Section C, Service Schedule, Level 3, Optional Service cost per sq. ft., per occurrence for Area A. \$0.0157
- 3. Per Schedule II, Section C, Service Schedule, Level 1², Optional Service cost per sq. ft., per occurrence for Area B. \$0.0166
- 4. Per Schedule II, Section C, Service Schedule, Level 3, Optional Service cost per sq. ft., per occurrence for Area B. \$0.0157

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: Arubreen LandCare
(Company Name)

[Signature] Branch Manager March 28, 2012
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

II. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, (Schedule II) A. "Bid Schedule"):

Fifty Nine thousand Four Hundred Sixty 00/100
(Dollar Amount in Words)

\$ \$59,460.00
(Dollar Amount in Figures)

Date: March 28, 2012

Proposer: TruGreen Land Care
(Company Name)

By: [Signature]
(Signature)

Title: Branch Manager

State License Number and Classification: 970508 C27/D49

If a corporation, complete the following: N/A

INCORPORATED UNDER LAWS OF THE STATE OF _____

(Corporate Seal) PRESIDENT _____

SECRETARY _____

III. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a cashier's check, a certified check, or a Proposal Surety Bond for 10%, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated March 28, 2012

Signature of Proposer _____

By Jim Angel, Branch Manager

Address of Proposer 1616 Marlborough Ave, Bldg 5.
Riverside, CA 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Company:

Partners: TruGreen LandCare L.L.C.
TruGreen Companies L.L.C.

(If a Corporation)

Signature of Proposer 

By _____

Title _____

Business Address _____

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of

State License Number and Classification

PRESIDENT

SECRETARY

TREASURER

(Corporate Seal)

RFP NO. M/12-13

IV. PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP, as principals, and LIBERTY MUTUAL INSURANCE COMPANY, a duly authorized corporate surety: Business Address 790 THE CITY DRIVE SOUTH, SUITE 200, ORANGE CA 92868

Phone (714) 634-5714, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of TEN PERCENT OF TOTAL BID AMOUNT Dollars, (\$10% OF TOTAL BID), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) ~~(is)~~ ~~(are)~~ about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. M/12-13 - ZONE M (MEDIANS) MAINTENANCE OF MEDIAN-MONUMENT-PARKWAY LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefore within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of ONE HUNDRED DOLLARS PER WORKING DAY Dollars,

(\$ 100.00/WORKING DAY), as liquidated damages for such failure and neglect.

WITNESS our hands this 28TH day of MARCH, 2012

(SIGNATURE PAGE FOLLOWS)

RFP NO. M/12-13

Proposal Surety Bond (cont.)

PRINCIPAL	CORPORATE SURETY
Name: TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP	Name: LIBERTY MUTUAL INSURANCE COMPANY
Address: 1616 MALBOROUGH AVE., BUILDING S RIVERSIDE, CA 92507	Address: 790 THE CITY DRIVE SOUTH, SUITE 200 ORANGE, CA 92868
Tel. No.: (909) 721-8464	Tel. No.: (714) 634-5714
By: <u>Heather Win</u> HEATHER WIN, ATTORNEY-IN-FACT	By: <u>Janina Monroe</u> JANINA MONROE, Attorney-in-Fact

SIGNING INSTRUCTIONS

- The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.
- The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

If any of the above items are omitted, the proposal will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On MARCH 28, 2012 before me, MISTY DAWN WRIGHT, NOTARY PUBLIC
Date Here insert Name and Title of the Officer

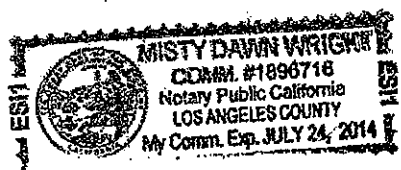
personally appeared HEATHER WIN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~it~~ executed the same in ~~his~~/her/~~its~~ authorized capacity(ies), and that by ~~his~~/her/~~its~~ signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature *Misty Dawn Wright*
Signature of Notary Public MISTY DAWN WRIGHT



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

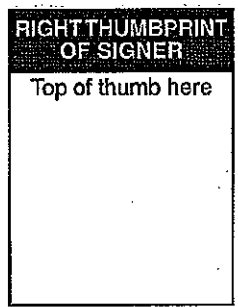
Title or Type of Document: BID BOND FOR TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP

Document Date: MARCH 28, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

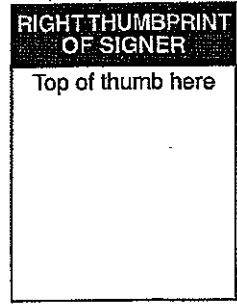
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES }

On MARCH 28, 2012 before me, MISTY DAWN WRIGHT, NOTARY PUBLIC
Date Here insert Name and Title of the Officer

personally appeared JANINA MONROE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that xx/she/xxx executed the same in xxx her/xxx authorized capacity(ies), and that by xxx her/xxx signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature *Misty Dawn Wright*
Signature of Notary Public MISTY DAWN WRIGHT



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: BID BOND FOR TRUGREEN LANDCARE, A CALIFORNIA GENERAL PARTNERSHIP

Document Date: MARCH 28, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

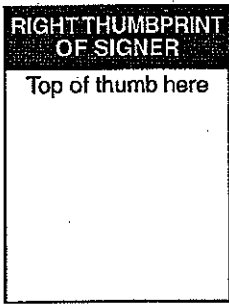
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Coriservator
 - Other: _____



Signer Is Representing: _____

TRUGREEN LandCaresm

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE

LOCATION

Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Jeremy Yeung	Lockton Insurance Brokers LLC-Los Angeles
Alan M. Weiss	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES

FEDERAL EMPLOYER IDENTIFICATION NUMBER

TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 6th day of October, 2011

TruGreen LandCare L.L.C.

By: [Signature]
Mac McIlvried, President & CEO

(Signature to be notarized)

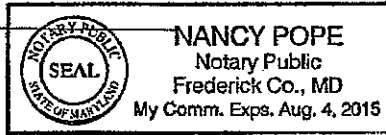
STATE OF MARYLAND;
COUNTY OF FREDERICK;

On this 6th day of October, 2011, before me, the undersigned Notary Public for said State and County, personally appeared MAC MCILVRIED, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainor, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature: Nancy Pope]
Notary Public

My Commission Expires:



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, JEREMY YEUNG, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100** DOLLARS (\$ **50,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 21st day of June, 2010

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of June, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2014
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this MAR 25 2012 day of



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

TRUGREEN LandCaresm

DESIGNATION OF REPRESENTATIVE

I, Debra Wood, Chief Financial Officer of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Jim Angel, Branch Manager, TruGreen LandCare, 1616 Mariborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for Moreno Valley Community Services District R.F.P. #M/12-13 - Maintenance of Median-Monument-Parkway Landscaping and Irrigation entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on March 28, 2013.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

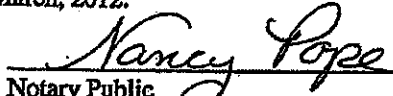
By: 
Debra Wood
Chief Financial Officer

Dated: March 28, 2012

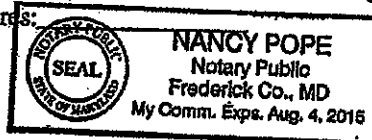
STATE OF Maryland)
COUNTY OF Frederick)

Before me, Nancy Pope, a Notary Public for said State and County, personally appeared DEBRA WOOD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be the Chief Financial Officer of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainer, a California general partnership, and that she as such Chief Financial Officer, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of March, 2012.


Notary Public

My Commission Expires:



RFP NO. M/12-13

V. NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF)§ Riverside

(NAME) James Angel, affiant
being first duly sworn, deposes and says:

That he or she is Branch Manager of
(sole owner, partner or other proper title)

TruGreen LandCare the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: TruGreen LandCare

Bidder's Address: 1666 Marlborough Ave, Bldg. S
Riverside, CA 92507

Telephone No.: (951) 688-6880

James Angel
(Signature of Bidder)

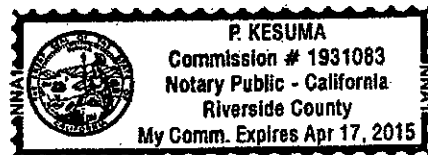
Branch Manager
(Title)

ALL SIGNATURES MUST BE NOTARIZED

State of California
County of RIVERSIDE
Subscribed and sworn to (or affirmed) before me on this 28TH
day of MARCH 2012 by JAMES ANGEL

proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Signature P. Kesuma



APPENDIX A: PREVAILING WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ##LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1

ISSUE DATE: February 22, 2008

EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time Hours	Total Hourly Rate	Overtime 1 1/2X
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training			
Imperial	\$8.00	-	-	* 0.115	0.17	-	8	^b 8.285	^b 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	^g 0.16	0.17	-	8	^b 8.31	^b 12.33
Los Angeles	10.00	-	-	^g 0.27	0.46	-	8	^b 10.73	^b 15.73
Orange	8.00	0.80	-	* 0.115	0.14	-	8	^b 9.145	^b 13.145
Riverside	8.00	-	-	^g 0.11	0.11	-	8	^b 8.22	^b 12.22
San Diego	8.00	-	-	* 0.20	0.16	-	8	^b 8.36	^b 12.36
San Luis Obispo	8.00	-	-	0.22	0.115	-	8	8.335	12.335
Santa Barbara	8.00	-	-	0.24	0.12	-	8	8.36	12.36
Ventura	8.00	-	-	^h 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	^h 0.16	0.16	-	8	8.32	12.32
	8.00	-	-	^h 0.12	0.12	-	8	^b 8.24	^b 12.24
	8.00	-	-	^h 0.13	0.13	-	8	^b 8.26	^b 12.26
	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	^h 0.19	0.26	-	8	^b 11.42	^b 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.

^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^c \$0.31 after 2 years of service.

^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.

^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.

^f \$0.22 after 4 years of service.

^g \$0.40 after 3 years of service.

^h \$0.23 after 2 years of service.

ⁱ \$0.27 after 2 years of service.

^j \$0.38 after 3 years of service.

^k \$0.29 after 2 years of service.

^l \$0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

APPENDIX B: MONTHLY LANDSCAPE SERVICES REPORT FORM

MONTHLY LANDSCAPE SERVICES REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

PROJECT NO. _____ MONTH OF _____, 20__

HAZARDS <ul style="list-style-type: none"> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION 	COMPLAINTS <ul style="list-style-type: none"> • DATE(S) RECEIVED • AREA/LOCATION • COMPLAINT/ACTION • DATE CORRECTED • CORRECTIVE ACTION 	PESTICIDES <ul style="list-style-type: none"> • DATE(S) PRODUCT USED • AMOUNT USED • AREA • TARGET PEST 	FERTILIZER <ul style="list-style-type: none"> • DATE(S) AREA • PRODUCT/ANALYSIS • AMOUNT/AREA • CROP 	HAZARDS <ul style="list-style-type: none"> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED • DATE CORRECTED • CORRECTIVE ACTION
MAINTENANCE <ul style="list-style-type: none"> • DATE(S) AREA • SERVICE TYPE: MOW/EDGE TRIM/PRUNE- LITTER- IRRIGATION ETC. 				
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX B: WEEKLY IRRIGATION REPORT FORM

WEEKLY IRRIGATION REPORT
MORENO VALLEY COMMUNITY SERVICES DISTRICT

FOR MONTH OF _____, 20__

CONTROLLER NO. _____

STATION NO. _____

PROJECT NO. _____

	<u>DATE(S) CHECKED</u>	<u>PROBLEM(S) IDENTIFIED</u>	<u>CORRECTIVE ACTIONS</u> • DATE CORRECTED • CORRECTIVE ACTION DETAILS	<u>HAZARDS</u> • DATE(S) NOTED • AREA • HAZARD TYPE • MVCSD NOTIFIED • DATE MVCSD NOTIFIED
WEEK 1				
WEEK 2				
WEEK 3				
WEEK 4				
WEEK 5				

APPENDIX C: GREENWASTE REPORT FORM

MORENO VALLEY COMMUNITY SERVICES DISTRICT
-MONTHLY GREENWASTE REPORT-
FOR

MONTH: _____ YEAR: _____

1. Source of greenwaste (Project No./Location): _____

2. Amount of greenwaste generated from above source (by weight): _____ LBS. -or- TONS.
3. Name, address, and phone number of recycle accepting greenwaste:
 - Company Name: _____
 - Address: _____

 - Phone Number: (____) _____
4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight): _____ LBS. -or- TONS.
5. Name, address, and phone number of recycle supplying greenwaste-source products to Project (if different from No. 3 above):

6. Number of times turf mowed this month: _____
7. Number of times turf mowed without clippings caught: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE: (____) _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2013 6/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Company	16535
INSURED 1342002 Trio Green Land Care, LLC 9416 Doctor Perry Road Ijamsville MD 21754	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES TRULA01 D6 CERTIFICATE NUMBER: 11855056 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	Y	N	GLO 4783593 01	4/29/2012	4/29/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	RISK MANAGEMENT Approved <i>M. Belmont 6-21-12</i>						
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	AUTOMOBILE LIABILITY: ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 4783592 01	4/29/2012	4/29/2013	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

CERTIFICATE HOLDER

11855056
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: GLO 4783593-00 ✓
ENDORSEMENT NO.: 1

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

POLICY NUMBER	EFF. DATE OF POLICY	EXP. DATE OF POLICY	EFF. DATE OF ENDT	PRODUCER NO.	ADD'L PREMIUM	RETURN PREMIUM
GLO478359301	4/29/2012	4/29/2013	06/16/2011	75428-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, LLC
Address (including ZIP Code): 860 Ridge Lake Boulevard
Memphis, TN 38120

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



CERTIFICATE OF LIABILITY INSURANCE

4/29/2013

DATE (MM/DD/YYYY)
6/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIG #
INSURED 1340830 TruGreen LandCare, LLC 9416 Doctor Perry Road Ijamsville MD 21754	INSURER A: Zurich American Insurance Company <i>At (XV)</i> 16535CA
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES TRULA01 D6 **CERTIFICATE NUMBER:** 11855056 **REVISION NUMBER:** XXXXXXXX


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-TEST <input checked="" type="checkbox"/> LOC	Y	N	GLO 4783593 01 ✓	4/29/2012	4/29/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	BAP 4783594 01	4/29/2012	4/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

RISK MANAGEMENT
Approved

M. Alvarez 6-27-12

CERTIFICATE HOLDER By _____ Date _____ 11855056 City of Moreno Valley 14177 Frederick Street PO Box 88005 Moreno Valley CA 92552	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

ACORD 25 (2010/05)

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Additional Insured - Automatic - Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 4783593 01 ✓	4/29/2012	4/29/2013	4/29/2012			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TruGreen Landcare, L.L.C.

A. Section II - Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

C. However, regardless of the provisions of Paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:

- a. That is not provided to you in this policy; or
- b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

- a. The Limits of Insurance provided to you in this policy; or
- b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

U-GL-1175-C CW (07/10)

Page 1 of 2

Attachment Code: D464900
Certificate ID: 11855056

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

U-GL-1175-C CW (07/10)

Page 2 of 2

Attachment Code: D464900
Certificate ID: 11855956

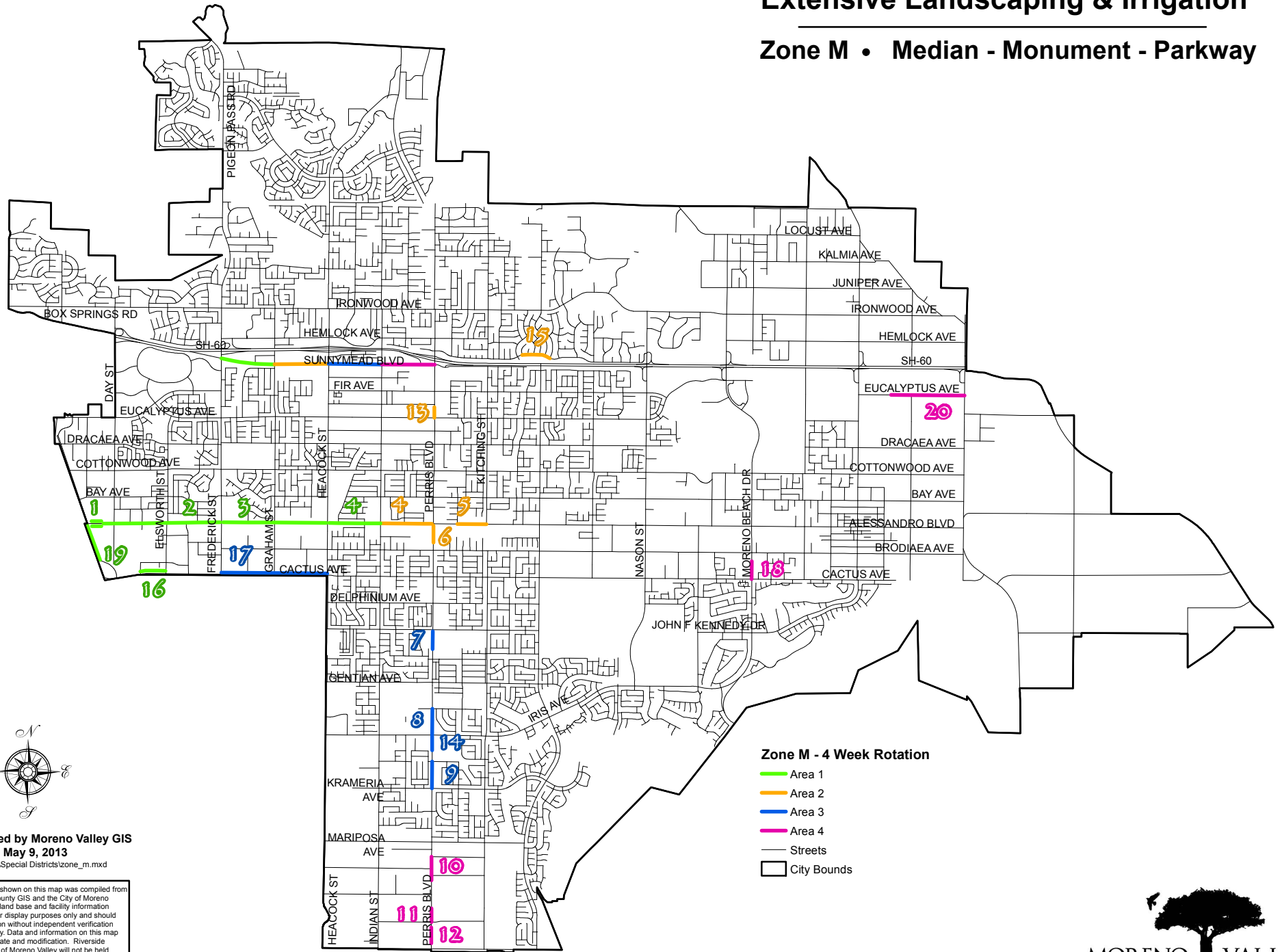
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Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone M • Median - Monument - Parkway

Item No. B.9

-1021-



Zone M - 4 Week Rotation

- Area 1
- Area 2
- Area 3
- Area 4
- Streets
- City Bounds



Map Created by Moreno Valley GIS

Print Date: May 9, 2013

File: G:\ArcMap\Special Districts\zone_m.mxd

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



Moreno Valley Community Services District

Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
 - 17,895 square feet (includes 5,477 sq.ft. turf)
 - 8 trees
 - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
 - 60,423 square feet (includes 21,325 sq.ft. turf)
 - 75 trees
 - 32 remote control valves - 2 controllers
3. Frederick Street to Heacock Street
 - 68,445 square feet (includes 34,565 sq.ft. turf)
 - 64 trees
 - 22 remote control valves - 2 controllers
4. Heacock Street to Perris Boulevard
 - 15,609 square feet
 - 4 trees
 - 4 remote control valves - 2 controllers
5. Flaming Arrow Dr to Kitching St
 - 17,470 square feet
 - 21 trees
 - 16 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
 - 751 square feet
 - 1 tree
 - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
 - 5,535 square feet
 - 15 trees
 - 8 remote control valves - 1 controller
8. North of Iris Ave
 - 2,200 square feet
 - 7 trees
 - 4 valves - 1 controller
9. North of Krameria Avenue
 - 3,324 square feet
 - 5 trees
 - 3 valves - 1 controller
10. At San Michele Road
 - 5,335 square feet
 - 10 trees
 - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
 - 4,110 square feet
 - 8 trees
 - 1 controller
12. Perris Blvd (South of Globe St)
 - 4,950 square feet
 - 12 trees
 - 7 valves - 1 controller
13. Perris Blvd (North of Eucalyptus Ave)
 - 1,760 square feet
14. Perris Blvd (South of Iris Ave)
 - 5,838 square feet

Elder Avenue Retention Basin Parkway

15. South Side of Elder Avenue from Grenville Avenue to Brewster Drive
 - 7,471 square feet
 - 1 tree
 - 2 remote control valves - 1 controller

Cactus Avenue Medians

16. Cactus Ave. west of Elsworth
 - 2,500 square feet
 - 5 trees
 - 4 valves - 1 controller
17. Cactus Ave between Frederick St & Heacock St
 - 31,232 square feet

Moreno Beach Medians

18. Moreno Beach Dr (North of Cactus Ave)
 - 9,396 square feet

Old 215 Medians

19. Old 215 (South of Alessandro Blvd)
 - 4,328 square feet

Sketchers Median -1022-

20. Eucalyptus Ave
 - 41,250 square feet

Item No. B.9



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

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

FROM: Richard Teichert, Chief Financial Officer/City Treasurer

AGENDA DATE: June 11, 2013

TITLE: THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. BDEMS/10 BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES WITHIN LANDSCAPED CSD MAINTAINED PARKWAYS AND MEDIANS

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for BDEMS/10 with E. R. Block Plumbing, Inc., 10910 Hole Avenue, Riverside, CA 92505 to provide backflow testing, repair, and replacement of backflow devices throughout each of the CSD maintained landscaped areas and water quality basins.
2. Authorize the City Manager to execute the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to E. R. Block Plumbing, Inc. in the not-to-exceed (NTE) amount of \$37,500.00 (\$4,800.00 for base testing services and \$32,700.00 for additional work services).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A.

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/ Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas and the NPDES water quality basins is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services, which include such services as backflow testing, repair and replacement. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement, plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" for work associated with backflow devices includes yearly testing of each backflow

device within each of the landscaped parkways and medians that are irrigated with potable water. “Additional work services” for work associated with backflow devices includes, but is not necessarily limited to, additional labor and material costs for the repair and replacement of backflow devices at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On April 8, 2010 the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from five (5) plumbing companies in response to a Request for Proposal (RFP) to provide backflow testing services of the backflow devices in each the landscaped parkways, medians and water quality basin areas where potable water provides irrigation. On June 3, 2010, upon staff’s evaluation of the proposals and recommendation, on behalf of the CSD the Special Districts Division Manager with approval as to the legal form by the City Attorney awarded the contract for backflow services to E. R. Block Plumbing, Inc., Riverside (the “Contractor”). The amount of the Agreement for the initial twelve-month term in fiscal year (FY) 2010/11 was \$4,240.00 for base testing services.

Based on the Contractor’s satisfactory performance, and in accordance with the Agreement, an extension of the Agreement (First Extension Agreement) was entered into for FY 2011/12 for \$4,240.00 for backflow testing services. With continued satisfactory performance by the Contractor, a second extension of the Agreement was entered into for FY 2012/13 for \$34,240.00 (\$4,240.00 for base testing services and \$30,000.00 for additional work). The additional work amount was included after a theft of backflow devices occurred in the prior FY.

In February of 2013, a First Amendment to the Agreement for BDEMS/10 (First Amendment) was entered into for an increase in the additional work service from a total amount of \$34,240.00 to \$63,680.10, an increase of \$29,440.10 as a result of 20 thefts of backflow devices. A Second Amendment was entered into in April of 2013, for an increase in the total amount from \$63,680.10 to \$93,273.56, an increase of \$29,593.46 in additional work for repair and replacement of another 20 backflows that were stolen or damaged. In May of 2013, a Third Amendment was presented to and approved by the CSD Board to increase the Amended Agreement for BDEMS/10 from \$93,273.56 to \$109,026.44, an increase of \$15,752.88 in additional work for repair and replacement of an additional 9 backflow devices that were stolen. Following approval of the Third Amendment, a Fourth Amendment was entered into, which increased the total amount from \$109,026.44 to \$110,470.04, an increase of \$1,443.60 for the replacement of one additional backflow device during FY 2012/13.

The Amendments that occurred during FY 2012/13 were due to an abnormally high rate of thefts and attempted thefts of the backflow devices, resulting in the increase in additional work service costs for the emergency repair or replacement of the stolen devices. The number of thefts of backflow devices since April/May of 2013 has significantly diminished and staff is hopeful that the cost of the backflow services will

normalize back to a level where services consist primarily of base testing and the occasional repair of backflow facilities at \$20.00 per test per facility per year and approximately \$37,500.00 for repairs and possible replacement of aging facilities.

The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement as extended and amended and both District and Contractor have agreed to extend the Amended Agreement.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Third Extension Agreement is being recommended for authorization in the NTE amount of \$37,500.00 (\$4,800.00 for base testing services and \$32,700.00 for additional work). The base amount has increased with the acceptance of added median and water quality basins that are being provided maintenance services. This extension is the third of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than \$100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Amended Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the BDEMS/10 Amended Agreement, as may be allowed per the terms of the Amended Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the District and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

BDMES/10						
	FY 2010/11 Original Amended Agreement ¹	FY 2011/12 First Extension ¹	FY 2012/13 Second Extension ²	FY 2013/14 Proposed Third Extension ³	FY 2014/15 Potential Fourth Extension ⁴	Cumulative Total
Base	\$ 4,240.00	\$ 4,240.00	\$ 4,240.00	\$ 4,800.00	\$ 4,800.00	\$ 22,320.00
Additional Work	\$ -	\$ -	\$106,230.04	\$ 32,700.00	\$ 32,700.00	\$ 171,630.04
Total	\$ 4,240.00	\$ 4,240.00	\$110,470.04	\$ 37,500.00	\$ 37,500.00	\$ 193,950.04

¹ In accordance with the terms of the Original Agreement, Exhibit C., 2., a., *additional work shall be calculated either at the prices set forth by Contractor in the Additional Work Price List, Sections A., B., or C., (of the Agreement) or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director.* Additional work that may have occurred during FY 2010/11 and 2011/12 was provided through written estimates from the Contractor and paid by way of direct payments from the CSD Zones or NPDES program out of unencumbered budgeted funds for the program budgets where backflow repairs or replacements were necessary.

² Due to theft activity during FY 2011/12, an additional work amount was provided for in the Second Extension Agreement for FY 2012/13; however, from January 2013 through May 2013 some 53 thefts or attempted thefts occurred which required the Agreement to be amended four times for a total additional work cost of \$106,230.04 (an increase of \$76,230.04 in the initial origination of the Second Extension Agreement).

³ The Proposed Third Extension includes an increase in the base amount of the Amended Agreement to accommodate testing of additional backflows in newly accepted median and water quality basin areas.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Amended Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Amended Agreement.

ALTERNATIVES

1. Approve the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc. in the form attached hereto to provide for the continuation of backflow testing, repair and replacement services; authorize the City Manager to execute said Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$37,500.00 (\$4,800.00 for BDEMS/10 base testing services and \$32,700.00 for BDEMS/10 additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Amended Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Amended Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will help insure that the water remains free of contaminates through routine testing and necessary repair of the backflows in the landscaped areas along with preventing interruptions in irrigation services as provided to the landscaped parkways, medians and water quality basins which are irrigated with potable water.*

2. Do not approve the Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc. in the form attached hereto to provide for the continuation of backflow testing, repair and replacement services; nor authorize the City Manager to execute said Third Extension Agreement for BDEMS/10 with E. R. Block Plumbing, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$37,500.00 (\$4,800.00 base services and \$32,700.00 for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, the CSD Board may allow for a lapse in necessary testing, repair and replacement services to the backflow devices located within the landscaped parkways, medians and water quality basins maintained by the CSD. Assurance that backflow devices are functioning properly and replaced in a timely manner helps to insure that the City's water is free of contaminants and preserves the landscaping through a fully functioning potable irrigation system.*

FISCAL IMPACT

Administration and maintenance of the CSD landscaped areas (Zones) is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for each Zone may only be used for landscape maintenance services, which include landscape related services such as backflow testing, repair and replacements, as associated with the parkways and medians in that Zone. **The costs for testing and anticipated additional work services have been budgeted for the coming fiscal year. This action will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the BDEMS/10 Third Extension Agreement for backflow services.

Service Area or Zone	Contractor	GL Account ¹	2013/14 Base Amount ²	2013/14 Additional Work Amount ³	2013/14 Total Amount ⁴	
D	E. R. Block Plumbing, Inc.	5111-30-79-25704-620910	\$ 2,400.00	\$ 12,500.00	\$ 14,900.00	
M		5112-30-79-25719-620910	\$ 540.00	\$ 3,400.00	\$ 3,940.00	
S		5114-30-79-25720-620910	\$ 80.00	\$ 2,000.00	\$ 2,080.00	
E-1		5013-30-79-25706-620910	\$ 240.00	\$ 1,200.00	\$ 1,440.00	
E-1A		5013-30-79-25707-620910	\$ 60.00	\$ 1,200.00	\$ 1,260.00	
E-2		5013-30-79-25708-620910	\$ 460.00	\$ 3,600.00	\$ 4,060.00	
E-3		5013-30-79-25709-620910	\$ 140.00	\$ 2,100.00	\$ 2,240.00	
E-3A		N/A	\$ -	\$ -	\$ -	
E-4		N/A	\$ -	\$ -	\$ -	
E-4A		N/A	\$ -	\$ -	\$ -	
E-7		5013-30-79-25713-620910	\$ 60.00	\$ 1,200.00	\$ 1,260.00	
E-8		5013-30-79-25714-620910	\$ 20.00	\$ 800.00	\$ 820.00	
E-12		5013-30-79-25715-620910	\$ 40.00	\$ 700.00	\$ 740.00	
E-14		5013-30-79-25716-620910	\$ 120.00	\$ 700.00	\$ 820.00	
E-15		5013-30-79-25717-620910	\$ 40.00	\$ 600.00	\$ 640.00	
E-16		5013-30-79-25718-620910	\$ 60.00	\$ 1,200.00	\$ 1,260.00	
NPDES		2008-20-29-20450-620910	\$ 540.00	\$ 1,500.00	\$ 2,040.00	
Totals for the BDEMS/10 Agreement			\$ 4,800.00	\$ 32,700.00	\$ 37,500.00	

¹ GL Accounts that reflect N/A do not have backflow devices in the Service Areas or Zones for these account. Those Service Areas or Zones are irrigated with nonpotable water sources, which do not affect potable water facilities.

² The Base Amount is a breakdown of the costs allocated to each of the Service Areas or Zones that receive backflow testing services as part of the BDEMS/10 Agreement. This cost is based on the number of backflows to be tested. Each backflow test costs \$20.00 per test. Funding for the backflow base testing services has been factored into the FY 2013/14 budget.

³ The Additional Work Amount is a breakdown of the costs allocated to each of the Service Areas or Zones that receive backflow services as part of the BDEMS/10 Amended Agreement. Additional work is based on an estimated cost for average repairs and the number of backflow facilities in each Service Area or Zone. Funding for the additional work has been factored in the FY 2013/14 budget.

⁴ The Total Amount includes the proportional total amount for each Service Area or Zone that receives base testing services and may be provided additional work services in accordance with the BDEMS/10 Amended Agreement.

CITY COUNCIL GOALS

Public Safety

Approval of the Third Extension to the Agreement for BDEMS/10 will allow for the required testing of the backflows along with the ability to perform repairs and/or replacements of backflow devices to help insure cleanliness and safety of the water available to the City for use.

NOTIFICATION

N/A.

ATTACHMENTS

1. Attachment 1 – Third Extension Agreement for BDEMS/10 for FY 2013/14
2. Attachment 2 – Fourth Amendment to the Agreement for BDEMS/10
3. Attachment 3 – Third Amendment to the Agreement for BDEMS/10
4. Attachment 4 – Second Amendment to the Agreement for BDEMS/10
5. Attachment 5 – First Amendment to the Agreement for BDEMS/10
6. Attachment 6 – Extension to the Agreement (Second Extension Agreement) for BDEMS/10 for FY 2012/13
7. Attachment 7 – Extension to the Agreement (First Extension Agreement) for BDEMS for FY 2011/12
8. Attachment 8 – Agreement for BDEMS/10

Prepared By:
Sharon Sharp
Senior Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer/City Treasurer

Concurred By:
Candace Cassel
Special Districts Division Manager

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

THIRD EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **E. R. Block Plumbing, Inc.** (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services (hereinafter, "Agreement").

WHEREAS, backflow testing, repair and replacement services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2011 to June 30, 2012; and,

WHEREAS, backflow testing, repair and replacement services provided during the term of the Extension Agreement as first extended were sufficiently performed, and both District and Contractor mutually agreed to enter into a second extension of the Agreement (Second Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, a First Amendment to the Agreement was entered into, which clarified the areas to be serviced, which include Zones D, E, M, and S along with the NPDES (water quality basin) landscaped locations, and adjusted the Agreement as extended to accommodate the additional work amount of the Agreement from \$30,000.00 to \$59,440.10 an increase of \$29,440.10 for unanticipated backflow repairs, replacement and testing in accordance with the terms of the Agreement, Exhibit E, Additional Work Price List on page 59, to increase the cumulative total of the Agreement (\$4,240.00 for base testing service and \$30,000 for addition work) increased to \$63,680.10; and,

WHEREAS, a Second Amendment to the Agreement was entered into, which adjusted the Amended Agreement as extended to accommodate a further increase in the additional work amount of the Amended Agreement from \$59,440.10 to \$89,033.56 an increase of \$29,593.46 for unanticipated backflow repairs, replacement and testing in accordance with the terms of the Agreement, Exhibit E, Additional Work Price List on page 59, to increase the cumulative total of the Amended Agreement (\$4,240.00 for base testing service and \$89,033.56 for additional work) increased to \$93,273.56; and,

THIRE EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

WHEREAS, a Third Amendment to the Agreement was entered into, which adjusted the Amended Agreement as extended to accommodate further increases in the additional work amount of the Amended Agreement from \$89,033.56 to \$104,786.44 an increase of \$15,752.88 for unanticipated backflow repairs, replacement and testing in accordance with the terms of the Agreement, Exhibit E, Additional Work Price List on page 59, to increase the cumulative total of the Amended Agreement (\$4,240.00 for base testing service and \$104,786.44 for additional work) increased to \$109,026.44; and,

WHEREAS, a Fourth Amendment to the Agreement was entered into, which adjusted the Amended Agreement as extended to accommodate further increases in the additional work amount from \$104,786.44 to \$106,230.04 an increase of \$1,443.60 for unanticipated backflow repairs, replacement and testing in accordance with the terms of the Agreement, Exhibit E, Additional Work Price List on page 59, to increase the cumulative total of the Amended Agreement (\$4,240.00 for base testing service and \$106,230.04 for additional work) increased to \$110,470.04; and,

WHEREAS, backflow testing, repair and replacement services provided during the first and second terms of the Amended Agreement as extended were sufficiently performed, and both District and Contractor mutually agreed to enter into a third extension of the Agreement (Third Extension Agreement) for the term of July 1, 2013 to June 30, 2014; and,

WHEREAS, pursuant to the terms of the Amended Agreement, both parties wish to further extend the Amended Agreement; and,

WHEREAS the Amended Agreement shall be extended for a period of twelve (12) months as a Third Extension Agreement under the following terms:

1. The Third Extension Agreement period shall commence on **July 1, 2013**, and shall terminate on **June 30, 2014**.
2. In accordance with Exhibit D, 1., b., of the Agreement, this Third Extension Agreement shall be considered the third of four possible extensions of the Agreement.

THIRE EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

3. Notwithstanding Exhibit C, 1., b.,1., for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Extension for backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **TWENTY AND 00/100 DOLLARS (\$20.00)**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND EIGHT HUNDREND AND 00/100 DOLLARS (\$4,800.00)**, as listed on Exhibit A, attached hereto.
4. Notwithstanding Exhibit C, 2. a. and Exhibit E, Additional Work Price List, of the Agreement, for the period of this Third Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Third Extension or the Amended Agreement in excess of the cumulative total of **THIRTY-TWO THOUSAND SEVEN HUNDREND AND 00/100 DOLLARS (\$32,700.00)** for necessary normal or emergency repair work and replacement parts as may be supplied by the Contractor, as listed on Exhibit A, attached hereto.
5. Except as set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

THIRE EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

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

Moreno Valley
Community Services District

Contractor: E. R. Block Plumbing

By: _____
Title: City Manager, acting in the capacity
Of District Manager to the Moreno
Valley Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or
Assistant Secretary

Date: _____

Affix Corporate Seal Below

THIRE EXTENSION AGREEMENT
 PROJECT NO. BDEMS/10
 BACKFLOW TESTING SERVICES

Estimated Backflow Services						
Zone	Testing (620910)			Additional Services (620910)		
	Cost per test	# of Backflows	Total Annual Cost	Additional Work	Total Cost	
D	\$ 20.00	120	\$ 2,400.00	\$ 12,500.00	\$ 14,900.00	
M	\$ 20.00	27	\$ 540.00	\$ 3,400.00	\$ 3,940.00	
S	\$ 20.00	4	\$ 80.00	\$ 2,000.00	\$ 2,080.00	
E-1	\$ 20.00	12	\$ 240.00	\$ 1,200.00	\$ 1,440.00	
E-1A	\$ 20.00	3	\$ 60.00	\$ 1,200.00	\$ 1,260.00	
E-2	\$ 20.00	23	\$ 460.00	\$ 3,600.00	\$ 4,060.00	
E-3	\$ 20.00	7	\$ 140.00	\$ 2,100.00	\$ 2,240.00	
E-3A	\$ 20.00	0	\$ -	\$ -	\$ -	
E-4	\$ 20.00	0	\$ -	\$ -	\$ -	
E-4A	\$ 20.00	0	\$ -	\$ -	\$ -	
E-7	\$ 20.00	3	\$ 60.00	\$ 1,200.00	\$ 1,260.00	
E-8	\$ 20.00	1	\$ 20.00	\$ 800.00	\$ 820.00	
E-12	\$ 20.00	2	\$ 40.00	\$ 700.00	\$ 740.00	
E-14	\$ 20.00	6	\$ 120.00	\$ 700.00	\$ 820.00	
E-15	\$ 20.00	2	\$ 40.00	\$ 600.00	\$ 640.00	
E-16	\$ 20.00	3	\$ 60.00	\$ 1,200.00	\$ 1,260.00	
NPDES	\$ 20.00	27	\$ 540.00	\$ 1,500.00	\$ 2,040.00	
			\$ 4,800.00	\$ 32,700.00	\$ 37,500.00	

Exhibit A

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**FOURTH AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10**

This Fourth Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Original Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Original Agreement; and,

WHEREAS, the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted annual extensions to the Agreement, in accordance with the terms of the Agreement, which most recently was approved on July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013; and,

WHEREAS, the Original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS, the estimated cost of providing services for the 2012/13 fiscal year was based upon a Not-to-Exceed (NTE) amount of \$34,240.00 (\$4,240.00 for base and \$30,000.00 for additional work); and,

**FOURTH AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10**

WHEREAS, a First Amendment to the Original Agreement, as extended hereinafter referred to as ("Amended Agreement") was entered into on February 19, 2013 to increase the NTE amount of the Agreement from \$34,240.00 to \$63,680.10 (an increase of \$29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS, a Second Amendment to the Original Agreement as extended hereinafter referred to as ("Amended Agreement") was entered into on April 2, 2013 to increase the NTE amount of the Amended Agreement from \$68,680.10 to \$93,273.56 (an increase of \$29,593.46) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS a Third Amendment to the Original Agreement as extended hereinafter referred to as ("Amended Agreement") was approved by the City Council on May 14, 2013 to increase the NTE amount of the Amended Agreement from \$93,273.56 to \$109,026.44 (an increase of \$15,752.88) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS, it is desirable to further amend the Agreement as extended a fourth time to:

1. Increase the NTE amount of the Amended Agreement from \$109,026.44 (\$4,240.00 for base and \$104,786.44 for additional work), to \$110,470.04 for which the added cost of \$1,443.60 for additional work to accommodate the necessary labor and materials costs associated with the replacement of a stolen backflow device in Zone D Tract 19141 occurred. This added cost in this Fourth Amendment is identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted a written proposal for the area where the added

**FOURTH AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10**

work is required for the necessary replacement of a backflow at a cost of \$1,443.60, copies of which are attached as Exhibit B to this Fourth Amendment, and incorporated herein by this reference; and,

WHEREAS, the additional cost will increase the NTE amount of the Amended Agreement from \$109,026.44 to \$110,470.04 (an increase of \$1,443.60) to cover additional services associated with the necessary replacement of stolen backflow devices

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of \$104,786.44 to \$106,230.04 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit B attached hereto this Fourth Amendment.

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

**FOURTH AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10**

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

Moreno Valley Community Services District

Contractor

By: _____
Title: City Manager, acting in the capacity of
District Manager to the Board of Directors
of the Moreno Valley Community Services
District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

<u>INTERNAL USE ONLY</u>	
ATTEST:	

City Clerk	
APPROVED AS TO LEGAL FORM:	

City Attorney	

Date	
RECOMMENDED FOR APPROVAL:	

Department Head	

Date	

By: _____
Title: Corporate Secretary or Assistant
Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

FY 2012/13
Estimated Backflow Service Costs

Testing (6261)				Additional Services				
Zone	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	\$ 20.00	120	\$ 2,400.00	\$ -	\$ 4,600.00	\$ 4,000.00	\$ 8,600.00	\$ 11,000.00
M	\$ 20.00	26	\$ 520.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,720.00
S	\$ 20.00	4	\$ 80.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,780.00
E-1	\$ 20.00	14	\$ 280.00	\$ -	\$ 300.00	\$ 1,600.00	\$ 1,900.00	\$ 2,180.00
E-1A	\$ 20.00	2	\$ 40.00	\$ -	\$ 1,200.00	\$ 900.00	\$ 2,100.00	\$ 2,140.00
E-2	\$ 20.00	24	\$ 480.00	\$ -	\$ 900.00	\$ 1,600.00	\$ 2,500.00	\$ 2,980.00
E-3	\$ 20.00	7	\$ 140.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,340.00
E-3A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-4	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-4A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-7	\$ 20.00	3	\$ 60.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,760.00
E-8	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00
E-12	\$ 20.00	2	\$ 40.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,140.00
E-14	\$ 20.00	3	\$ 60.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,160.00
E-15	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00
E-16	\$ 20.00	5	\$ 100.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,200.00
NPDES	\$ 20.00	25	\$ 500.00	\$ 500.00	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,600.00
			\$ 4,240.00	\$ 500.00	\$ 11,800.00	\$ 17,700.00	\$ 29,500.00	\$ 34,240.00

Added Additional Services				
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20404	\$ 450.00	\$ 710.64	\$ 1,160.64	
20715	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
22277	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
24721	\$ 450.00	\$ 993.60	\$ 1,443.60	
30027	\$ 225.00	\$ 642.60	\$ 867.60	
30967	\$ 450.00	\$ 993.60	\$ 1,443.60	
31269	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
31284	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
32625	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 15,467.04
E-3	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 1,443.60
E-14	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 7,218.00
M	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
	\$ 450.00	\$ 710.64	\$ 1,160.64	\$ 3,064.32
NPDES	\$ 450.00	\$ 710.64	\$ 1,160.64	
	\$ 357.50	\$ 729.00	\$ 1,086.50	\$ 2,247.14

* Includes tax on material parts
First Amendment Costs \$ 29,440.10
Total Original Agreement & First Amendment Costs \$ 63,680.10

Added Additional Services				
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
33256 ²	\$ 450.00	\$ 710.64	\$ 1,160.64	
31591	\$ 450.00	\$ 993.60	\$ 1,443.60	
22276	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
22277	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
21597	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
21113	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20404	\$ 450.00	\$ 993.60	\$ 1,443.60	
30967	\$ 450.00	\$ 993.60	\$ 1,443.60	
20660	\$ 450.00	\$ 993.60	\$ 1,443.60	
19799	\$ 450.00	\$ 710.64	\$ 1,160.64	
20525	\$ 450.00	\$ 993.60	\$ 1,443.60	
31424	\$ 450.00	\$ 710.64	\$ 1,160.64	
13576/19080/19081	\$ 112.50	\$ 135.00	\$ 247.50	\$ 18,562.14
E-1	\$ 200.00	\$ 216.00	\$ 416.00	\$ 416.00
E-3	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68
E-14	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 5,774.40
M	\$ 112.50	\$ 54.00	\$ 166.50	\$ 166.50
NPDES	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 710.64	\$ 1,160.64	
	\$ 112.50	\$ 54.00	\$ 166.50	\$ 2,770.74

* Includes tax on material parts
Second Amendment Costs \$ 29,593.46
Total Original Agreement, First and Second Amendment Costs \$ 93,273.56

Added Additional Services				
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
16769 ¹	\$ 450.00	\$ 993.60	\$ 1,443.60	
19852	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20525	\$ 450.00	\$ 993.60	\$ 1,443.60	
22371	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
27256	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 10,041.84
E-1	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68
E-2	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68
E-15	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68

* Includes tax on material parts
Third Amendment Costs \$ 15,752.88
Total Original Agreement, First, Second and Third Amendment Costs \$ 109,026.44

¹ Second location

Added Additional Services				
Zone	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
19141	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 1,443.60

* Includes tax on material parts
Fourth Amendment Costs \$ 1,443.60
Total Original Agreement, First, Second Third, and Fourth Amendment Costs \$ 110,470.04

² Zone D Tract 33256 was incorrectly identified. The correct location is NPDES (water quality basin) Tract 21323

Proposal

19141
Zone
D

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 9-6-13 5-14-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ON CACTUS AND AGAVE	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature David Ross
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN $1\frac{1}{2}$ INCH BACKFLOW.

PARTS 920.00
TAX 73.60
LABOR 450.09
TOTAL 1,443.69

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Exhibit B

**THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
MORENO VALLEY COMMUNITY SERVICES DISTRICT
BACKFLOW TESTING SERVICES**

PROJECT & RFP NO. BDEMS/10

This Third Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Agreement; and,

WHEREAS, an extension agreement was entered into on June 8, 2011, for the 2011/12 fiscal year ("FY"), the "First Extension Agreement"; and,

WHEREAS, an extension agreement was entered into on July 2, 2012, for the 2012/13 FY, the "Second Extension Agreement"; and,

WHEREAS, the Contractor has continued to perform satisfactorily to provide backflow testing and repair services; and,

WHEREAS, the Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

**THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10**

WHEREAS, the estimated cost of providing services in accordance with the Second Extension Agreement was based upon a Not-to-Exceed (NTE) amount of \$34,240.00 (\$4,240.00 for base and \$30,000.00 for additional work); and,

WHEREAS, a First Amendment to the Agreement, as extended under the Second Extension Agreement hereinafter referred to as ("First Amended Agreement") was entered into on February 19, 2013 to increase the NTE amount of the Agreement from \$34,240.00 to \$63,680.10 (an increase of \$29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS, a Second Amendment to the Amended Agreement was entered into on April 2, 2013 to increase the NTE amount of the First Amended Agreement from \$68,680.10 to \$93,273.56 (an increase of \$29,593.46) to cover additional services associated with the necessary replacement of stolen backflow devices; and

WHEREAS, it is desirable to amend the Second Amended Agreement as extended to increase the NTE amount from \$93,273.56 (\$4,240.00 for base and \$89,033.56 for additional work), to \$109,026.44 for which the added cost of \$15,752.88 for additional work is to accommodate the necessary labor and materials costs associated with the replacement of stolen and repair of existing backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required for estimated replacement and actual repair costs of \$15,752.88, copies of which are attached as Exhibit "B" to this Third Amendment, and incorporated herein by this reference.

**THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10**

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of \$89,033.56 to \$104,786.44 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit "B" attached hereto this Third Amendment for a total NTE amount of \$109,026.44 (\$4,240.00 for base and \$104,786.44 for additional work).

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Third Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

**THIRD AMENDMENT TO THE
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10**

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

Moreno Valley Community Services District

Contractor: E. R. Block Plumbing, Inc.

By: _____
Title: City Manager, acting in the capacity of
District Manager to the Board of Directors
of the Moreno Valley Community Services
District

By: *[Signature]*
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or Assistant
Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

Zone	Testing (6261)			Additional Services				
	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	\$ 20.00	120	\$ 2,400.00	\$ -	\$ 4,600.00	\$ 4,000.00	\$ 8,600.00	\$ 11,000.00
M	\$ 20.00	26	\$ 520.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,720.00
S	\$ 20.00	4	\$ 80.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,780.00
E-1	\$ 20.00	14	\$ 280.00	\$ -	\$ 300.00	\$ 1,600.00	\$ 1,900.00	\$ 2,180.00
E-1A	\$ 20.00	2	\$ 40.00	\$ -	\$ 1,200.00	\$ 900.00	\$ 2,100.00	\$ 2,140.00
E-2	\$ 20.00	24	\$ 480.00	\$ -	\$ 900.00	\$ 1,600.00	\$ 2,500.00	\$ 2,980.00
E-3	\$ 20.00	7	\$ 140.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,340.00
E-3A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-4	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-4A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-7	\$ 20.00	3	\$ 60.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,760.00
E-8	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00
E-12	\$ 20.00	2	\$ 40.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,140.00
E-14	\$ 20.00	3	\$ 60.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,160.00
E-15	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00
E-16	\$ 20.00	5	\$ 100.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,200.00
NPDES	\$ 20.00	25	\$ -	\$ 500.00	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,600.00
			\$ 4,240.00	\$ 500.00	\$ 11,800.00	\$ 17,700.00	\$ 29,500.00	\$ 34,240.00

Zone	Added Additional Services			
	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20404	\$ 450.00	\$ 710.64	\$ 1,160.64	
20715	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
22277	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
24721	\$ 450.00	\$ 993.60	\$ 1,443.60	
30027	\$ 225.00	\$ 642.60	\$ 867.60	
30967	\$ 450.00	\$ 993.60	\$ 1,443.60	
31269	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
31284	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
32625	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 15,467.04
E-3	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 1,443.60
E-14	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 7,218.00
M	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
	\$ 450.00	\$ 710.64	\$ 1,160.64	\$ 3,064.32
NPDES	\$ 450.00	\$ 710.64	\$ 1,160.64	
	\$ 357.50	\$ 729.00	\$ 1,086.50	\$ 2,247.14

* Includes tax on material parts

First Amendment Costs \$ 29,440.10
Total Original Agreement & First Amendment Costs \$ 63,680.10

Zone	Added Additional Services			
	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
33256	\$ 450.00	\$ 710.64	\$ 1,160.64	
31591	\$ 450.00	\$ 993.60	\$ 1,443.60	
22276	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
22277	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
21597	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
21113	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20404	\$ 450.00	\$ 993.60	\$ 1,443.60	
30967	\$ 450.00	\$ 993.60	\$ 1,443.60	
20660	\$ 450.00	\$ 993.60	\$ 1,443.60	
19799	\$ 450.00	\$ 710.64	\$ 1,160.64	
20525	\$ 450.00	\$ 993.60	\$ 1,443.60	
31424	\$ 450.00	\$ 710.64	\$ 1,160.64	
13576/19080/19081	\$ 112.50	\$ 135.00	\$ 247.50	\$ 18,562.14
E-1	\$ 200.00	\$ 216.00	\$ 416.00	\$ 416.00
E-3	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68
E-14	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 5,774.40
M	\$ 112.50	\$ 54.00	\$ 166.50	\$ 166.50
NPDES	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 710.64	\$ 1,160.64	
	\$ 112.50	\$ 54.00	\$ 166.50	\$ 2,770.74

* Includes tax on material parts

Second Amendment Costs \$ 29,593.46
Total Original Agreement, First and Second Amendment Costs \$ 93,273.56

Zone	Added Additional Services			
	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
16769 ¹	\$ 450.00	\$ 993.60	\$ 1,443.60	
19852	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20525	\$ 450.00	\$ 993.60	\$ 1,443.60	
22371	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
27256	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 10,041.84
E-1	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68
E-2	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68
E-15	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68

* Includes tax on material parts

Third Amendment Costs \$ 15,752.88
Total Original Agreement, First, Second and Third Amendment Costs \$ 109,026.44

¹ Second location

0
11-16-76

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

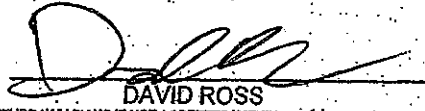
10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 1

Proposal submitted to: city of moreno valley	Date: 3-27-73
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: EUCALYPTUS / PEPPER BUSH	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature



DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1/2 INCH BACKFLOW.

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

EXHIBIT B

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

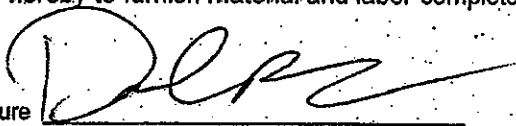
10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-8-43
Address: 14325 frederick st ste 9	Phone: 7-943
City, State, Zip Code moreno valley ca 92552	
Job location: EUCAYDUS / Mine Bank	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature



DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN ^{1/2} INCH BACKFLOW.

PARTS 920.00
TAX 73.60
LABOR 450.00
TOTAL 1443.60

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

07.19.13

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: Cottonwood / Bunny Pass	

We Propose hereby to furnish material and labor complete in accordance with specifications below,

Authorized Signature *David Ross*
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346.00
TAX 107.68
LABOR 450.00
TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801


10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #7

Proposal submitted to: city of moreno valley	Date: 3-27-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: e CAIYPTUS / Mateoillo	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature



DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1/2 INCH BACKFLOW.

PARTS 920.00
TAX 73.60
LABOR 450.00
TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # **3**

Proposal submitted to: city of moreno valley	Date: 3-27-83
Address: 14325 frederick st ste 9	Phone: 1 1 1
City, State, Zip Code moreno valley ca 92552	
Job location: kitching / Atwood	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature 
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN **2** INCH BACKFLOW.

PARTS **1,346.00**
TAX **107.68**
LABOR **450.00**
TOTAL **1,903.68**

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone: 4-91-13
City, State, Zip Code moreno valley ca 92552	
Job location: LASSIE / MAKE NMA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature



DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 1/2 INCH BACKFLOW

PARTS 920.00
TAX 73.60
LABOR 450.00
TOTAL 1,443.60

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

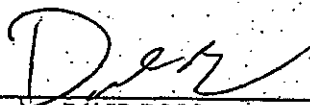
10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: ELSworth / Bracora	

We **Propose** hereby to furnish material and labor complete in accordance with specifications below.

Authorized Signature



DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW

PARTS 1,346.00

TAX 107.68

LABOR 450.00

TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801


10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #

Proposal submitted to: city of moreno valley	Date: 3-5-13
Address: 14325 frederick st ste 9	Phone: 9-9-13
City, State, Zip Code moreno valley ca 92552	
Job location: CARTAGENA / MOLAIRA	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature



DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS 1,346
TAX 107.68
LABOR 450.⁰⁰
TOTAL 1,903.68

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

E-15

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 2

Proposal submitted to: city of moreno valley	Date: 3-27-13
Address: 14325 frederick st ste 9	Phone:
City, State, Zip Code moreno valley ca 92552	
Job location: <i>N. Son / Delphinium</i>	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature *David Ross*
DAVID ROSS

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO REPLACE STOLEN 2 INCH BACKFLOW.

PARTS *1,346.00*
 TAX *107.68*
 LABOR *450.00*
 TOTAL *1,903.68*

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature: _____

1903.68

**SECOND AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES**

PROJECT & RFP NO. BDEMS/10

This Second Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "CSD," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Original Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Original Agreement; and,

WHEREAS the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted annual extensions to the Agreement, in accordance with the terms of the Agreement, which most recently was approved on July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013; and,

WHEREAS, the Original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS, the estimated cost of providing services for the 2012/13 fiscal year was based upon a Not-to-Exceed (NTE) amount of \$34,240.00 (\$4,240.00 for base and \$30,000.00 for additional work); and,

WHEREAS a First Amendment to the Original Agreement, as extended hereinafter referred to as ("Amended Agreement") was entered into on February 19, 2013 to increase the

**SECOND AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10**

NTE amount of the Agreement from \$34,240.00 to \$63,680.10 (an increase of \$29,440.10) to cover additional services associated with the necessary replacement of stolen backflow devices; and,

WHEREAS it is desirable to amend the Original Agreement as extended a second time to increase the NTE amount of the Amended Agreement from \$63,680.10 (\$4,240.00 for base and \$59,440.10 for additional work), to \$93,273.56 for which the added cost of \$29,593.46 for additional work is to accommodate the necessary labor and materials costs associated with the replacement of stolen and repair of existing backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and,

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required for estimated replacement and actual repair costs of \$29,593.46, copies of which are attached as Exhibit "B" to this Second Amendment, and incorporated herein by this reference.

SECTION 1.1 AMENDMENT to the EXTENSION AGREEMENT:

1.1 Amend the Additional Work Amount of the Amended Agreement, Section 4, from the NTE amount of \$59,440.10 to \$89,033.56 to accommodate the labor and material costs for certain repairs and replacement of necessary stolen irrigation equipment, as more specifically described on Exhibit "B" attached hereto this Second Amendment.

SECTION 2. AGREEMENT

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

**SECOND AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10**

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

Moreno Valley Community Services District

Contractor

By: Michelle Dawson
Title: City Manager, acting in the capacity of
District Manager to the Board of Directors
of the Moreno Valley Community Services
District

By: Gracy Row
Title: (President or Vice President)

Date: 4/2/13

Date: 3-21-13

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Suzanne Bryant
City Attorney
3-28-13
Date

RECOMMENDED FOR APPROVAL:

Richard Jeschke
Department Head
4/1/13
Date

By: _____
Title: Corporate Secretary or Assistant
Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

FY 2012/13
Estimated Backflow Service Costs

Zone	Testing (6261)			Additional Services					
	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	Total Cost	
D	\$ 20.00	120	\$ 2,400.00	\$ -	\$ 4,600.00	\$ 4,000.00	\$ 8,600.00	\$ 11,000.00	
M	\$ 20.00	26	\$ 520.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,720.00	
S	\$ 20.00	4	\$ 80.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,780.00	
E-1	\$ 20.00	14	\$ 280.00	\$ -	\$ 300.00	\$ 1,600.00	\$ 1,900.00	\$ 2,180.00	
E-1A	\$ 20.00	2	\$ 40.00	\$ -	\$ 1,200.00	\$ 900.00	\$ 2,100.00	\$ 2,140.00	
E-2	\$ 20.00	24	\$ 480.00	\$ -	\$ 900.00	\$ 1,600.00	\$ 2,500.00	\$ 2,980.00	
E-3	\$ 20.00	7	\$ 140.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,340.00	
E-3A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
E-4	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
E-4A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
E-7	\$ 20.00	3	\$ 60.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,760.00	
E-8	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00	
E-12	\$ 20.00	2	\$ 40.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,140.00	
E-14	\$ 20.00	3	\$ 60.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,160.00	
E-15	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00	
E-16	\$ 20.00	5	\$ 100.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,200.00	
NPDES	\$ 20.00	25	\$ -	\$ 500.00	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,600.00	
			\$ 4,240.00	\$ 500.00	\$ 11,800.00	\$ 17,700.00	\$ 29,500.00	\$ 34,240.00	

Zone	Added Additional Services			
	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
16769	\$ 450.00	\$ 710.64	\$ 1,160.64	
20404	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
20715	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
22277	\$ 450.00	\$ 993.60	\$ 1,443.60	
24721	\$ 225.00	\$ 642.60	\$ 867.60	
30027	\$ 450.00	\$ 993.60	\$ 1,443.60	
30967	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
31269	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
31284	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 15,467.04
32625	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 1,443.60
E-3	\$ 450.00	\$ 993.60	\$ 1,443.60	
E-14	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 7,218.00
M	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
	\$ 450.00	\$ 710.64	\$ 1,160.64	\$ 3,064.32
NPDES	\$ 450.00	\$ 710.64	\$ 1,160.64	
	\$ 357.50	\$ 729.00	\$ 1,086.50	\$ 2,247.14

* Includes tax on material parts

First Amendment Costs \$ 29,440.10
Total Original Agreement & First Amendment Costs \$ 63,680.10

Zone	Added Additional Services			
	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D	\$ 450.00	\$ 710.64	\$ 1,160.64	
33256	\$ 450.00	\$ 993.60	\$ 1,443.60	
31591	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
22276	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
22277	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
21587	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
21113	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20404	\$ 450.00	\$ 993.60	\$ 1,443.60	
30967	\$ 450.00	\$ 993.60	\$ 1,443.60	
20660	\$ 450.00	\$ 993.60	\$ 1,443.60	
19789	\$ 450.00	\$ 710.64	\$ 1,160.64	
20525	\$ 450.00	\$ 993.60	\$ 1,443.60	
31424	\$ 450.00	\$ 710.64	\$ 1,160.64	
13576/19080/19081	\$ 112.50	\$ 135.00	\$ 247.50	\$ 18,562.14
E-1	\$ 200.00	\$ 216.00	\$ 416.00	\$ 416.00
E-3	\$ 450.00	\$ 1,453.68	\$ 1,903.68	\$ 1,903.68
E-14	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 5,774.40
M	\$ 112.50	\$ 54.00	\$ 166.50	\$ 166.50
NPDES	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 710.64	\$ 1,160.64	
	\$ 112.50	\$ 54.00	\$ 166.50	\$ 2,770.74

* includes tax on material parts

Second Amendment Costs \$ 29,593.46
Total Original Agreement, First and Second Amendment Costs \$ 93,273.56

**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES**

PROJECT & RFP NO. BDEMS/10

This First Amendment to the Independent Contract Agreement is made and entered into as of the date signed by the City Manager, by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a municipal corporation, hereinafter referred to as "City," and E. R. Block Plumbing, Inc., a California Corporation hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" for PROJECT & RFP NO. BDEMS/10, hereinafter referred to as "Agreement," dated June 3, 2010; and,

WHEREAS, the Contractor was selected through a Request for Proposal (RFP) process to perform backflow testing and repair services throughout various CSD Zones as identified in the Agreement; and,

WHEREAS, the backflow devices for NPDES are located in Tracts within the boundaries of Zones D, E, M, and S, which require testing and maintenance services as outlined in the Agreement; and,

WHEREAS, the estimated cost of providing those services for the 2012/13 fiscal year are listed on Exhibit "A" of this First Amendment; and,

WHEREAS, the original Agreement allows for additional work to be performed at the rates as listed on Exhibit E, Additional Work Price List, page 59 of the Agreement; and,

WHEREAS the contractor has continued to perform satisfactorily to provide backflow testing and repair services and has been granted extensions to the Agreement; and,

WHEREAS it is desirable to increase the NTE amount of the Extension Agreement dated July 2, 2012, for the contract term of July 1, 2012 to June 30, 2013, from \$34,240 (\$4,240.00 for base and \$30,000.00 for additional work) to \$63,680.10 (\$4,240.00 for base and \$59,440.10 for

**FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10**

additional work), for which the added cost of \$29,440.10 in the additional work is to accommodate the necessary labor and materials costs associated with the added additional services associated with the replacement of backflow devices, located within the various landscape Zones and NPDES areas as identified on Exhibit A, and incorporated herein; and;

WHEREAS, the Contractor has submitted written proposals for each area where the added work is required, the copies of which are attached as Exhibit "B" to this Amendment, and incorporated herein by this reference.

SECTION 1. AMENDMENT to the AGREEMENT:

1.1 The Agreement is hereby amended by revising the Bid Schedule, Exhibit E, Schedule II, page 57, which are combined within Zones D, E, M and S to distinguish NPDES areas as a separate line item, which is more specifically identified on Exhibit "A".

SECTION 2. AMENDMENT to the EXTENSION AGREEMENT

2.1 Amend the Additional Work Amount of the Extension Agreement, Section 4, from the NTE amount of \$30,000.00 to \$59,440.10 to accommodate the labor and material costs to replace necessary irrigation equipment, as more specifically described on Exhibit "B" attached hereto this First Amendment.

SECTION 3. AGREEMENT

3.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

**FIRST AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR AGREEMENT
BACKFLOW TESTING SERVICES
PROJECT & RFP NO. BDEMS/10**

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

Moreno Valley Community Services District
By: *Michelle Dawson*
Title: City Manager, acting in the capacity of
DM District Manager to the Board of Directors
of the Moreno Valley Community Services
District
Date: *2/19/13*

Contractor
By: *Ly Hoang Ples*
Title: (President or Vice President)
Date: *2-6-13*

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney
2-14-13
Date

RECOMMENDED FOR APPROVAL:

Richard Paskett
Department Head
2/19/13
Date

By: _____
Title: Corporate Secretary or Assistant
Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

FY 2012/13
Estimated Backflow Service Costs

Zone	Testing (6261)			Additional Services				Total Cost
	Cost per test	# of Backflows	Total Annual Cost	Testing (6261)	Labor (6271)	Parts (6371)*	Sub Total	
D	\$ 20.00	120	\$ 2,400.00	\$ -	\$ 4,600.00	\$ 4,000.00	\$ 8,600.00	\$ 11,000.00
M	\$ 20.00	26	\$ 520.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,720.00
S	\$ 20.00	4	\$ 80.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,780.00
E-1	\$ 20.00	14	\$ 280.00	\$ -	\$ 300.00	\$ 1,600.00	\$ 1,900.00	\$ 2,180.00
E-1A	\$ 20.00	2	\$ 40.00	\$ -	\$ 1,200.00	\$ 900.00	\$ 2,100.00	\$ 2,140.00
E-2	\$ 20.00	24	\$ 480.00	\$ -	\$ 900.00	\$ 1,600.00	\$ 2,500.00	\$ 2,980.00
E-3	\$ 20.00	7	\$ 140.00	\$ -	\$ 600.00	\$ 1,600.00	\$ 2,200.00	\$ 2,340.00
E-3A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-4	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-4A	\$ 20.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E-7	\$ 20.00	3	\$ 60.00	\$ -	\$ 900.00	\$ 800.00	\$ 1,700.00	\$ 1,760.00
E-8	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00
E-12	\$ 20.00	2	\$ 40.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,140.00
E-14	\$ 20.00	3	\$ 60.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,160.00
E-15	\$ 20.00	1	\$ 20.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,120.00
E-16	\$ 20.00	5	\$ 100.00	\$ -	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,200.00
NPDES	\$ 20.00	25	\$ -	\$ 500.00	\$ 300.00	\$ 800.00	\$ 1,100.00	\$ 1,600.00
			\$ 4,240.00	\$ 500.00	\$ 11,800.00	\$ 17,700.00	\$ 29,500.00	\$ 34,240.00

Zone	Added Additional Services			
	Labor (6271)	Parts (6371)*	Sub Total	Total Cost
D				
16769	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
20404	\$ 450.00	\$ 710.64	\$ 1,160.64	
20715	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
22277	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
24721	\$ 450.00	\$ 993.60	\$ 1,443.60	
30027	\$ 225.00	\$ 642.60	\$ 867.60	
30967	\$ 450.00	\$ 993.60	\$ 1,443.60	
31269	\$ 450.00	\$ 1,248.48	\$ 1,698.48	
31284	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
32625	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 15,467.04
E-3	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 1,443.60
E-14	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	
	\$ 450.00	\$ 993.60	\$ 1,443.60	\$ 7,218.00
M	\$ 450.00	\$ 1,453.68	\$ 1,903.68	
	\$ 450.00	\$ 710.64	\$ 1,160.64	\$ 3,064.32
NPDES	\$ 450.00	\$ 710.64	\$ 1,160.64	
	\$ 357.50	\$ 729.00	\$ 1,086.50	\$ 2,247.14
				\$ 29,440.10
				\$ 63,680.10

* Includes tax on material parts

EXHIBIT B
BEHIND THIS PAGE

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 515

Proposal submitted to: <u>CITY OF MV.</u>	Date: <u>1-31-03</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON EUCALIPTUS LINE BACK D Tr. 16769</u>	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,
for the sum of: _____

Re: Estimate to REPLACE HOLEN BACK FLOW

1) REMOVE DIRT FROM AROUND PIPES

SUPPLY AND INSTALL

WILKINS TESTAL AND CABLE LOCK SYSTEM

2) Test and certify device.

3) Forward all documentation to the Water Department.

PARTS 1,346.00

LABOR 450.00

TAX 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature



David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 58

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-9-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>O.N. KRAMERIA ON LEFT SIDE FROM ORIN TR. 20404</u> 0	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,
for the sum of: _____

Re: Estimate to replace STOLEN BACKFLOW

- 1) 1
- 2) Supply and install
1 inch

WILKINS 375

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

PARTS 658.-

LABOR 450.-

TAX 52.64

Total cost of job-parts and labor: 1,160.64

Authorized Signature

David Ross

David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 10

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-9-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON KRAMERIA AT SADDLE BROOK LN Tr. 20715</u> D	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace STOLEN BACKFLOW

- 1) REMOVE CONCRETE FROM AROUND PIPES.
- 2) Supply and install

DINCH
WILKINS
375XL

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

Parts 1156.00
 Labor 450.00
 Tax 92.48

Total cost of job-parts and labor: 1,698.48

Authorized Signature



David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# *519*

Proposal submitted to: <i>City of MV</i>	Date: <i>1-31-13</i>
Address	Phone:
City, State, Zip Code:	
Job Location: <i>FIR / MORRISON P TR. 2227E</i>	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,
for the sum of: _____

- Re: Estimate to *REPLACE STOLON BACKFLOW*
- 1) *REMOVE CONCRET FLOW AROUND DIS*
INSTALL
2 IN W. LEAS 375XL
 - 2) Test and certify device.
 - 3) Forward all documentation to the Water Department.

PARTS 1,346.⁰⁰
LABOR 450.⁰⁰
TAX 107.⁶⁸

Total cost of job-parts and labor: *1,903.68*

Authorized Signature *David Ross*
David Ross
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 513

Proposal submitted to: <u>CITY OF M.V</u>	Date: <u>1-15-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON EUCALIPTUS OFF REDLANDS BLVD TR. 24721 0</u>	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,
for the sum of: _____

- Re: Estimate to REPLACE STOLEN BACKFLOW
1) REMOVE CONCRETE FROM AROUND PIPES
INSTALL
1/2 IN. WILKINS 375XL
- 2) Test and certify device.
 - 3) Forward all documentation to the Water Department.

PARTS 920.⁰⁰
LABOR 450.⁰⁰
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature 
David Ross
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 514

Proposal submitted to: City of M-V	Date: 1-15-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON Cottonwood At Blaney Pass D. Tr 30027	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to **REPLACE STOLEN BACKFLOW**

- 1) Supply and install
2 in Wilkins
375XL
- 2) Test and certify device.
- 3) Forward all documentation to the Water Department.

PARTS 595.⁰⁰
LABOR 225.⁰⁰
TAX 47.60

Total cost of job-parts and labor: 867.60

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# **56**

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KRAMERIA ST AT WIND BREAK Tr. 30967	D

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace **STOLEN BACKFLOW**

- 1) **Remove Concrete Around PIPES**
- 2) Supply and install

1 1/2

WILKINS 375XL

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

PARTS	920.--
LABOR	450.--
TAX	73.60

Total cost of job-parts and labor: **1,443.60**

Authorized Signature _____

David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN **14** DAYS.

ACCEPTANCE OF PROPOSAL -

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 59

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-9-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON WILMONT ON RIGHT SIDE FROM COTTONWOOD Tr. 31269 0</u>	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

- Re: Estimate to replace STOLEN BACKFLOW
- 1) REMOVE CONCRET FROM AROUND PIPES
 - 2) Supply and install
2 INCH
WILKINS 375 XL
 - 3) Restore water service.
 - 4) Test and certify device.
 - 5) Forward all documentation to the Water Department.

PARTS 1,156.00
LABOR 450.00
TAX 92.48

Total cost of job-parts and labor: 1,698.48

Authorized Signature David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 5 11

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-9-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON Cottonwood AT RUNITY TR. 31284 D</u>	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,
for the sum of: _____

Re: Estimate to replace STOLEN BACKFLOW

- 1) Remove Dirt + Pien Around Pipes
- 2) Supply and install

2 in wilkins 3.75XL
AND CABLE LOCK SYSTEM

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

PARTS 1,346.00
LABOR 450.00
TAX 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 512

Proposal submitted to: <u>CITY OF MV.</u>	Date: <u>1-15-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON REDLANDS BLVD JUST PAST COTTONWOOD. DTR. 32625</u>	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

- Re: Estimate to REPLACE STOLEN BACKFLOW
- 1) REMOVE CONCRETE FROM AROUND PIPES
INSTALL WILKINS
1 1/2 375XL
 - 2) Test and certify device.
 - 3) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature 
David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 57

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON KITCHING ON LEFT SIDE FROM KRAMERIA E-3	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,
for the sum of: _____

Re: Estimate to replace **STOLEN BACKFLOW**

- 1) **Remove Concrete From Around pipes**
- 2) **Supply and install**

1 1/2

Wilkins 375XL

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

PARTS 920.-
LABOR 450.-
TAX 73.60

Total cost of job-parts and labor: **1,443.60**

Authorized Signature



David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 53

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address:	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON AT DAY ST	E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,
for the sum of: _____

- Re: Estimate to replace **STOLEN BACKFLOW**
1) Remove ~~concrete~~ FROM ABOVE PIPES
2) Supply and install

1/2

WILKINS 375 XL

- 3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

PARTS 920.00
LABOR 450.00
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature

David Ross

David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# **55**

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON Cottonwood ^{ON} RIGHT SIDE FROM MARRISON	

E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

- Re: Estimate to replace **STOLEN BACKFLOW**
1) **Remove Concrete FROM AROUND PIPES**
2) Supply and install

PARTS 920.00
LABOR 450.00
TAX 73.60

1 1/2

WILKINS 375XL

- 3) Restore water service.
4) Test and certify device.
5) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,443.60

Authorized Signature



David Ross

Note: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 54

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-9-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON MORRISON ON LEFT SIDE FROM COTTONWOOD</u>	

E-14

We Propose hereby to furnish material and labor-complete in accordance with specifications below,
for the sum of: _____

Re: Estimate to replace STOLEN BACKFLOW

- 1) Remove CONCRET FROM AROUND PIPES
- 2) Supply and install

1 1/2
WILKINS 375XL

PARTS 920.00
LABOR 450.00
TAX 73.60

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,443.60

Authorized Signature David Ross
David Ross
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 52

Proposal submitted to: <u>CITY OF M.V.</u>	Date: <u>1-9-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>ON MORRISON ^{ON} LEFT SIDE FROM ALESSANDRO E-14</u>	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace STOLEN BACKFLOW

- 1) REMOVE CONCRET FROM AROUND PIPES
- 2) Supply and install

1 1/2
WILKINS 375XL

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

PARTS 920.
LABOR 450.
TAX 73.60

Total cost of job-parts and labor: 1,443.60

Authorized Signature

David Ross

David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
 PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
 CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # **51**

Proposal submitted to: CITY OF M.V.	Date: 1-9-13
Address	Phone:
City, State, Zip Code:	
Job Location: ON MORRISON ON RIGHT SIDE FROM ALESSANDRO E-14	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to replace **STOLEN BACKFLOW**

- 1) **REMOVE CONCRET FROM AROUND CUT PIPES**
- 2) Supply and install

**1 1/2
 WILKINS 375XL**

PARTS	920.00
LABOR	450.00
TAX	73.60

- 3) Restore water service.
- 4) Test and certify device.
- 5) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,443.60

Authorized Signature **David Ross**
 David Ross

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# 516

Proposal submitted to: <u>CITY OF M.V</u>	Date: <u>1-31-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>Peens Blvd / Red Maple Zone M</u>	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,
for the sum of: _____

- Re: Estimate to REPLACE STOLON BACKFLOW
1) Remove Conduit FROM AROUND PIPES
INSTALL
2 INCH WILKINS 375XL
2) Test and certify device.
3) Forward all documentation to the Water Department.

PARTS 1,346.00
LABOR 450.00
TAX 107.68

Total cost of job-parts and labor: 1,903.68

Authorized Signature David Ross
David Ross
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND
ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.
PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est # 517

Proposal submitted to: <u>CITY OF M-L</u>	Date: <u>1-31-13</u>
Address	Phone:
City, State, Zip Code:	
Job Location: <u>EUCALIPTUS / NORTH OF DEAN'S BLVD Zone M</u>	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

for the sum of: _____

Re: Estimate to REPLACE Stolen BACKFLOW
1) REMOVE CONDENSATE FROM PIPES
LINE
WILKINS 375XL

PARTS 658.⁰⁰
LABOR 450.⁰⁰
TAX 52.64

- 2) Test and certify device.
- 3) Forward all documentation to the Water Department.

Total cost of job-parts and labor: 1,160.64

Authorized Signature David Ross

David Ross
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est# **518**

Proposal submitted to: CITY OF M.V.	Date: 1-31-13
Address	Phone:
City, State, Zip Code:	
Job Location: NASON / DELPHIUM WQB MPDES	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,
for the sum of: _____

TR. 31128

- Re: Estimate to **REPLACE STOLEN BACKFLOW**
1) **REMOVE CONCRETE FROM AROUND PIPES**
INSTALL
1 INCH WILKINS 375XL
- 2) Test and certify device.
 - 3) Forward all documentation to the Water Department.

PARTS 658.00
LABOR 450.00
TAX 52.64

Total cost of job-parts and labor: **616.64**

Authorized Signature 
David Ross
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____

Proposal

E. R. BLOCK PLUMBING, INC.
PHONE (951) 687-4011 FAX (951) 687-0801

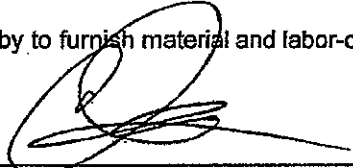
10910 HOLE AVENUE - RIVERSIDE, CALIFORNIA 92505
CALIFORNIA STATE CONTRACTORS LICENSE #675567

Est #2719

Proposal submitted to: CITY OF MORENO VALLEY ATT: ROBERT	Date: 12-17-12
Address:	Phone: 202-4956
City, State, Zip Code	
Job location:	

We Propose hereby to furnish material and labor-complete in accordance with specifications below,

Authorized Signature _____



Chris Katehis

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 14 DAYS.

ESTIMATE TO INSTALL NEW 2 INCH WILKINS 375XL BACKFLOW WITH COPPER RISERS.

MATERIALS	\$ 675.00
TAX	\$ 54.00
LABOR	\$ 357.50
TOTAL	\$ 1086.50

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Date of Acceptance: _____

Signature _____



CERTIFICATE OF LIABILITY INSURANCE

ERBLO-2 OP ID: K9

DATE (MM/DD/YYYY)
08/28/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc (Lic-0C36861) 735 Carnegie Drive, Ste 280 San Bernardino, CA 92408 Chuck Shanklin, CIC	909-886-8861 909-886-2013	CONTACT INSURER Kennell Good PHONE (A/C No., Ext.) 909-474-8770 FAX (A/C No.) 909-886-2013 E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Golden Eagle Insurance Co. 10836 INSURER B: Preferred Employers Insurance <i>PHX/DIA</i> 10900 INSURER C: INSURER D: WORK COMP RENEWALS ONLY INSURER E: INSURER F:
INSURED <i>City of Moreno Valley</i> 10910 Hole Avenue Riverside, CA 92505			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	TYPE OF INSURANCE	ADD'L SUBS. (INSR. W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	X	GBP8428805	03/01/12	03/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED. RETENTIONS	X	BA8830628	03/01/12	03/01/13	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	03/01/12	03/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Section Special Form R/C		GBP8428805	03/01/12	03/01/13	See below if applies

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks, Schedule, if more space is required)

Job: Project #BDE-000/02;
 City of Moreno Valley, Moreno Valley Community Services District, and
 Redevelopment Agency of Moreno Valley are add'l insd per GRC602 09/04; add
 insd as respects auto liab per SECA761 01/07.

Approved

[Signature]
 By Date 9/5/12

CERTIFICATE HOLDER MOREN06 City of Moreno Valley Dept of Bldg & Safety Stewart Sheldon P O Box 88005 Moreno Valley, CA 92552-0805	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Chuck Shanklin</i>
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ACORD 25 (2010/05)

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EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **E. R. Block Plumbing, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012**, and shall terminate on **June 30, 2013**.
2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.
3. Notwithstanding Exhibit C, 1., b.,1., for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for all backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **TWENTY AND 00/100 DOLLARS (\$20.00)**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND TWO HUNDREND-FORTY AND 00/100 DOLLARS (\$4,240.00)**.
4. Notwithstanding Exhibit C, 2. a. and Exhibit E, Additional Work Price List, of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the CSD Board (City Council), the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00)** for necessary normal or emergency repair work and replacement parts as may be supplied by the Contractor.
5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

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

Moreno Valley
Community Services District

By: *Richard J. [Signature]*
Title: Financial & Administrative Services
Director, acting in the capacity of
Chief Fiscal Officer to the Moreno
Valley Community Services District

Date: 7/2/12

Contractor: E. R. Block Plumbing

By: *[Signature]*
Title: (President or Vice President)

Date: 4-13-12

<u>INTERNAL USE ONLY</u>
ATTEST: _____ City Clerk
APPROVED AS TO LEGAL FORM: <u><i>[Signature]</i></u> Deputy City Attorney <u>6-26-12</u> Date
RECOMMENDED FOR APPROVAL: <u><i>[Signature]</i></u> Department Head <u>6/27/12</u> Date

By: _____
Title: Corporate Secretary or
Assistant Secretary

Date: _____

Affix Corporate Seal Below

EXTENSION AGREEMENT
PROJECT NO. BDEMS/10
BACKFLOW TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and E. R. Block Plumbing, Inc. (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 3, 2010, referencing Project No. BDEMS/10 regarding backflow testing services hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012**.
2. In accordance with Exhibit D, Paragraph 1(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.
3. Notwithstanding Exhibit C, Paragraph 1(b)(1) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount due for all backflow devices tested the previous month at the Contractor's Cost Per Test price, which shall be **\$20.00**. The total contract amount for the twelve (12) month extension period shall not exceed **FOUR THOUSAND TWO HUNDRED FOURTY AND NO/100 (\$4,240.00)**.
4. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated: _____

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: *[Signature]* 6-8-11
Special Districts Division Manager, acting in the
Capacity of District Manager to the
Moreno Valley Community Services District

CONTRACTOR:

[Signature]
Signature

GREG ROSS
Printed Name

President
Title

F.R. Block Plumbing INC
Company Name

[Signature]
Signature

STACY ROSS
Printed Name

Secretary
Title

(Corporate Seal)

INTERNAL USE ONLY	
ATTEST:	
_____ City Clerk	
APPROVED AS TO LEGAL FORM:	
<u><i>[Signature]</i></u> City Attorney	
_____ Date	
RECOMMENDED FOR APPROVAL:	
_____ Department Head	
_____ Date	

Moreno Valley Community Services District
R.F.P. # BDEMS/10
BACKFLOW TESTING SERVICES

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Special Districts Division Manager or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name: E.R. Block Plumbing, Inc.
Address: 10910 Hole Ave.
City: Riverside
Business Phone: 951-687-4011 Fax: 951-687-0801
Other Contact Number: _____
Social Security Number: _____
Business License Number: 00896
Federal Tax I.D. Number: 95-3138160
Contractors' License Number & Classification: 675567, C-36

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or

—performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

- E. Contractor's Proposal submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and

all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

- G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____

(Risk Manager)

Insurance requirements modified with Risk Manager's approval and

attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

J. Termination.

- a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
- b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

- K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: E.R. Block Plumbing, Inc.
 10910 Hole Ave.
 Riverside, Ca, 92505
 951-687-4011
 [Telephone number]
 951-687-0801
 [Fax number]

With a copy to:

 [Attorney for Contractor, if applicable]

 [Street Address]

 [Post Office Box, if applicable]

 [City, State, Zip Code]

 [Telephone number]
 () _____
 [Fax number]
 () _____

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
 14177 Frederick Street
 P. O. Box 88005
 Moreno Valley, CA 92552-0805
 Attn: Daniel Monto
 Telephone number: (951) 413-3480
 Fax Number: (951) 413-3498

With a copy to:

City Attorney's Office [if applicable]
 14177 Frederick Street
 P. O. Box 88005
 Moreno Valley, CA 92552-0805
 Attn: City Attorney
 Telephone number: (951) 413-3036
 Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

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

Moreno Valley Community Services District

Contractor

By: [Signature]
Special Districts Division Manager

By: Stacy Raw

Title: Vice Pres

Date: 4-14-10

Date: 6-3-10

By: _____

Title: _____

Date: _____

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]

City Attorney

5-13-10

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachments

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT A

1. SCOPE OF WORK

- a. The work to be performed under this Agreement shall include the furnishing of all labor, material, and equipment necessary for the provision of backflow testing services, repairs, and replacements within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Exhibit A.
- b. The Contractor shall have the duty to perform backflow testing, repairs, and replacements in the areas designated hereunder.
- c. All work shall be performed in accordance with usual and customary backflow testing, and repair practices. Contractor shall at all times maintain the District's backflow prevention devices in a condition that satisfies all applicable statutory requirements. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- d. The Contractor shall be responsible for carefully reviewing the site(s) to be serviced under this Agreement. The Contractor shall not be relieved of his or her liability under this Agreement, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

- a. The District will forward Zone D, E and M annual backflow assembly test report forms to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the District will notify the Contractor via FAX or telephone that test report forms have been mailed.
- b. Upon receipt of test report forms via U.S. Mail or upon FAX notification by the District, whichever occurs first, the Contractor shall conduct backflow assembly test(s), including any maintenance, adjustments, repairs, etc. needed to enable the assembly to pass the test. Such maintenance and/or testing shall be completed, and properly completed test reports

submitted to Eastern Municipal Water District on or before the due date set forth in the *Notice of Periodic Testing for Backflow Prevention Assembly*. Tests of Zones D, E and M backflow assemblies shall be conducted exclusive of any other tests Contractor may perform on behalf of the City or District.

c. Contractor shall return properly completed test reports to:

1. The original test report (white) shall be forwarded to Eastern Municipal Water District, Attn: Backflow Dept., P. O. Box 8300, Perris, CA 92572-8300 by the completion date set forth on the test report(s).
2. A legible photocopy of the completed Test Report shall be Administration, P. O. Box 88005, Moreno Valley, CA 92552-0805.

The Contractor shall contact EMWD directly with any requests for test due date extension and/or variance, with a copy provided to the District.

3. FUNCTIONS AND RESPONSIBILITIES

- a. The Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations performance, and/or schedule such future work as may be ordered by the Director.
- b. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 4., paragraph n. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering

service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed a payment deduction, per Exhibit C., Section 2.

- c. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

- d. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

- a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director.
- b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.
- d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

- e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs

The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

e. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

f. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

- | | |
|--------------------------|--|
| 1. City Manager | 5. Special Districts Division Manager |
| 2. Public Works Director | 6. Landscape Districts Program Manager |
| 3. Police Department | 7. Senior Landscape Services Inspector |
| 4. Fire Department | 8. Landscape Services Inspector |
| | 9. Street Maint. Supervisor |

workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

- a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.
- b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.
- c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

- a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

- b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

- c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- d. The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.
- e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

8. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

9. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of \$25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. SUBSTITUTION OF SECURITIES

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

14. CONTRACTOR'S LIABILITY

- a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.
- b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

15. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # BDEMS/10
TECHNICAL PROVISIONS – BACKFLOW TESTING

1. GENERAL

- a. During the entire term of the agreement, Contractor and subcontractors, if any, shall hold a valid Backflow Prevention Device Tester Certification No. with the County of Riverside Department of Health Services Agency.
- b. Contractor will perform annual tests and other periodic tests of the District's Zone D, E, M AND S landscape backflow assemblies as requested and/or required by applicable Federal, State, and local agency laws and regulations.
- c. Contractor will perform such backflow assembly maintenance, repairs, replacements, etc. as may be necessary to comply with applicable Federal, State, and local agency laws and regulations.
- d. All such backflow assembly tests, maintenance, repairs, etc., performed by the Contractor shall be subject to all requirements of Eastern Municipal Water District's Backflow And Cross-Connection Prevention Program (EMWD Ordinance No. 69).
- e. Contractor shall be liable for payment of any correction charges that might be levied by EMWD due to Contractor's non-compliance with EMWD Ordinance No. 69.
- f. Contractor shall provide all labor, materials, equipment, and administrative costs necessary to perform the above-referenced tests, maintenance, repairs, etc.

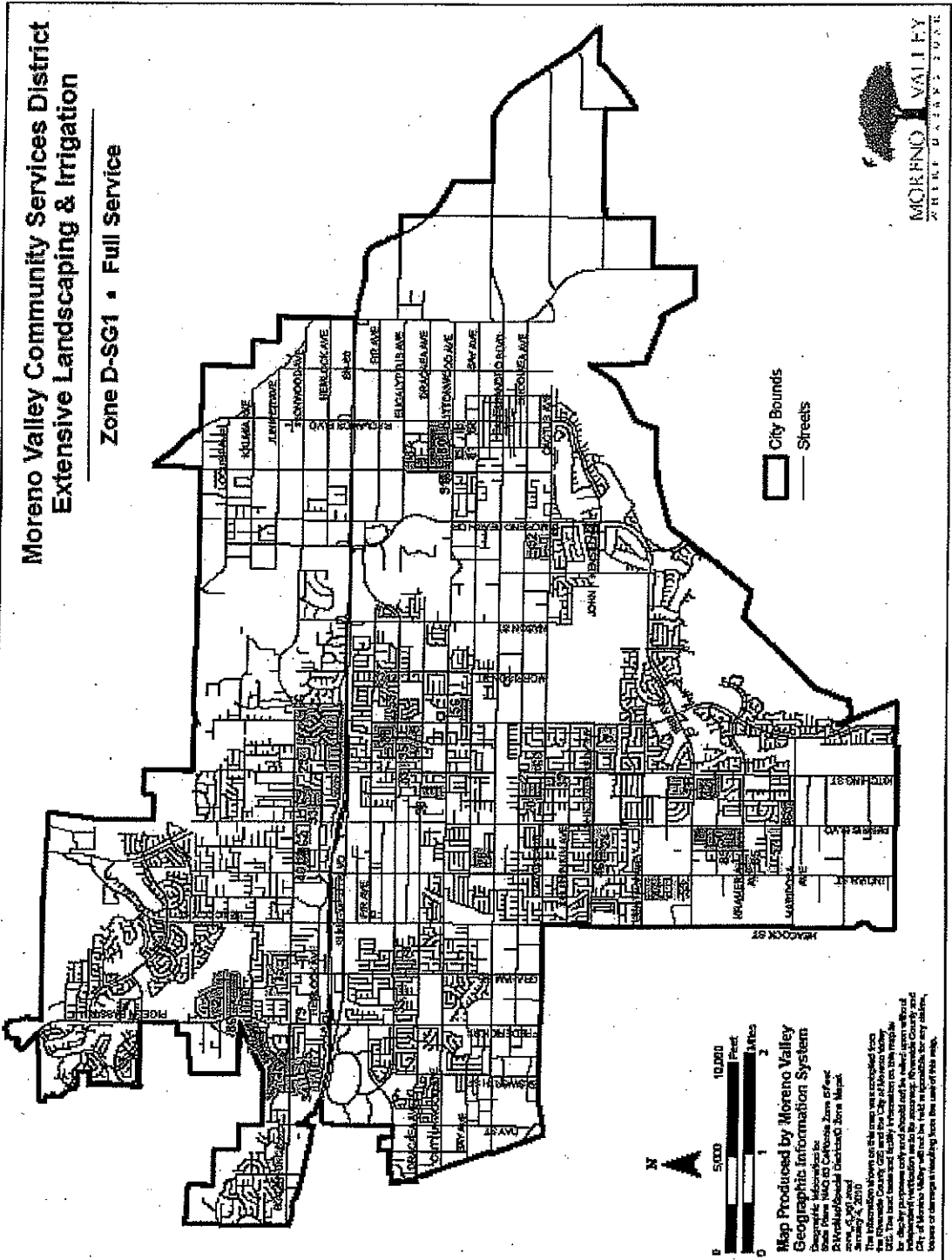
2. SECURITY DEPOSIT

- a. Contractor shall post a five hundred dollar (\$500.00) cash deposit with the District following award of proposal as security against: 1) return of backflow assembly enclosure key(s), and 2) payment of any correction charges that might be levied by the water district due to Contractor's non-compliance with EMWD Ordinance No. 69.
- b. Contractor's cash deposit, or any balance thereof, shall be returned to Contractor upon termination of the agreement.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone D-SG1 • Full Service



**Moreno Valley Community Services District
Extensive Landscaping & Irrigation**

Zone D-SG1 * Full Service

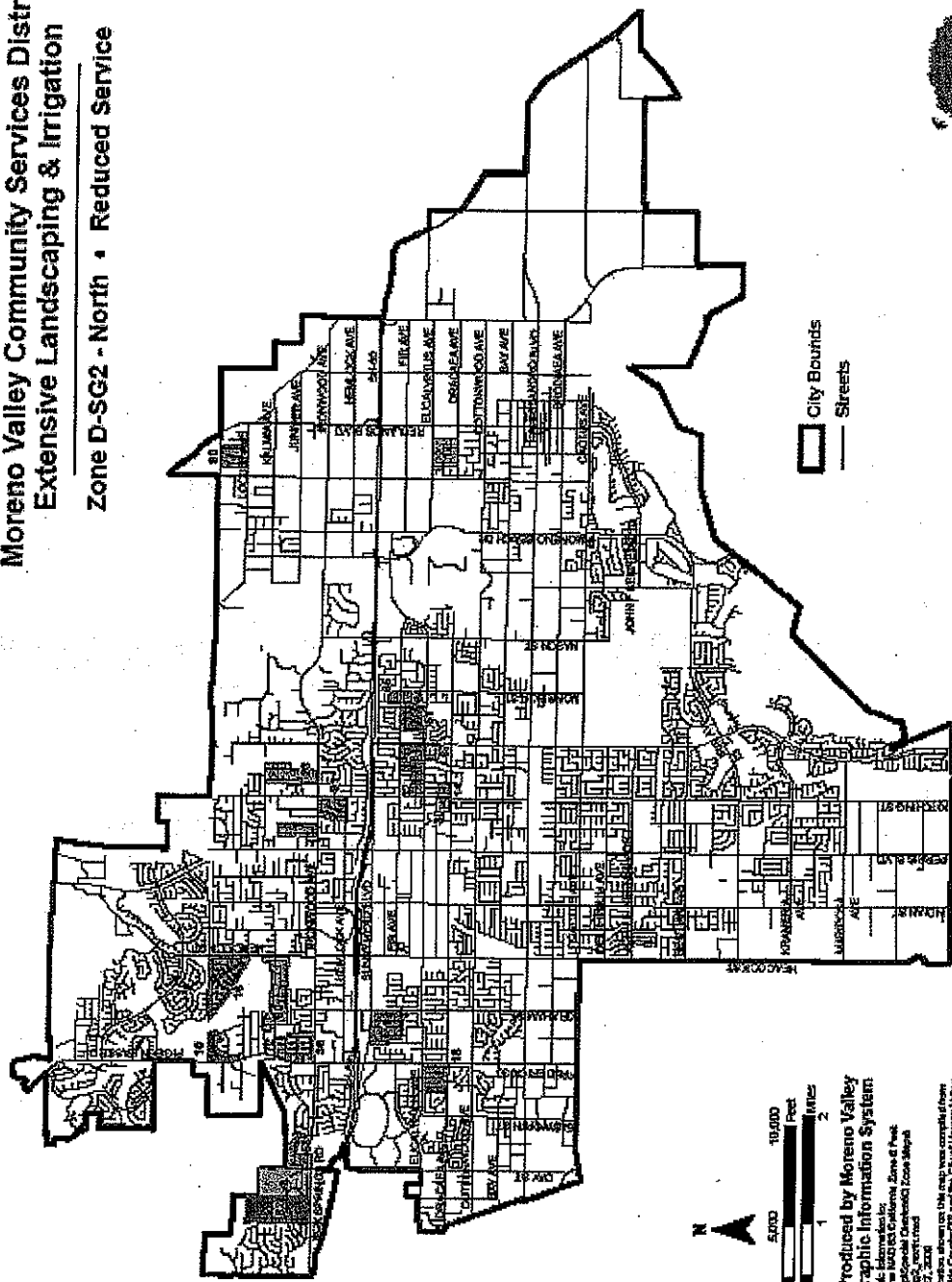
Map ID	Tract Number	Area (Sq. Ft.)
2	TR 12305	722
3	TR 12773	13,806
4	TR 12802	7,344
6	TR 14367	2,712
9	TR 16768	7,500
15	TR 18283	11,388
20	TR 19141	5,836
21	TR 19142	3,850
24	TR 19210	9,270
25	TR 19233	4,980
28	TR 19474	7,240
29	TR 19498	3,600
33	TR 19529	3,330
34	TR 19533	7,400
35	TR 19541	5,325
37	TR 19675	2,590
40	TR 19882	8,805
41	TR 19912	11,750
42	TR 19937	20,890
48	TR 20120	3,750
47	TR 20187	13,660
50	TR 20404	36,138
53	TR 20718	23,004
56	TR 20841	9,600
57	TR 21113	12,200
59	TR 21345	6,600
60	TR 21597	33,230
62	TR 21737	3,920
63	TR 21806	5,875
66	TR 22889	3,204
69	TR 26882	20,983
70	TR 20579	20,782
71	TR 21333	54,500
73	TR 22471	17,844
78	TR 10191/18488	10,671
78	TR 19690	20,281
80	TR 31259-1	43,723
81	TR 31268	7,058
83	TR 31531	18,445
85	TR 30837	18,013
86	TR 31257	28,886
87	TR 31424	8,750
88	TR 32825	17,828
89	TR 22889	16,438
90	TR 32918	11,308
91	TR 31289	7,459
92	TR 31129	12,985
93	TR 32715	12,715

Total Area, Service Area: 553,757

Total Acreage, Service Area: 14.55

Peak Data, January 4, 2009
File: D:\morenovalley\extensive_landscaping

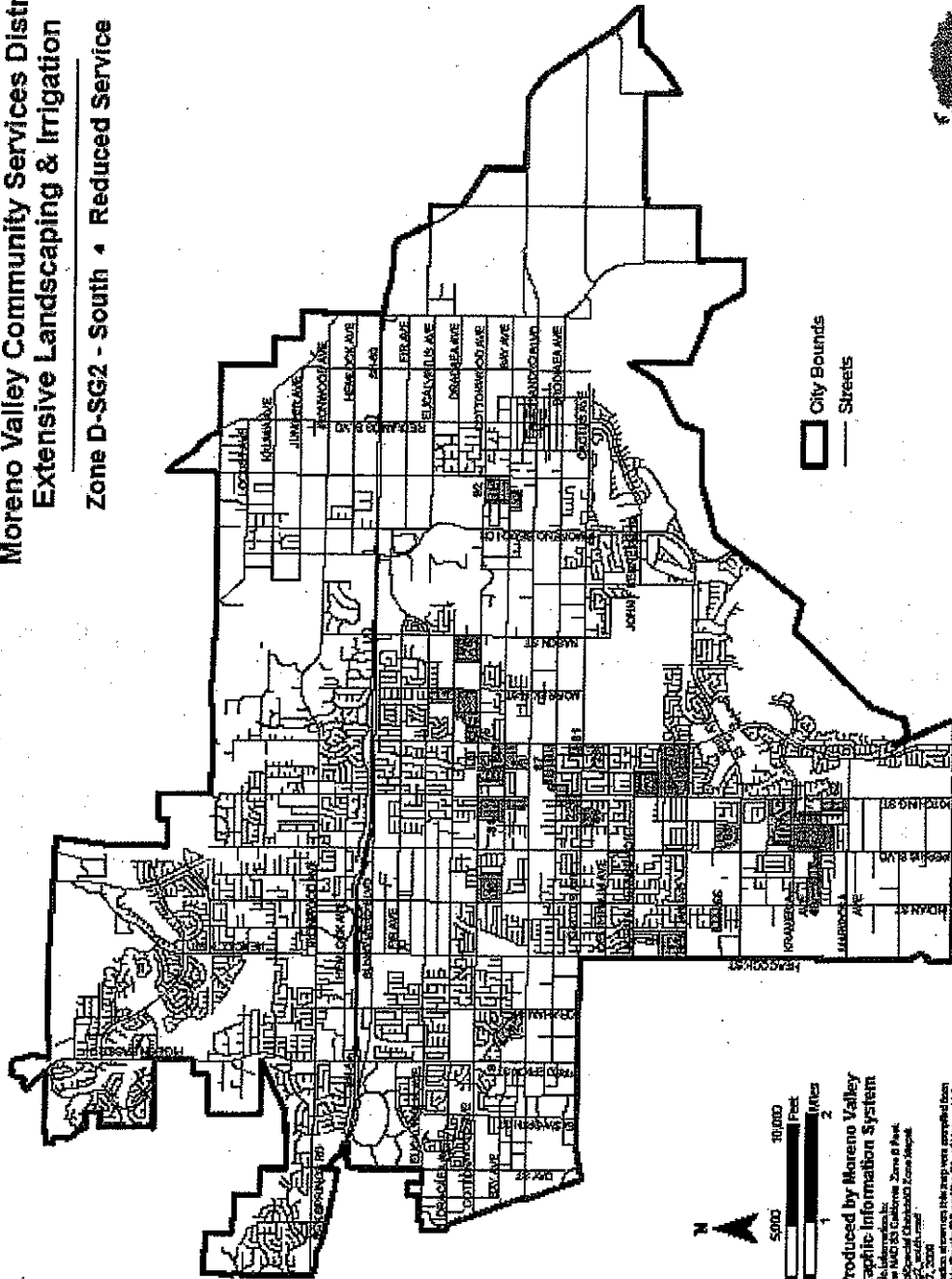
**Moreno Valley Community Services District
 Extensive Landscaping & Irrigation
 Zone D-SC2 - North • Reduced Service**



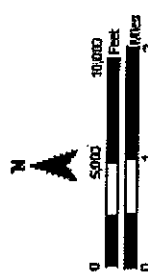
**Map Produced by Moreno Valley
 Geographic Information System**
 Geographic Information System
 City of Moreno Valley
 2000
 10/27/00

The information shown on this map was compiled from
 various sources including the City of Moreno Valley
 GIS. This data was not independently verified. No
 warranty is made for accuracy, reliability, or completeness.
 This information is for informational purposes only and should not be used for any other
 purpose without the express written consent of the City of Moreno Valley.
 Known or discovered errors should be reported to the City of Moreno Valley.

**Moreno Valley Community Services District
 Extensive Landscaping & Irrigation
 Zone D-SG2 - South • Reduced Service**



City Bounds
 Streets



**Map Produced by Moreno Valley
 Geographic Information System**

Geographic Information System
 Data from MDCSD Customer Zone Map
 City of Moreno Valley
 October 27, 2009

The information shown on this map was compiled from
 City of Moreno Valley GIS and the City of Moreno Valley
 GIS. The City of Moreno Valley and the City of Moreno Valley
 are not responsible for any errors or omissions in the
 information shown on this map. The City of Moreno Valley
 City of Moreno Valley will not be held responsible for any errors,
 omissions or damages resulting from use of this map.



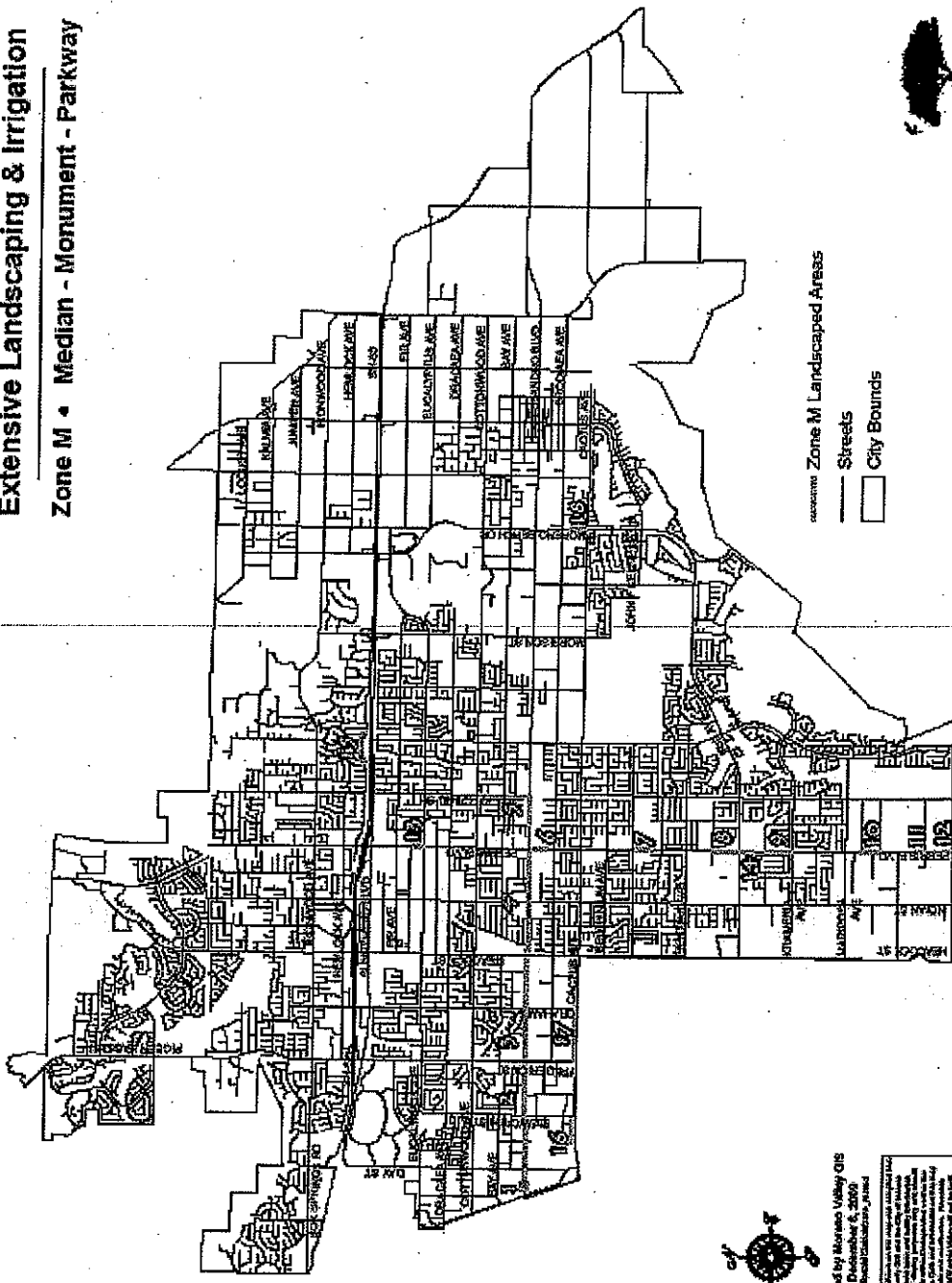
**Moreno Valley Community Services District
Extensive Landscaping & Irrigation**

Zone D-SG2 - South - Reduced Service

MAP ID	Tract Number	Area (Sq. Ft.)
2	TR 15387	9,049
5	TR 17387	4,384
7	TR 19685	62,530
8	TR 19518/18372	12,534
9	TR 19557	6,610
12	TR 20552	19,458
13	TR 20032	14,076
22	TR 19143	4,864
26	TR 19563	13,320
27	TR 19434	13,242
31	TR 19509	18,328
39	TR 19832	28,800
48	TR 20301	7,200
52	TR 20560	11,912
54	TR 20889	38,630
55	TR 20889	2,100
61	TR 21616	23,528
74	TR 20715	51,250
75	TR 27526	16,373
76	TR 30027	45,853
77	TR 29038	6,243
83	TR 15433	24,161
84	TR 13885	6,500
85	TR 16770	5,830
86	TR 17457	3,444
87	TR 17867	13,778
92	TR 31284	28,321
Total Area, Service Area D-SG2 - South:		487,698
Total Acreage, Service Area D-SG2 - South:		11.2

Final Plan, October 27, 2016
for the Moreno Valley Community Services District

**Moreno Valley Community Services District
 Extensive Landscaping & Irrigation
 Zone M • Median - Monument - Parkway**



Legend:
 Zone M Landscaped Areas
 Streets
 City Bounds



Map Created by Moreno Valley GIS
 File Date: December 6, 2007
 File Path: C:\GIS\MapServer\workspace\Zone M Landscaped Areas.aprx

This map is a computer-generated graphic and does not constitute a warranty of any kind. The City of Moreno Valley and its employees are not responsible for any errors or omissions in this map. The City of Moreno Valley and its employees are not responsible for any damages, including consequential damages, arising from the use of this map. The City of Moreno Valley and its employees are not responsible for any claims, including consequential claims, arising from the use of this map. The City of Moreno Valley and its employees are not responsible for any claims, including consequential claims, arising from the use of this map.

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone M • Medians - Monuments - Parkways

Alessandro Boulevard Medians & Monuments

1. Old Hwy 215 Monuments
 - 17,895 square feet (includes 5,477 sq.ft. turf)
 - 8 trees
 - 4 remote control valves - 1 controller
2. Old Hwy 215 to Frederick Street
 - 60,423 square feet (includes 21,325 sq.ft. turf)
 - 76 trees
 - 32 remote control valves - 2 controllers
3. Frederick Street to Pisacock Street
 - 66,445 square feet (includes 34,565 sq.ft. turf)
 - 64 trees
 - 22 remote control valves - 2 controllers
4. Pisacock Street to Perris Boulevard
 - 15,609 square feet
 - 4 trees
 - 4 remote control valves - 2 controllers
5. Fremont Aunaw Dr to Kitching St
 - 17,470 square feet
 - 21 trees
 - 15 valves - 1 controller

Perris Boulevard Medians

6. South of Alessandro Boulevard
 - 471 square feet
 - 1 tree
 - 2 remote control valves - 1 controller
7. South of John F. Kennedy Drive
 - 1,136 square feet
 - 3 trees
 - 3 remote control valves - 1 controller
8. North of 116 Ave
 - 2,206 square feet
 - 7 trees
 - 4 valves - 1 controller
9. North of Kramiera Avenue
 - 3,324 square feet
 - 5 trees
 - 3 valves - 1 controller
10. At San Michele Road
 - 5,235 square feet
 - 10 trees
 - 6 valves - 1 controller
11. Perris Blvd (North of Globe St)
 - 4,110 square feet
 - 0 trees
 - 1 controller
12. Perris Blvd (South of Globe St)
 - 4,950 square feet
 - 12 trees
 - 7 valves - 1 controller
13. Perris Blvd (North of Euclalyptus Ave)
 - 1,760 square feet
 - 1 tree
 - 1 valve - 1 controller
14. Perris Blvd (South of 116 Ave)
 - 5,638 square feet
 - 1 tree
 - 2 remote control valves - 1 controller

Elder Avenue Refention Basin Parkway

15. South Side of Elder Avenue from Greenville Avenue to Brewster Drive
 - 7,473 square feet
 - 1 tree
 - 2 remote control valves - 1 controller

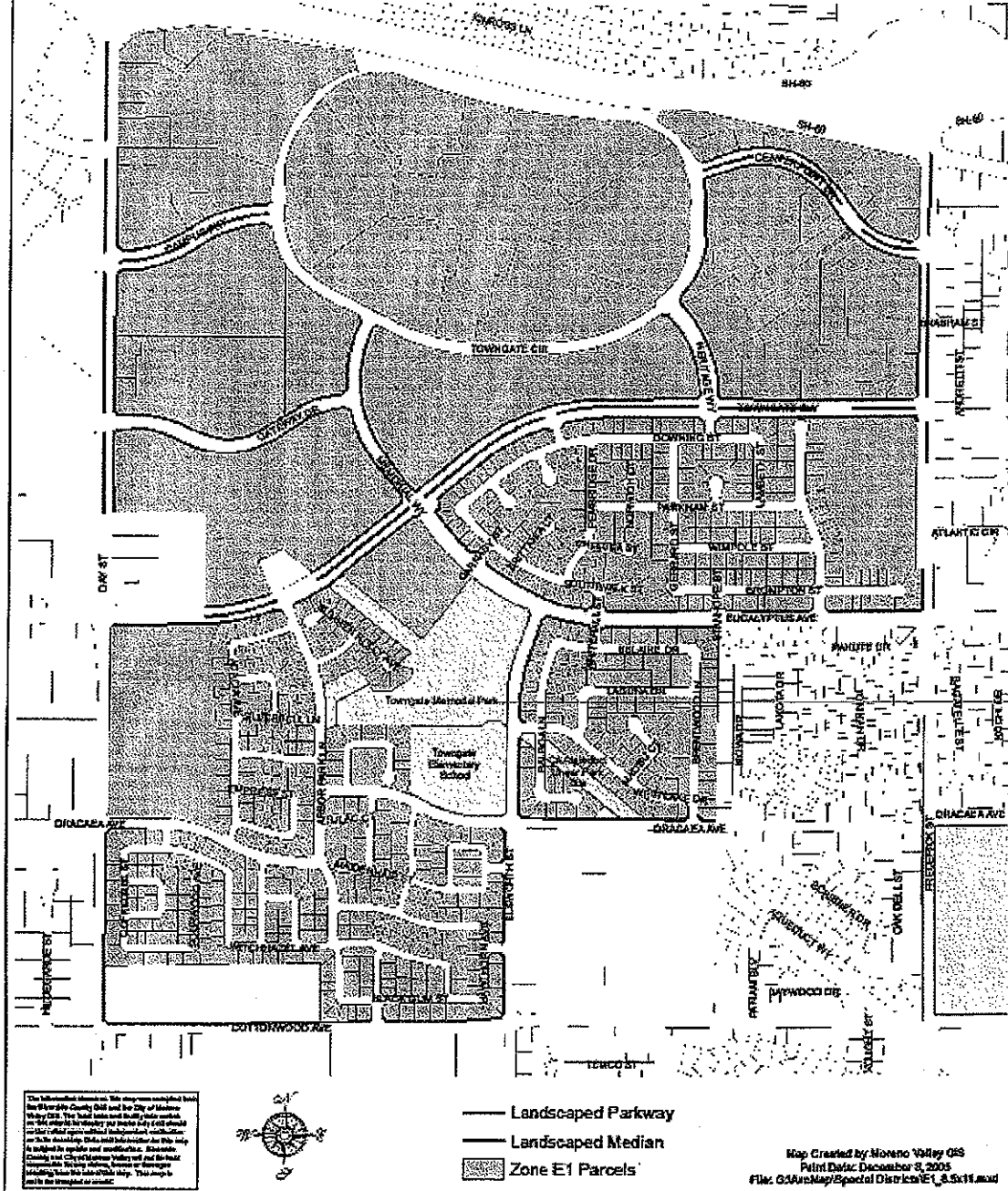
Cactus Avenue Medians

16. Cactus Ave. west of Ellsworth
 - 2,500 square feet
 - 5 trees



Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E1



The information shown on this map was compiled from the Moreno Valley City and the City of Moreno Valley GIS. The land use and zoning data shown on this map is for planning purposes only and should not be used for any other purpose. The City of Moreno Valley and the City of Moreno Valley do not warrant the accuracy or completeness of the information shown on this map. The City of Moreno Valley and the City of Moreno Valley are not responsible for any errors or omissions on this map. This map is to be interpreted as shown.



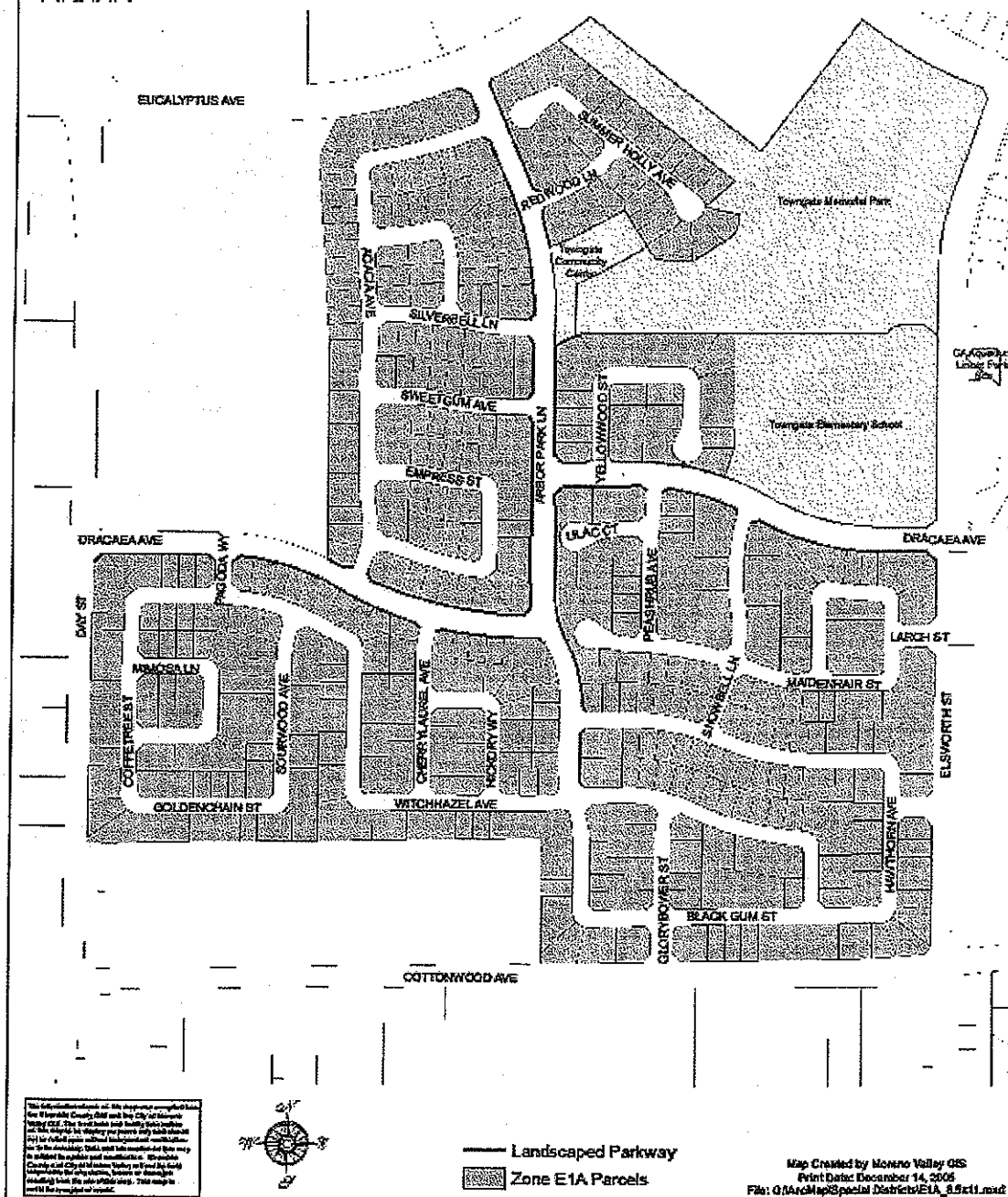
- Landscaped Parkway
- Landscaped Median
- Zone E1 Parcels

Map Created by Moreno Valley GIS
 Print Date: December 9, 2005
 File: G:\Map\Special Districts\E1_3.5x11.mxd



Moreno Valley Community Services District Extensive Landscaping & Irrigation

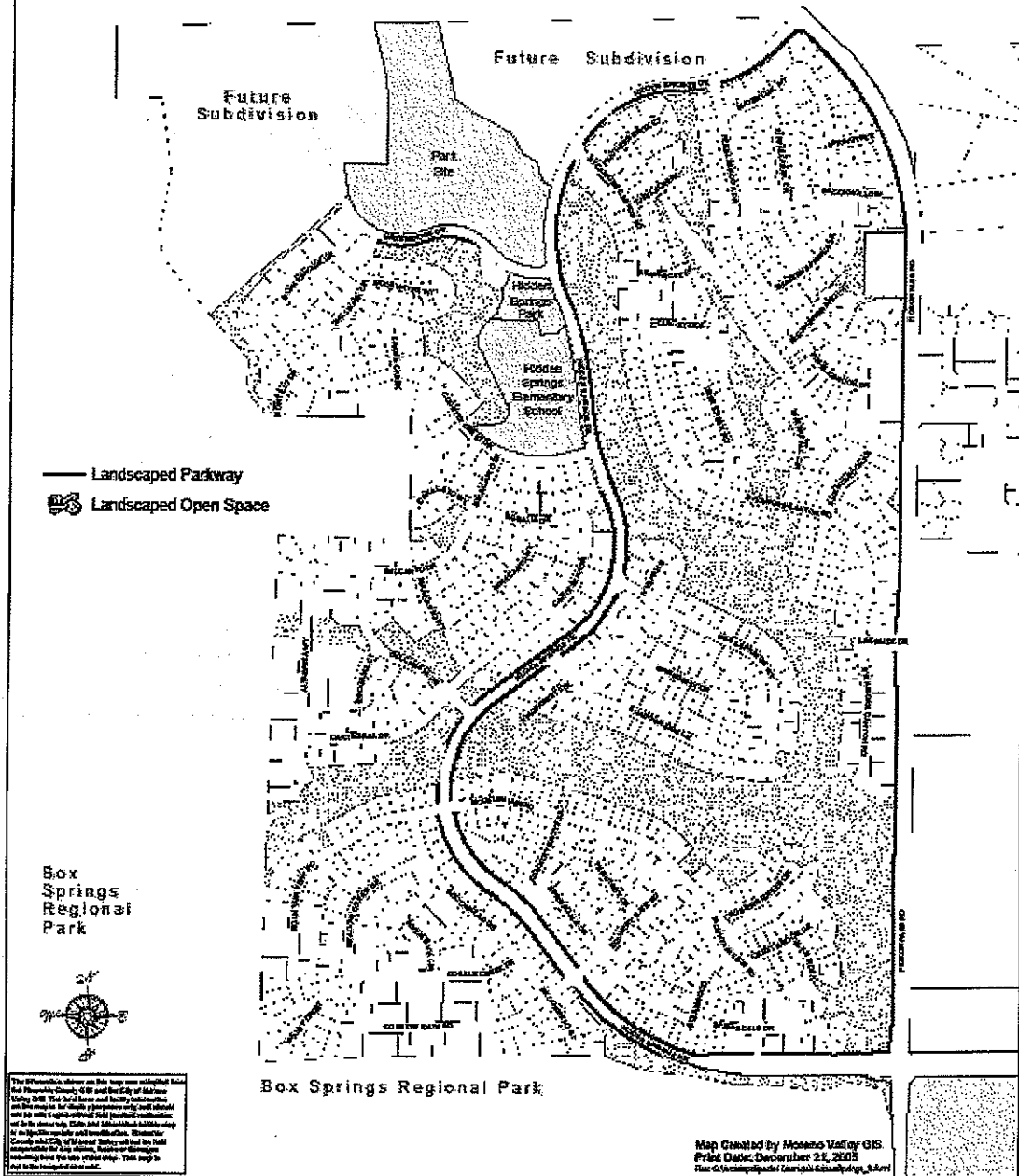
Zone E1A

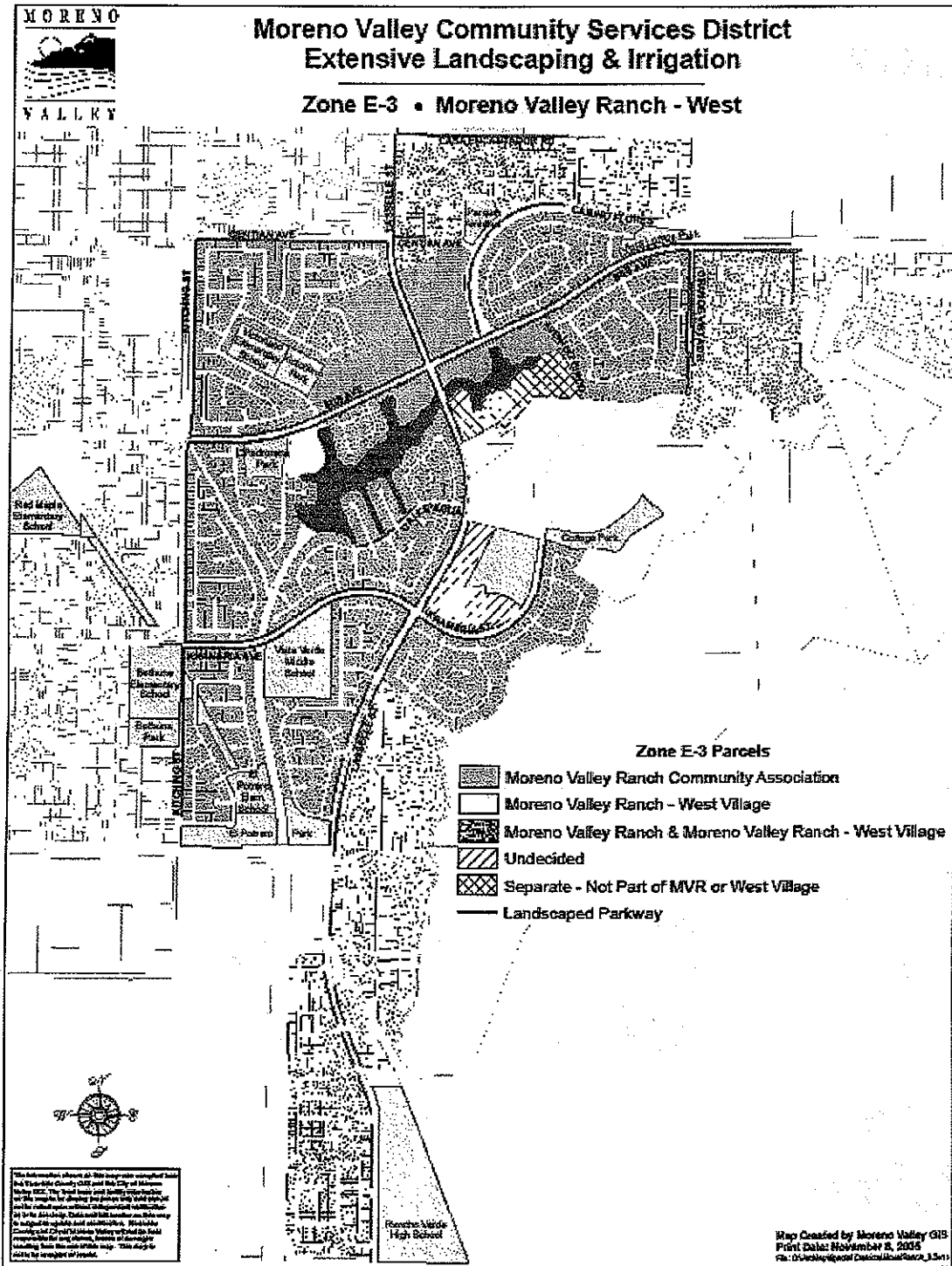


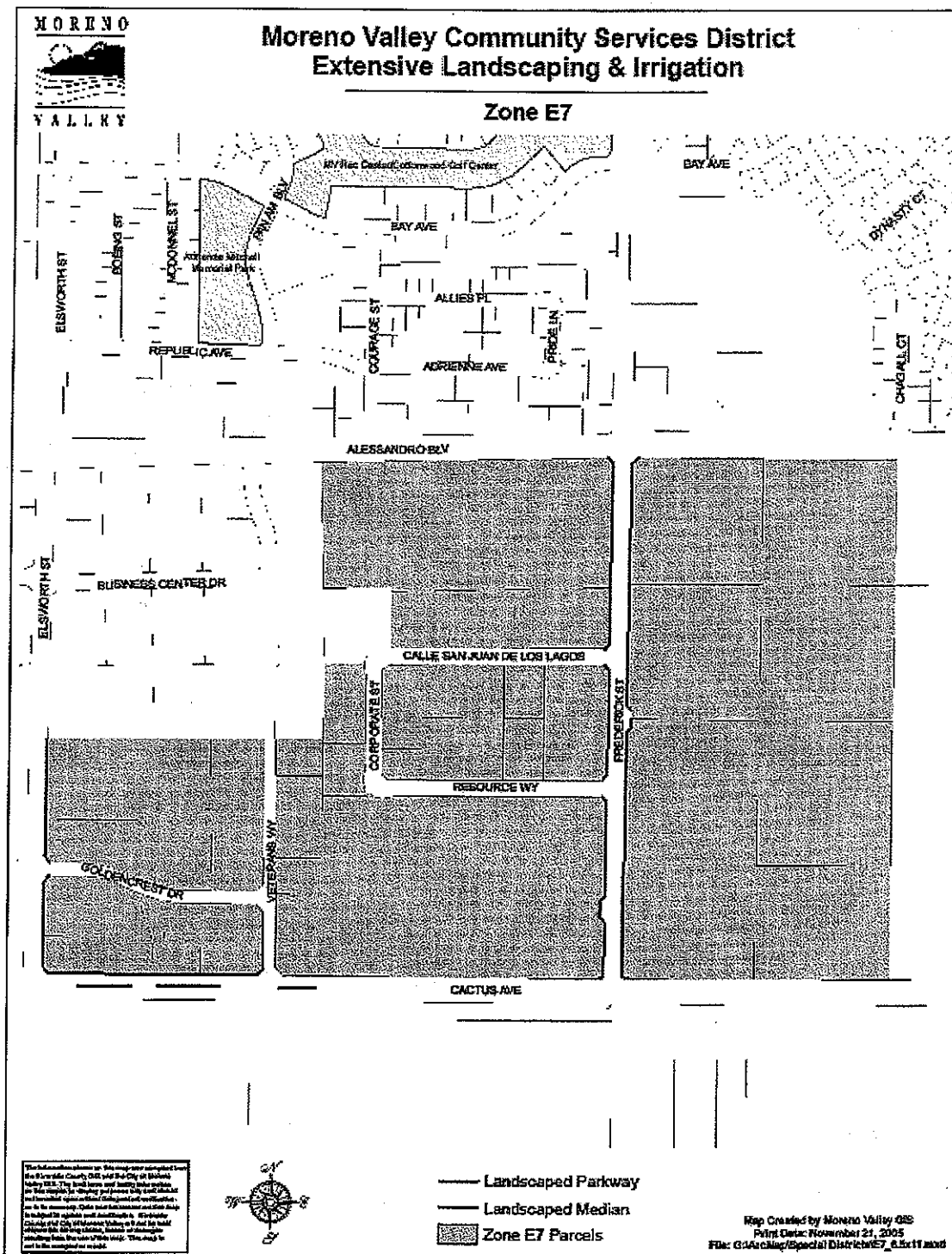


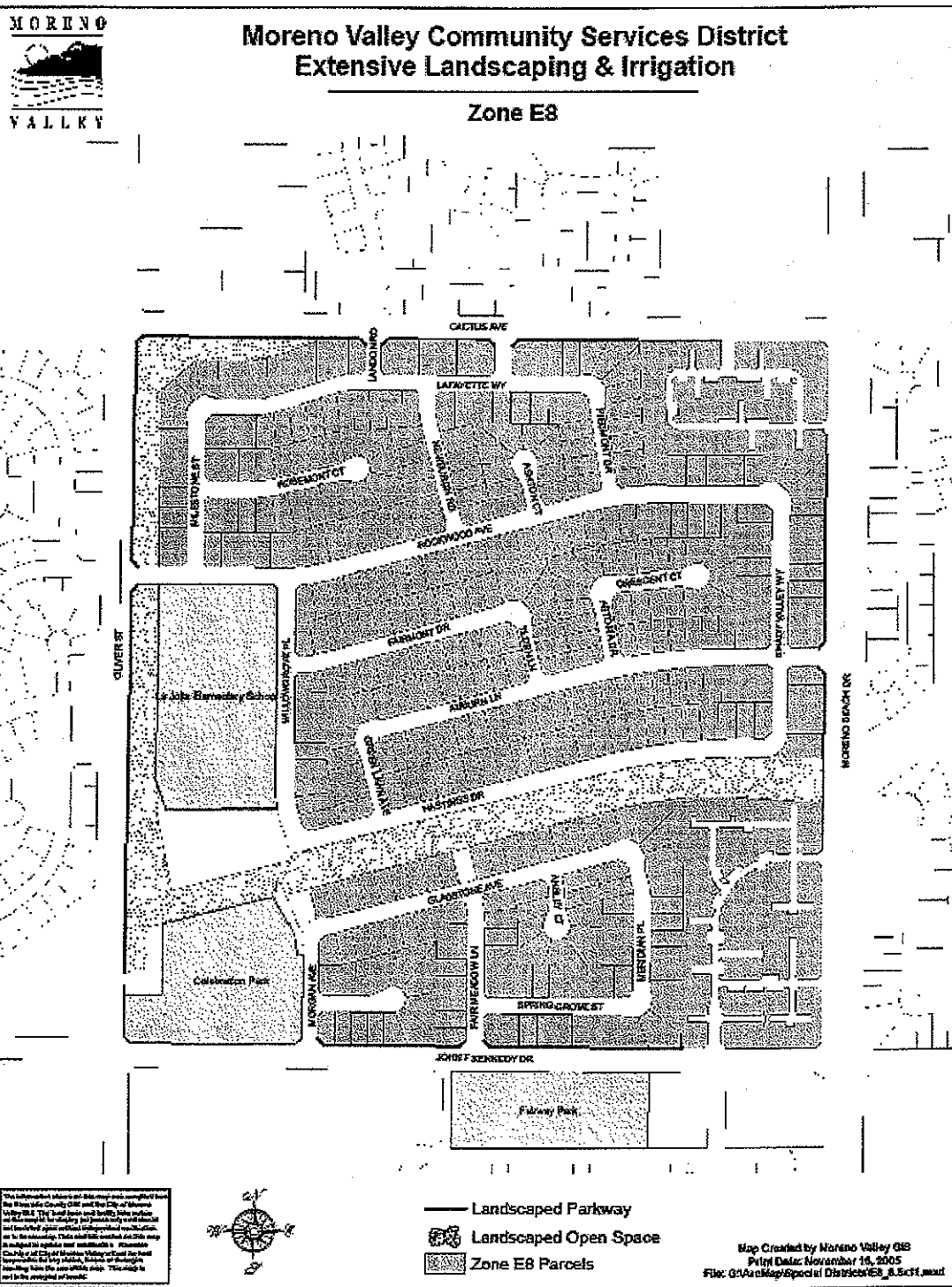
Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-2 • Hidden Springs



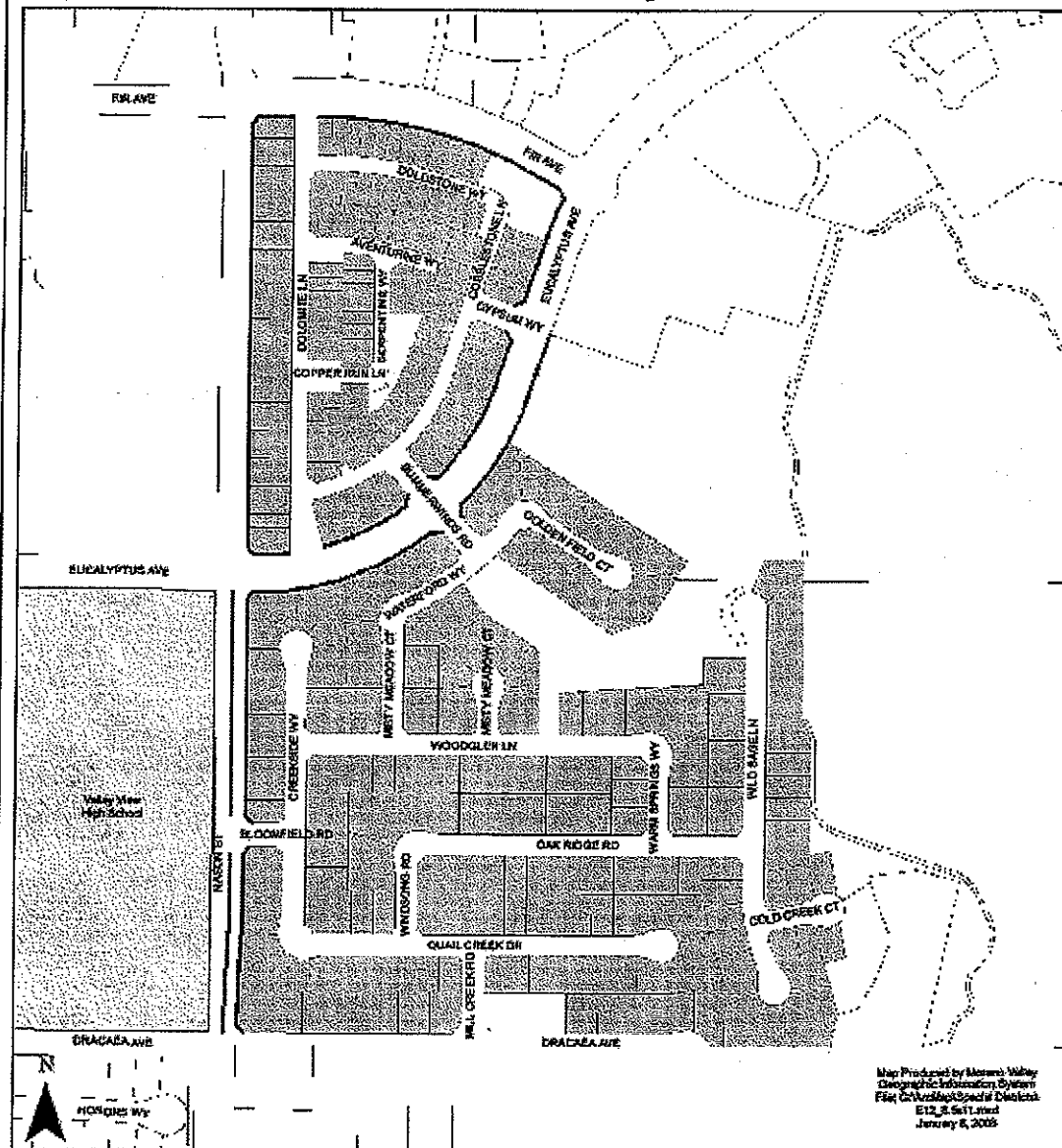






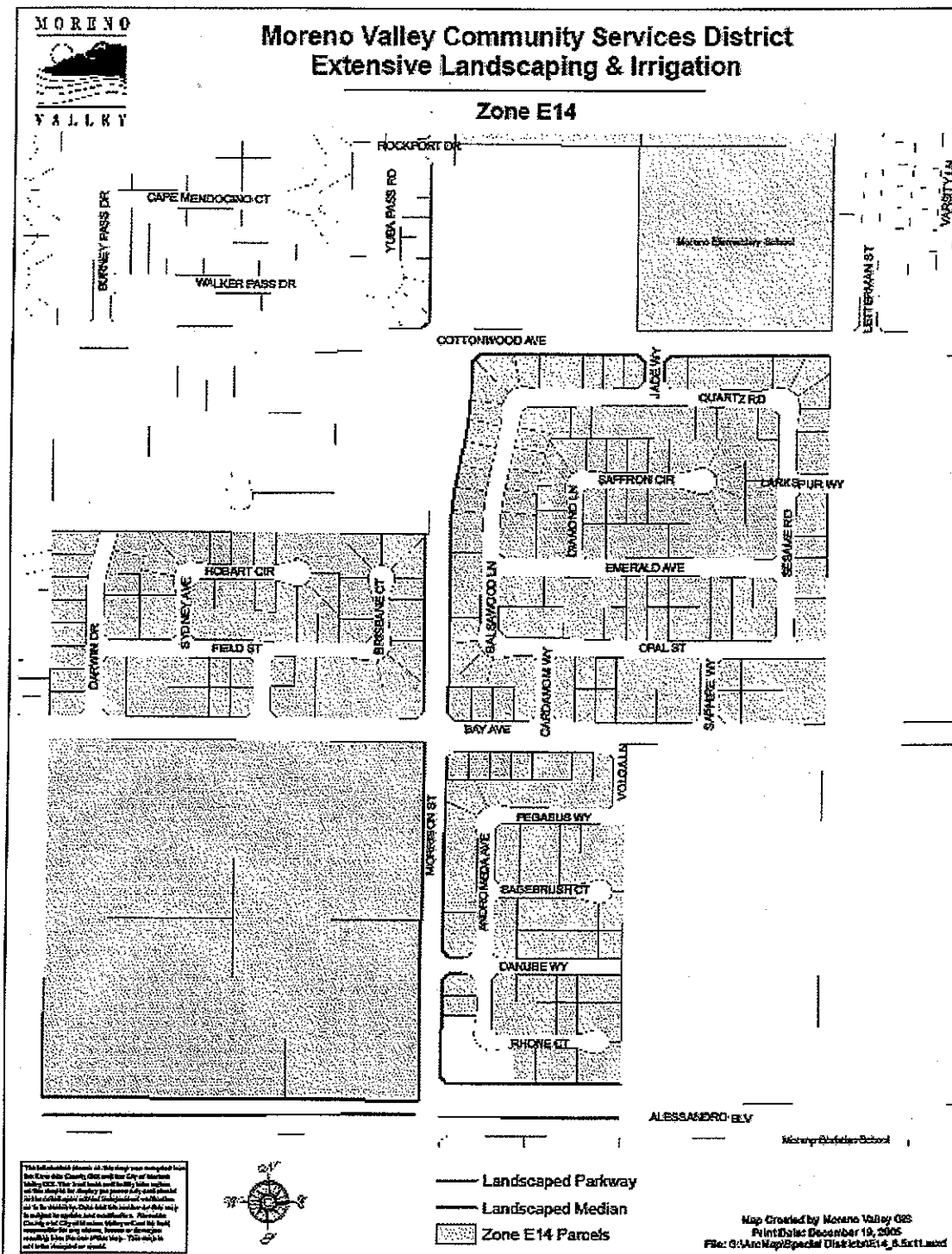
Moreno Valley Community Services District Extensive Landscaping & Irrigation

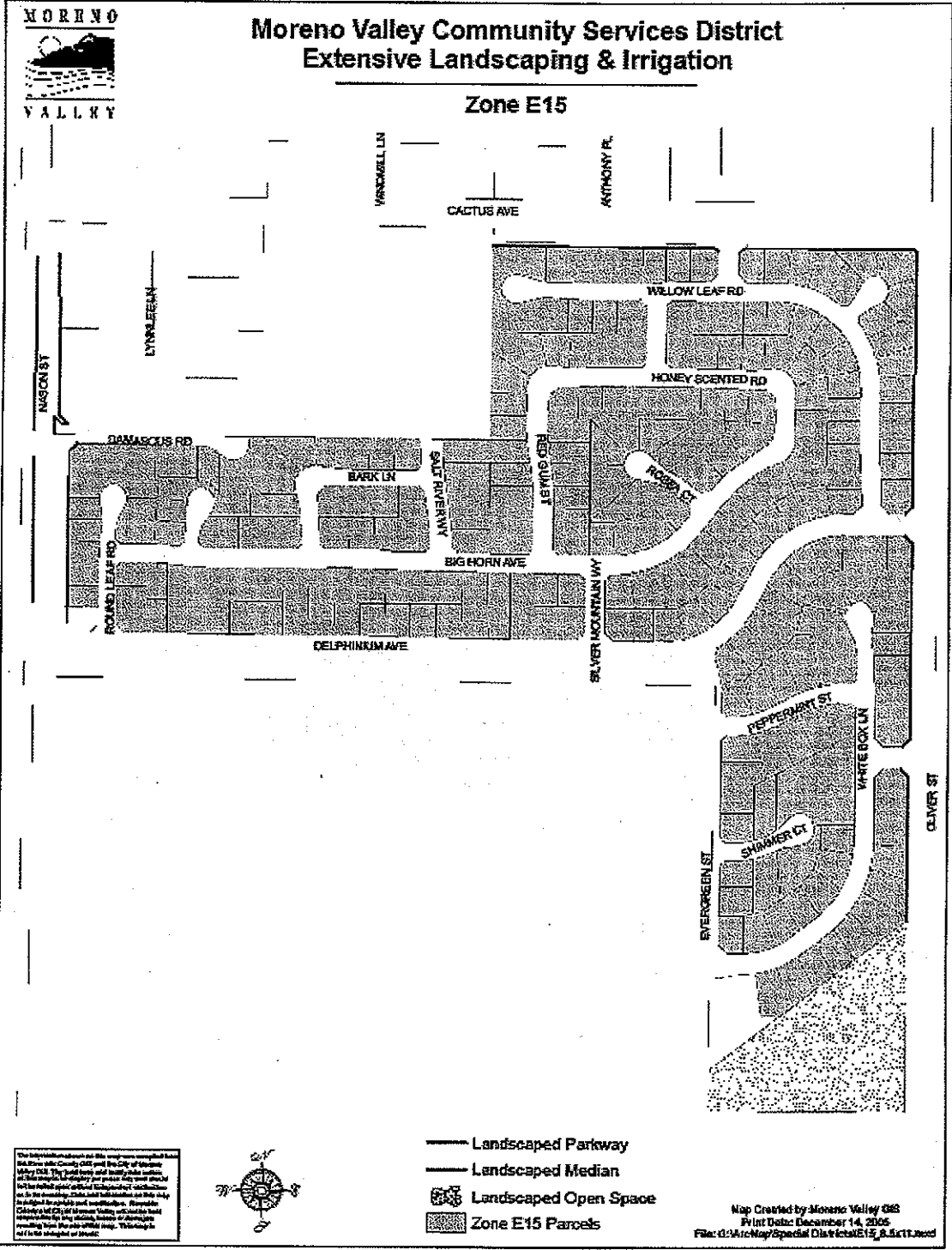
Zone E-12 • Stoneridge Ranch



Map Produced by Moreno Valley
Geographic Information System
File: C:\Work\GIS\Spec\Dist\Ext
E12_8_Settled
January 8, 2008









R.F.P. # BDEMS/10

EXHIBIT B
District Responsibilities1. CONTRACT SUPERVISION

- a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."
- b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. TEST REPORT FORMS

The District will forward Zone D, E, M and S annual backflow assembly test report forms to the Contractor via U.S. Mail immediately upon receipt of same. Should circumstances warrant, the District will notify the Contractor via FAX or telephone that test report forms have been mailed.

3. ACCESS TO BACKFLOW ASSEMBLIES

The District will provide Contractor with key(s) needed for accessing backflow assemblies enclosed in protective cages. Contractor shall return key(s) to the District upon termination of the agreement. Failure to do so will result in charges by the District for replacement of keys and/or any necessary labor required to provide access to the protective cages by the District as set forth in Subsection 2. a. of Exhibit A - Technical Provisions.

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

- a. The Contractor will be paid per test for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director Backflow Test Reports for the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.
- b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract, to wit:
 1. The total amount due for all backflow test devices tested the previous month, at Contractor's **Cost Per Test** price, as set forth in Contractor's Base Proposal submittal, and incorporated herein by this reference, and/or;
 2. The total amount due for all repairs made the previous month to backflow prevention devices, per prices set forth in Contractor's **Unit Price List**, and submitted as part of Contractor's Proposal, and incorporated herein by this reference.

The total contract amount for twelve (12) months shall not exceed FOUR THOUSAND TWO HUNDRED FOURTY dollars and 00/100 (\$4,240.00), except as provided in Section 2.a. below.

- c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.
- d. Contractor shall be compensated on a time and materials basis for any emergency response, as set forth in Subsection 3. c. of Contract Exhibit A., as well as any corrective work authorized by the Director unless said emergency is determined to have been caused by an act or omission attributable to the Contractor; then, all costs associated with said emergency response and corrective work shall be the solely those of the Contractor.
- e. Single repairs over \$100.00 for any assembly are to be considered major

repairs, and will require District approval prior to repair. Single repairs under \$100.00 for any assembly may be performed without prior approval. All worn and/or replaced parts must be returned to the District.

- f. All repair work shall be invoiced separately from testing. Repair parts shall be invoiced at Contractor's cost plus 10%. The District may require Contractor to submit proof of Contractor's cost for repair parts at any time during the contract period.
- g. All invoicing for testing and/or repair work will clearly indicate the tract number and CSD Zone associated with the backflow assembly in question.

2. ADDITIONAL WORK

- a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

- b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;
- b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of \$100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT D
Term of Contract

1. TERM OF CONTRACT

- a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.
- b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.
- c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.
- d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to four (4) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.
- e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. BDEMS/10
R.F.P. # BDEMS/10

EXHIBIT E

PROPOSAL SUBMITTAL DOCUMENTS

Project No. BDEMS/10
R.F.P. # BDEMS/10
EXHIBIT E

SCHEDULE I

ATTACH ADDITIONAL SHEETS AS NECESSARY TO PROVIDE COMPLETE RESPONSES

1. COMPANY NAME: F. R. Block Plumbing

TYPE

- Sole proprietor _____
- Partnership _____
- Corporation X _____

2. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE: 10910 Hole Ave Riverside CA 92505

SATELLITE OFFICE (if applicable): _____

3. CONTRACTOR LICENSE INFORMATION

• LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 675567
C-36

• NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 67

• LICENSE EXPIRATION DATE: 9-2011

• CURRENT LICENSE STATUS: Active

• PRIOR ACTIONS AGAINST THIS LICENSE? IF YES, LIST CITATION TYPE AND HOW RESOLVED: None

4. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3138160

5. NAME AND TITLE OF COMPANY OFFICERS:

<u>Greg Ross</u>	<u>Pres.</u>
<u>Stacy Ross</u>	<u>VP. - Sect.</u>
_____	_____
_____	_____

6. NUMBER OF YEARS COMPANY HAS PROVIDED BACKFLOW TESTING SERVICES: 25

7. NUMBER OF YEARS COMPANY HAS PROVIDED BACKFLOW TESTING SERVICES FOR PUBLIC AGENCIES: 20

8. REFERENCES

• **LIST AT LEAST THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS - CURRENT OR SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS. ATTACH RESPONSES ON ADDITIONAL SHEETS @ ONE (1) FOR EACH REFERENCE**

• REFERENCE INFORMATION FURNISHED MUST INCLUDE:

- NAME AND ADDRESS OF AGENCY;
- NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
- CONTRACT NAME(S) / NUMBER(S);
- ANNUAL CONTRACT AMOUNT(S);
- NUMBER OF BACKFLOWS TESTED PER CONTRACT(S);
- LENGTH OF CONTRACT(S).

PROMPT
PROFESSIONAL
SERVICE

E. R. BLOCK PLUMBING, INC.
10910 HOLE AVENUE – RIVERSIDE, CA 92505
PHONE (951) 687-4011 FAX (951) 687-0801
CALIFORNIA STATE CONT. #675567

CONTRACT REFERENCES

Eastern Municipal Water District
P.O. Box 8300
Perris, CA 92572
(951) 928-3777
Art Olvera
3 year contract
Annual amount varies depending on number of devices tested.

City of Moreno Valley
14177 Fredrick St.
Moreno Valley, CA 92553
(951)413-3480
Margaret Williams
1 year original contract
Annual amount varies depending on number of devices tested.

Housing Authority of San Bernardino County
1738 W. Ninth St.
San Bernardino, CA 92411
(909) 647-7421
Jim Buckmaster
3 year contract
Annual amount varies depending on number of devices tested.

Alvord Unified School District
10365 Keller Ave.
Riverside, CA 92505
(951) 509-5025
Dennis Hadaway
1 year contract
Annual amount varies depending on number of devices tested.

COMMUNICATIONS & TRAFFIC SAFETY

Communications:

Project General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. Also, the Contractor must designate some responsible employee to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Please describe your company's internal communications system, both office and in-field, and how it will enable your firm to provide the communication capability outlined in the project specifications. Also, please describe how your company will provide the specified twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

Traffic Safety:

Project General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2003 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's traffic control practices and training generally, and how your firm intends to conduct work area traffic control operations if selected to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

LIST OF SUBCONTRACTORS

SUBCONTRACTORS:

In compliance with the provisions of the Government Code, Section 4102, the undersigned proffer herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
--	------------------------------------	------------------------

None Used

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 1420, and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Greg Ross

PRINTED NAME Greg Ross

TITLE pres.

COMPANY NAME E.R. Block Plumbing

DATE 3-31-2010

SCHEDULE II

BID SCHEDULE

PROPOSER: E.R. Block Plumbing
(Company Name)

	<u>COST PER TEST</u>	<u>APPROXIMATE # OF BACKFLOWS*</u>	<u>TOTAL COST PER YEAR</u>
D	<u>20.00</u>	120	<u>2,400.00</u>
M	<u>20.00</u>	26	<u>520.00</u>
S	<u>20.00</u>	4	<u>80.00</u>
E-1	<u>20.00</u>	14	<u>280.00</u>
E-1A	<u>20.00</u>	2	<u>40.00</u>
E-2	<u>20.00</u>	24	<u>480.00</u>
E-3	<u>20.00</u>	7	<u>140.00</u>
E-7	<u>20.00</u>	3	<u>60.00</u>
E-8	<u>20.00</u>	1	<u>20.00</u>
E-12	<u>20.00</u>	2	<u>40.00</u>
E-14	<u>20.00</u>	3	<u>60.00</u>
E-15	<u>20.00</u>	1	<u>20.00</u>
E-16	<u>20.00</u>	5	<u>100.00</u>
TOTAL	<u>4240.00</u>	212	<u>4240.00</u>

Total Proposal Amount in figures: 4,240 and 00 /100's Dollars

Total Proposal Amount in words: four thousand two hundred forty and 00 /100's Dollars

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedule I), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and E.R. Block Plumbing, and as a further result, the aforesaid firm may be barred from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind E.R. Block Plumbing to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. - Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURE(S) Greg Ross

PRINTED NAME(S) Greg Ross

TITLE(S) PRES.

COMPANY NAME E.R. Block Plumbing

DATE 3-31-2010

The Contractor shall furnish all labor, equipment, and materials necessary to provide backflow testing services as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

* The District is responsible for maintaining approximately 212 backflow devices located in landscaped parkways throughout the City. Quantities are approximate and may increase or decrease during the fiscal year, but are not a guarantee of any quantity to be serviced as a result of this proposal.

Addendum No(s) 1 has/have been received and is/are made a part of this proposal.

Gregory Ples 3-31-2010
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # BDEMS/10
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

- A. Prices for Emergency Work, Additional Work, and Routine Backflow Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

PROPOSER: E.R. Block Plumbing
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

- A. REPAIR WORK: \$ 75.00 Per Hour
- B. EMERGENCY REPAIRS: \$ 140.00 Per Hour
- C. REPLACEMENT PARTS SUPPLIED AT CONTRACTOR'S COST PLUS 10 %
- D. DISCOUNT TERMS: 2 % Net 10 Days

Advance notice of 1 hours required for service during normal business hours.

Greg Ross Pres.
(AUTHORIZED SIGNATURE AND TITLE)

3-31-2010
(DATE)

R.F.P. # BDEMS/10
EXHIBIT E - cont.

PROPOSER: E.R. Block Plumbing
(Company Name)

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

four thousand two hundred forty dollars and 00/100
(Dollar Amount in Words)

\$ 4,240.00
(Dollar Amount in Figures)

Date: 3-31-2010

Proposer: E.R. Block Plumbing
(Company Name)

By: Grey Ross
(Signature)

Title: President

State License Number and Classification: 675567 C-36

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Grey Ross

(Corporate Seal)

SECRETARY STACY ROSS

R.F.P. # BDEMS/10
EXHIBIT E - cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 424.00, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 3-31-2010

Signature of Proposer E.R. Block Plumbing

By Grey Ross

Address of Proposer 10916 Hole Ave

Riverside CA 92505

Telephone Number of Proposer (951) 687-4011

Names and Addresses of Members of the Firm:

Grey Ross 7280 Ashley St Colton CA 92324

STACY Ross 7280 Ashley St Colton CA 92324

(If a Corporation)

Signature of Proposer E.R. Block Plumbing

By Grey Ross

Title President

Business Address 10916 Hole Ave.

Riverside CA 92505

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____)§

(NAME) Greg Ross, affiant
being first duly sworn, deposes and says:

That he or she is president of
E.R. Block Plumbing (sole owner, partner or other proper title)
the party making the
(Contractor)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name: E.R. Block Plumbing

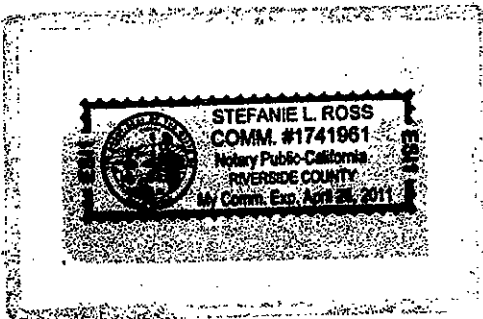
Bidder's Address: 10910 Hole Ave
Riverside CA. 92505

Telephone No.: 951-687-4011

Greg Ross
(Signature of Bidder)

president
(Title)

ALL SIGNATURES MUST BE NOTARIZED



CONFIDENTIAL

The following information was obtained from a review of the files of the Central Intelligence Agency, Office of the Chief of Staff, dated 10/15/53. It is being furnished to you for your information and is being classified as CONFIDENTIAL.

On 10/15/53, the Central Intelligence Agency, Office of the Chief of Staff, advised that the following information was obtained from a review of the files of the Central Intelligence Agency, Office of the Chief of Staff, dated 10/15/53. It is being furnished to you for your information and is being classified as CONFIDENTIAL.

The information is being furnished to you for your information and is being classified as CONFIDENTIAL.

Moreno Valley Community Services District
R.F.P. # E-7/10
Centerpointe

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Financial & Administrative Director (acting in the capacity of Chief Fiscal Officer of the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name: Excel Landscape, Inc.
Address: 710 Rimpau Ave., Ste. 108
City: Corona, Ca Zip:92879
Business Phone: 951-735-9650 Fax: 951-735-0469
Other Contact Number: _____
Social Security Number: _____
Business License Number: 09319
Federal Tax I.D. Number: 33-0617953
Contractors' License Number & Classification: 694553/C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

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subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

- E. Contractor's Proposal submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the

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City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

- G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____
(Risk Manager)

Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

R.F.P. # E-7/10

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

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J. Termination.

- a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
- b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

- K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

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To Contractor: Excel Landscape, Inc.
 710 Rimpau Ave. Ste. 108
 Corona, Ca 92879
 951-735-9650
 [Telephone number]
 951-735-0469
 [Fax number]

With a copy to:

 [Attorney for Contractor, if applicable]

 [Street Address]

 [Post Office Box, if applicable]

 [City, State, Zip Code]

 [Telephone number]
 () _____

 [Fax number]
 () _____

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
 14177 Frederick Street
 P. O. Box 88005
 Moreno Valley, CA 92552-0805
 Attn: Daniel Monto
 Telephone number: (951) 413-3480
 Fax Number: (951) 413-3498

With a copy to: City Attorney's Office [if applicable]
 14177 Frederick Street
 P. O. Box 88005
 Moreno Valley, CA 92552-0805
 Attn: City Attorney
 Telephone number: (951) 413-3036
 Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

R.F.P. # E-7/10

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

Moreno Valley Community Services District

By: [Signature]
Financial & Administrative Director,
acting in the capacity of Chief
Fiscal Officer of the Board of Directors
of the Moreno Valley
Community Services District

Date: 5-12-10

Contractor

By: [Signature]
Title: President
Date: 4/20/10

By: [Signature]
Title: Sec. / Treas
Date: 4/20/10

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

5-5-10
Date

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

5/10/10
Date

Attachments

State of California)
County of Riverside)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

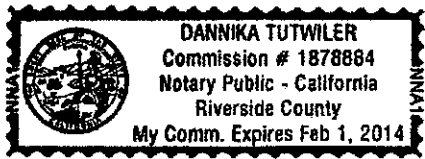
On April 20, 2010 before me, Dannika Tutwiler, notary,
(here insert name and title of the officer)

personally appeared Jose Angel Alfaro and Jose Ana Cuevas Alfaro

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 [Handwritten Signature]



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Independent Contractor Agreement, REP# E-710 containing 7 pages, and dated 4/20/10.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT A

1. SCOPE OF WORK

- a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.
- b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

- a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.
- b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

R.F.P. # E-7/10
EXHIBIT A – cont.

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

- c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:
 1. Fertilization;
 2. Turf Aeration;
 3. Application of pesticides by any method;
 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.
- g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

R.F.P. # E-7/10
EXHIBIT A – cont.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

- a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

R.F.P. # E-7/10
EXHIBIT A – cont.

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

- d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.
- e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
- | | |
|-----------------------------|--|
| 1. City Manager | 5. Special Districts Division Manager |
| 2. Director of Public Works | 6. Landscape Districts Program Manager |
| 3. Police Department | 7. Senior Landscape Services Inspector |
| 4. Fire Department | 8. Landscape Services Inspector |
| | 9. Street Maint. Supervisor |

R.F.P. # E-7/10
EXHIBIT A – cont.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

- a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.
- d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.
- e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

R.F.P. # E-7/10
EXHIBIT A – cont.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

- a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.
- b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.
- c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

- a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

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EXHIBIT A – cont.

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

- b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

- c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

- e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

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EXHIBIT A – cont.

8. USE OF CHEMICALS

- a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).
- b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

R.F.P. # E-7/10
EXHIBIT A – cont.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

- a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

- a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.
- b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- c. The District may withhold from Contractor's progress payments the penal sum of \$25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

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EXHIBIT A – cont.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

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

15. CONTRACTOR'S LIABILITY

- a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.
- b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

R.F.P. # E-7/10
EXHIBIT A – cont.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # E-7/10
EXHIBIT A - cont.

R.F.P. # E-7/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

- a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
- c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
- d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
- e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
- f. Mowing height for cool season grasses shall not exceed three inches (3")
- g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.
- h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
- i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
- j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

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EXHIBIT A – cont.

- k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
- l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.
- m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.
- n. Aeration:
 - 1. All turf areas shall be aerated two (2) times annually;
 - 2. Aeration shall be done in the spring and fall, or as directed by District field staff;
 - 3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - 4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - 5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - 6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.
- o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

- a. All trees are to be maintained in a manner that will promote normal, healthy growth.
- b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

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EXHIBIT A – cont.

- c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
- d. Any tree shall be pruned at any time in order to:
 - 1. Remove dead, diseased, or damaged branches;
 - 2. Remove unwanted encroachments into public and/or utility rights-of-way;
 - 3. Correct any condition which the Director has deemed to be hazardous.
- e. Trees up to eighteen feet (18') in height shall:
 - 1. Be pruned to enable successful adaptation to their particular site situation;
 - 2. Have no more than one-third (1/3) of living branches removed annually;
 - 3. Be fertilized only as directed by District field staff.
- f. Trees over eighteen feet (18') in height shall:
 - 1. Be inspected annually;
 - 2. Pruned and/or trimmed as necessary to maintain proper site orientation;
 - 3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - 4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
- g. Pruning tools shall:
 - 1. Be kept properly sharpened, and in proper working order;
 - 2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

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EXHIBIT A – cont.

- h. The following practices shall not be allowed:
 - 1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 - 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 - 3. Use of pruning paint/pruning compound/wound dressing;
 - 4. Use of climbing spurs or gaffs.
- i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
- j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.
- k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
- l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

- a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
- c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
- d. Any shrub shall be pruned and/or trimmed at any time in order to:
 - 1. Remove dead, diseased, or damaged branches;
 - 2. Remove unwanted encroachments into public and/or utility rights-of-way;

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EXHIBIT A – cont.

3. Correct any condition which the Director has deemed to be hazardous.
- e. Shrubs shall be pruned:
1. To enable successful adaptation to their particular site situation;
 2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
 3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- f. Pruning tools shall:
1. Be kept properly sharpened, and in proper working order;
 2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
- g. The following practices shall not be allowed:
1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 3. Use of pruning paint/pruning compound/wound dressing.
- h. Fertilization: See Technical Provisions - Fertilization, Section 2., paragraphs a. through e., below.
- i. Pest control: See Technical Provisions - Pesticide Use, Section 3., paragraphs a., b., c., and d.
4. GROUND COVER CARE
- a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
 - b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').

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EXHIBIT A – cont.

- c. Ground covers shall be pruned/trimmed at any time in order to:
 - 1. Remove dead, diseased, or damaged branches/crowns;
 - 2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - 3. Correct any condition which the Director has deemed to be hazardous.

- d. Ground covers shall be pruned/trimmed/renovated:
 - 1. To enable successful adaptation to their particular site situation;
 - 2. In accordance with accepted practices for the particular species in question;
 - 3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

- e. Pruning tools shall:
 - 1. Be kept properly sharpened, and in proper working order;
 - 2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

- f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

- g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

- h. Pest control: See Technical Provisions - Pesticide Use, Section 3., paragraphs a., b., c., and d.

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EXHIBIT A – cont.

5. WEED CONTROL

- a. All weeds shall be continuously controlled at all sites.
- b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
- c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.
- d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
- e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.
- f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

- a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
- b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

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EXHIBIT A – cont.

- c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.
- d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
- e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
- f. Automatic irrigation systems shall:
 - 1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;
 - 2. Be turned off during periods of rainfall, or as directed by District field staff;
 - 3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
- g. Manually operated irrigation systems shall:
 - 1. Be operated only when Contractor's personnel are present on site;
 - 2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;
 - 3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

R.F.P. # E-7/10
EXHIBIT A – cont.

- i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

- a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
- b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.
- c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.
- e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.
- f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
- g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-7/10
EXHIBIT A – cont.

8. GREENWASTE RECYCLING

- a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
- b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.
- c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
- d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
- e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-7/10
EXHIBIT A – cont.

R.F.P. # E-7/10

TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

- a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft.	
			Lbs. of Actual N	Amt. of Fertilizer
JAN	-	-	-	-
FEB	-	-	-	-
MAR	-	-	-	-
APR	Aeration†	Humus Base‡	0.5	Per product analysis
MAY	-	-	-	-
JUNE	-	-	-	-
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	Aeration†	Humus Base‡	0.5	Per product analysis
NOV	-	-	-	-
DEC	-	-	-	-

These fertilizers to contain micronutrients including iron. See following section on fertilizers

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

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EXHIBIT A – cont.

- b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- c. Humus base fertilizers to be applied by drop spreader only.
- d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
- e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
- f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.
- g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

- a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

R.F.P. # E-7/10
EXHIBIT A – cont.

- b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
- c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.
- d. Written notification is required to Director five (5) days prior to fertilizer application.
- e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

- a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
- a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - 1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - 2. Absolutely no injecting or drilling into tree trunk will be allowed.
 - 3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - 4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
- c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.
- d. Written notification is required to Director five (5) days prior to fertilizer application.
- e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

R.F.P. # E-7/10
EXHIBIT A – cont.

R.F.P. # E-7/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

- a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.
- b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.
- c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
- d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

R.F.P. # E-7/10
EXHIBIT A – cont.

2. REPORTING SPECIFICATIONS

- a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
- b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.
- b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.
2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-7/10
EXHIBIT A – cont.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:
Agapanthus africanus;
Aptenia sp.;
Gazania sp.;
Hemerocallis sp.
2. Snails shall be controlled on an as needed basis on all other plant material.
3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

R.F.P. # E-7/10
EXHIBIT A - cont.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.
2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.
3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.
2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAPS ON FOLLOWING PAGE

R.F.P. # E-7/10

EXHIBIT B
District Responsibilities1. CONTRACT SUPERVISION

- a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."
- b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.
- b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

- a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.
- b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN dollars and 17/100 (\$2,777.17) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed THIRTY THREE THOUSAND THREE HUNDRED TWENTY-SIX dollars and 04/100 (\$33,326.04), except as provided for in Section 2., paragraph c. below.
- c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

- a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined

R.F.P. # E-7/10
EXHIBIT C – cont.

by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

- b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.
- c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.
- d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.
- e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of \$4,000.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is

R.F.P. # E-7/10
EXHIBIT C – cont.

incomplete;

- b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of \$100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

- a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.
- b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.
- c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

- d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.
- e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. E-7/10
R.F.P. # E-7/10

EXHIBIT E
PROPOSAL SUBMITTAL DOCUMENTS

SCHEDULE 1

COMPANY INFORMATION

Excel Landscape Introduction:

Excel Landscape has been a full service landscape company for over 30 years and possesses a C-27 Contractors License. We are a medium sized firm, specializing in municipal maintenance. We handle a large variety of projects ranging from parkways, medians, slopes, to sports facilities. Our employees are well trained in the safety aspects of high visibility and high traffic areas. A firm large enough to insure stability yet one in which the owner is still involved in the day-to-day operations. A company committed to providing a good value to its customers, which favors long relationships over quick profits.

In-house staff perform most operations. We have a licensed pest control advisor; we are licensed pest control operators, with certified water auditors and six certified in recycled water. We are experienced in all phases of landscape from basic installations to complex Central Irrigation Systems. We have installed and monitored Maxicom, Calsense, and Motorola Osmac Control Systems with several local municipalities. We have recently assisted in the development of a new Et based controller now on the market.

Excel Landscape considers safety a number one priority and holds weekly safety meetings. We meet all existing state and federal labor laws, and comply with OSHA requirements.

We take pride in our loyal staff and strive to provide a work environment that encourages long-term employment. We realize that a service organization is only as good as its people and we try to provide opportunities for the improvement and advancement of our employees. This is reflected by the low turn over of our staff in an industry where just the opposite is the norm. This is an advantage to our customers on projects that have permanent crews, as they become familiar with specific project requirements.

At **Excel Landscape** we have installed various systems to identify the requirements for any given project, and then insure that they are carried out as required. At **Excel Landscape** we are committed to this process.

This project would be assigned permanent crews which allow personnel to become familiar with the work and thus, more efficient. Inspections are carried out on a weekly basis by the Foreman and monthly by the project manager. This insures compliance by our crews to the work standards. Job walks will be scheduled with a City representative at your convenience to discuss work progress and upcoming tasks.

Office staff is available Monday through Friday from 7:00 a.m. to 5:00 p.m. The same phone is answered 24 hours a day to handle emergency situations. Office staff maintains

R.F.P. #E-7/10
EXHIBIT E – cont.

two-way radio contact with all Foreman, irrigators and crew leaders to provide quick and efficient communications.

Finally, we believe that the best assurance for quality control is the commitment of the management. We at **Excel Landscape** take pride in our work and track record. We believe this is best represented by references from our customers.

1. EXCEL LANDSCAPE

- A CALIFORNIA CORPORATION

2. MAIN OFFICE:

710 RIMPAU AVE. STE. 108
CORONA, CA 92879

SATELLITE OFFICE:

4181 ALAMO ST.
RIVERSIDE, CA 92501

3. LICENSE:

- C 27 694553
- SINCE 1994
- EXPIRES 08/31/2010
- STATUS – ACTIVE
- NO PRIOR ACTIONS

4. FEDERAL IDENTIFICATION: 33-0617953

5. COMPANY OFFICERS:

- JOSE ALFARO, PRESIDENT
- JOSIE ALFARO, SEC/TRES

6. 34 YEARS OF LANDSCAPE MAINTENANCE SERVICE

7. 34 YEARS OF LANDSCAPE MAINTENANCE SERVICE FOR PUBLIC AGENCIES

8. CURRENT LANDSCAPE MAINTENANCE OPERATIONS:

- 66 LANDSCAPE MAINTENANCE CONTRACTS
- 43% WITH PUBLIC AGENCIES
- \$9,566,221.00 ANNUAL SALES IN MAINTENANCE CONTRACTS
- 91% OF SALES WITH PUBLIC AGENCIES

PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

FACILITIES:

RIVERSIDE SERVICE YARD
4181 ALAMO
RIVERSIDE, CA 92503

EQUIPMENT:

CREW TRUCK & TRAILER (S)
36" WALKBEHIND MOWER (S)
21" WALKBEHIND MOWER (S)
EDGER (S)
(2) WEED EATERS (S)
(2) HEDGE TRIMMERS (S)
(2) BLOWERS (S)
SET MISC. HAND TOOLS (S)
BACKPACK SPRAYER (S)
CHEMICAL SAFETY BOX (S)
TRAFFIC SAFETY EQUIPMENT (S)

FOREMAN/IRRIGATION TRUCK (S)
FULLY STOCKED SERVICE BODY (S)
ELECTRONIC TROUBLESHOOTING EQUIPMENT (S)
REMOTE CONTROL (S)
BELLY GRINDER FERTILIZER SPREADER (S)

STAFF:

GENERAL LANDSCAPE MAINTENANCE
PROJECT MANAGER (S)
• 7 YEARS EXPERIENCE
• WATER AUDITIR
• CERTIFIED APPLICATOR
SUPERVISOR (S)
• 21 YEARS EXPERIENCE
MAINTENANCE CREW LEADMAN (S)
• 11 YEARS EXPERIENCE
MAINTENANCE CREW LABOR (S)
TREE TRIMMING (S)
• CERTIFIED ARBORIST
IRRIGATION MAINTENANCE (S)
• 8 YEARS EXPERIENCE
PESTICIDE APPLICATIONS (S)
• CERTIFIED PESTICIDE ADVISOR
• CERTIFIED PESTICIDE APPLICATOR

- MAINTENANCE EMPLOYEES
 - 6 SUPERVISORS AVERAGE WAGE OF \$4096.00 PER MONTH
 - 15 TECHNICIANS AVERAGE WAGE OF \$3029.00 PER MONTH
 - 9 FOREMEN AVERAGE WAGE OF \$3520.00 PER MONTH
 - 177 LABORES AVERAGE WAGE OF \$10.56 PER HOUR
- MAINTENANCE VEHICLES AND EQUIPMENT
 - 15 SUPERVISOR/FOREMEN TRUCKS
 - 15 TECHNICIAN/IRRIGATION TRUCKS
 - 82 CREW TRUCKS
 - 55 CREW TRAILERS
 - 56 RIDING MOWERS
 - 37 WALK BEHIND MOWERS
 - 195 BACK PACK BLOWERS
 - 53 CHAIN SAWS
 - 37 EDGERS
 - 257 HEDGE TRIMMERS
 - 70 21" MOWERS
 - 12 POWER RAKES
 - 39 REMOT CONTROLS
 - 11 POWER SPRAYERS
 - 3 VACUUMS
 - 294 WEED EATERS

9. REFERENCES

CITY OF MURRIETA
40600 CAL OAKS RD.
MURRIETA, CA. 92562

Mr. Bob Kast (951) 600-5836

LANDSCAPE MAINTENANCE SERVICES

\$1,600,000.00 PER YEAR, 600 ACRES

09/01/94 - PRESENT

CITY OF TEMECULA
P.O. BOX 9533
Temecula, CA 92590

Mr. Kevin Harrington (951) 694-6480

GENERAL LANDSCAPE MAINTENANCE SERVICES

\$1,325,000.00 PER YEAR, 180 ACRES

7/1/93 - PRESENT

CITY OF CHINO HILLS
14575 Pipeline Ave.
Chino CA, 91709

Mr. Sean O'Conner (909) 364-2802

GENERAL LANDSCAPE MAINTENANCE SERVICES

\$876,756.00 PER YEAR, 200 ACRES

7/1/90 - PRESENT

**PROPOSED PROJECT WORK SCHEDULES
 E-7 MONTHLY SCHEDULE SHEET**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1				
(4) Man crew March-September (3) Man crew October-February (1) Man irrigation tech (4)hours				
PICK UP LITTER MOW & EDGE TURF TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECK IRRIG APPLY CHEMICALS FILE NOI COMPLETE USE REPORTS JOB INSPECTIONS				
WEEK #2				
SAME AS ABOVE				
WEEK #3				
SAME AS ABOVE				
WEEK #4				
SAME AS ABOVE COMPLETE GREEN WASTE REPORT COMPLETE MONTHLY SCHEDULES				

**PROPOSED PROJECT WORK SCHEDULES
 E-7 ANNUAL SCHEDULE SHEET**

SEPTEMBER	OCTOBER	NOVEMBER
APPLY 23-5-10 TO G.C. APPLY PRE-EMERGENT TO G.C. INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	AERATE TURF AND APPLY HUMUS FERTILIZER INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	TRIM TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR
DECEMBER	JANUARY	FEBRUARY
ANNUAL INSPECTION ANNUAL INSPECTION OF TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR
MARCH	APRIL	MAY
APPLY PRE-EMERGENT TO G.C. INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR INSPECT/APPLY SNAIL BAIT	AERATE TURF AND APPLY HUMUS FERTILIZER APPLY 23-5-10 TO G.C. APPLY WEED CONTROL TO TURF INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR NPDES TRAINING	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR FERTILIZE TREES
JUNE	JULY	AUGUST
INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR

R.F.P. #E-7/10
EXHIBIT E - cont.

PROPOSED ANNUAL MATERIAL SCHEDULE

-List fertilizers to be furnished to execute work tasks specified in the Terms & Conditions, General Provisions, and Special Provisions. Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost For each type (include applicable sales tax, overhead, and markup). Use additional sheets as necessary to provide a full and Comprehensive response.

FERTILIZER:	ESTIMATED AMOUNT	ESTIMATED COST
TURF:		
GROW GANIC	52 Bags	\$ 1163.50
SHRUBS:		
23-5-10	30 bags	\$ 1007.25
 PESTICIDES:		
SHRUBS:		
PRE-EMERGENT	6 bags	\$ 693.75
SNAIL BAIT	2 bags	\$ 275.30
MANAGE	TRACE	\$ 32.50
ROUND UP	4 gallons	\$ 240.00
FUSILADE	2 quarts	\$ 170.32
GOPHER BAIT	TRACE	\$ 23.75
ATRIMEC	2 gallon	\$ 710.46
 GRAND TOTAL:		 \$ 4,316.83

R.F.P. # E-7/10
EXHIBIT E - cont.

COMMUNICATION, TRAFFIC SAFETY & GREENWASTE

COMMUNICATION:

Excel Landscape has a 24-hour answering service with a toll free number. All Project Managers, supervisors, foreman, Irrigation technicians and crew leaders carry Nextel radios / cell phones. All of these individuals can be reached directly during business hours. An after hours on call person can be reached via the answering service, to respond with in 2 hours.

TRAFFIC SAFETY:

All personnel wear orange shirts. They are trained weekly on all phases of safety. Each employee is issued a safety vest to be worn if orange shirts are covered. Each truck carries advanced warning signs and cones that are used each time the truck stops to work. Excel Landscape trains to and follows the "Manual of Uniform Traffic Control Devices, 2003".

GREENWASTE:

Each truck goes to a green waste facility at the end of the day. The truck is weighed and charged by truck. That amount is charged to a specific job. A monthly report is generated by job and submitted with the invoice. There is no additional cost to the city. The facility is Agua Mansa MRF at 1830 Agua Mansa Rd. in Riverside CA 92509.

No Subcontractors will be used on this job.

R.F.P. # E-1/09
EXHIBIT E – cont.

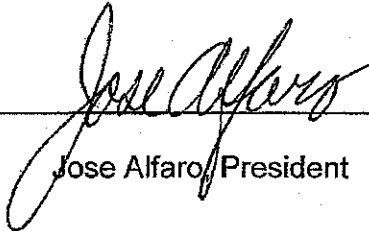
CERTIFICATION OF NON-DISCRIMINATION Error! Reference source not found

Pursuant to California Labor Code Section 1735, as added by chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read and understand the foregoing:

SIGNATURE



Jose Alfaro, President

Excel Landscape Inc.
12/10/09

R.F.P. # E-7/10
EXHIBIT E - cont.

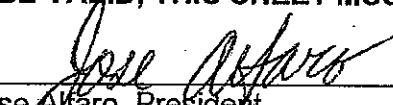
PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedule A), I affirm that:

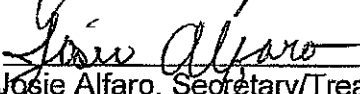
- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valley Community Services District and **Excel Landscape Inc.**, and as a further result, the aforesaid firm may be bared from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind **Excel Landscape Inc.**, to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. - Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURES



 Jose Alfaro, President



 Josie Alfaro, Secretary/Treasurer

Excel Landscape Inc.
12/10/09

R.F.P. # E-7/10
EXHIBIT E - cont.

SCHEDULE II

BID SCHEDULE

Excel Landscape Inc.

<u>SITE</u>	<u>COST PER MONTH</u>	<u>TOTAL COST FOR 12 MONTHS</u>
Designated E-7 Parkways & Medians	\$2,777.17	\$33,326.04
TOTALS	\$2,777.17	\$33,326.04

Total Proposal Amount in figures:

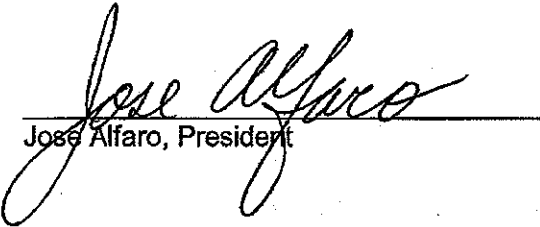
\$33,326.04

Total Proposal Amount in words:

Thirty Three Thousand Three Hundred Twenty Six and 04/100

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the independent Contractor Agreement and its attached exhibits.

Addendum No(s) _____ has/have been received and is/are made a part of this proposal.



Jose Alfaro, President

12/10/09

R.F.P. # E-7/10
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ANRE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A: (ADD ITEMS 1 THROUGH 15: **\$1,267.00**
FROM PREVIOUS PAGE)

ROUTINE IRRIGATION REPAIR PRICES

A. 18. Irrigation repair parts for routine repairs @ cost plus 20%

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR
ITEM A. 18.

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST SECTION A: \$1,520.40

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$.029/sq. ft./mo**
2. Additional parkway areas, turf (trees to 18-foot height, shrubs, ground cover included, as applicable).
\$.029/sq. ft./mo.

TOTAL COST SECTION B:

ITEMS 1 & 2 ABOVE = \$.058

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. **TOTAL
ADDITIONAL WORK PRICE COST:**

SUM OF TOTAL COSTS FOR SECTION A & B: = \$1,520.45

EXCEL LANDSCAPE INC.

R.F.P. #E-7/10
EXHIBIT E - cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

Thirty Three Thousand Tree Hundred Twenty Six and 04/100

\$33,326.04

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):

One Thousand Five Hundred Twenty and 45/100

\$1,520.45

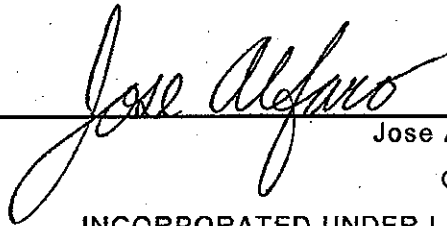
TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:

Thirty Four Thousand Eight Hundred Forty Six and 49 /100

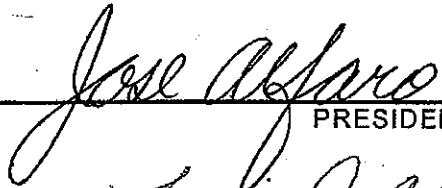
\$34,846.49


December 10, 2009

EXCEL LANDSCAPE INC.



Jose Alfaro, President
C27 694553
INCORPORATED UNDER LAWS OF THE STATE OF CALIFORNIA



PRESIDENT
(Corporate Seal)


SECRETARY

R.F.P. # E-7/10
EXHIBIT E - cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a Proposal Surety Bond for 10% of the amount bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check of Proposal Surety Bond is to be returned to the undersigned.

12/10/09

Signature of Proposer _____

Jose Alfaro
Jose Alfaro, President
710 Rimpau Ave. Ste. 108
Corona, CA 92879

951-735-9650

Names and Addresses of Members of the Firm:

Jose Alfaro, President
Josie Alfaro, Secretary/Treasurer

Signature of Proposer _____

Jose Alfaro
Jose Alfaro, President
710 Rimpau Ave. Ste. 108
Corona, CA 92879

R.F.P. # E-7/10
EXHIBIT E - cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated under Laws of the State of California

State License Number and Classification C-27 694553

PRESIDENT _____

Jose Alfaro

SEC/TRES _____

Jose Alfaro

(Corporate Seal)

R.F.P. # E-7/10
EXHIBIT E – cont.

PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Excel Landscape, Inc.
_____, as
principals, and First National Insurance Company of America, a duly
authorized corporate surety: Business Address _____
3323 City Blvd. West, Ste. 300, Orange, CA 92868

Phone (800) 763-9268, are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of the Amount Bid Dollars, (\$ ---10% Amount Bid), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-7/10 – CENTERPOINTE, MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligors will pay to the Moreno Valley Community Services District the full sum of Ten Percent of the Amount Bid Dollars, (\$ ---10% Amount Bid), as liquidated damages for such failure and neglect.

WITNESS our hands this 4th day of December, 2009.

(SIGNATURE PAGE FOLLOWS)

R.F.P. # E-7/10
EXHIBIT E - cont.

Proposal Surety Bond (cont.)

PRINCIPAL

CORPORATE SURETY

Name: Excel Landscape, Inc.

Name: First National Insurance Company of America

Address: 710 Rimpau Ave., Ste. 108

Address: 333 City Blvd. West, Ste 300

Corona, CA 92879

Orange, CA 92868

Tel. No.: (951) 735-9650

Tel. No.: (800) 763-9268

By: *[Signature]*

By: *[Signature]*

Attorney-in-Fact Shannon Lopez

NOTE: This bond must be executed by both parties, and in the case of a corporation, with the corporate seal affixed. All signatures must be acknowledged (attach Acknowledgments). The attorney-in-fact for the bonding company must be registered in at least one county in the State of California.

**RISK MANAGEMENT
Approved**

[Signature] 5-11-10
By Date

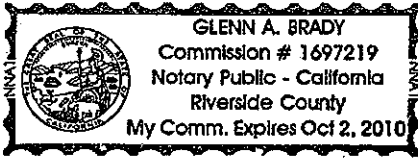
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On Dec 10, 2009 before me, Glenn A. Brady Notary Public

personally appeared Jose Alfaro



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/hers/their authorized capacity(ies), and that by his/hers/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 Glenn A. Brady

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proposal Surety Bond

Document Date: 12/10/09 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Angel Alfaro

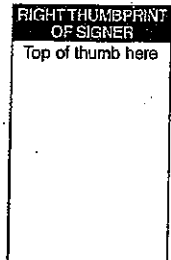
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On December 4, 2009 before me Raquel L. Soto, Notary Public, personally appeared Shannon Lopez

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Raquel L. Soto (Seal)



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
Corporate Officer

Title(s)

Bid Bond
Title or Type of Document

- Partners
Limited General
Attorney-in-Fact
Trustee(s)
Guardian/Conservator
Other

2
Number of Pages

December 4, 2009
Date of Document

SIGNER IS REPRESENTING:
First National Insurance
Company of America

Excel Landscape, Inc.
Signer(s) other than Named Above



POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 10918

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint
*****MARTIN M. DAVIS; PETER M. DAVIS; GEORGE A. DECRISTO; GALE DELO; SHANNON LOPEZ;
KENZIE K. THOMPSON; Redlands, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg

Dexter R. Legg, Secretary

T. Mikolajewski

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 4th day of December, 2009



Dexter R. Legg

Dexter R. Legg, Secretary

S-1049/DF 3/09

WEB PDF

R.F.P. #E-7/10
EXHIBIT E - cont.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§

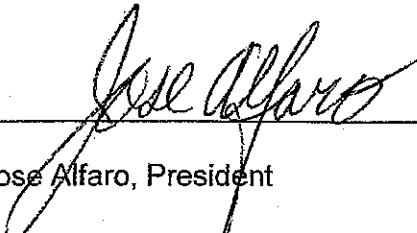
Jose Alfaro, affiant being first duly sworn, deposes and says:

That he is President of **EXCEL LANDSCAPE INC.** the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder of anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Jose Alfaro
710 Rimpau Ave, Ste. 108
Corona, CA 92879

951-735-9650

SIGNATURE



Jose Alfaro, President

ALL SIGNATURES MUST BE NOTARIZED

(See Attached Acknowledgement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On Dec. 10, 2009
Date

before me,

Glenn A. Brady Notary Public
Here Insert Name and Title of the Officer

personally appeared

Jose Alfaro
Name(s) of Signer(s)

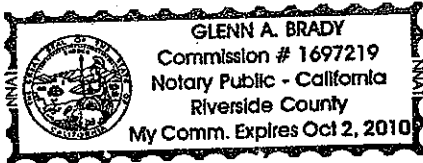
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Glenn A. Brady
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non-collusion affidavit

Document Date: 12-10-2009

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Alfaro

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

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

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-7/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-7/10, with Excel Landscape, Inc., 710 Rimpau Avenue, Suite 108, Corona, CA 92879 for E-7 (Centerpointe) landscaped area.
2. Authorize the City Manager to execute the Third Extension Agreement for E-7/10 with Excel Landscape, Inc.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to Excel Landscape, Inc. in the not-to-exceed (NTE) amount of \$39,296.04 (\$33,326.04 for base services and \$5,970.00 for additional work services).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. “Additional work services” include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone’s service area at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On December 10, 2009, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from five (5) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zone E-7. On May 12, 2010, upon staff’s evaluation of the proposals and recommendation, the Financial & Administrative Director, acting in the capacity as the Chief Fiscal officer of the Board of Directors of the Moreno Valley CSD, with approval as to the legal form by the City Attorney, awarded the contract for landscape maintenance of Zone E-7 parkways and medians to Excel Landscape, Inc., Corona, California (the “Contractor”). The amount of the Agreement for the initial twelve-month term was \$37,326.04 for standard service level landscape maintenance (\$33,326.04 for base services; \$4,000.00 for estimated additional work).

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and as extended per subsequent Extensions of the Agreement, (a First Extension and a Second Extension at the same base and additional work amounts as the original Agreement) and has agreed to extend the Agreement based upon the same terms in accordance with the standard service level for Zone E-7.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Third Extension Agreement is being recommended for authorization in the NTE amount of \$39,296.04 (\$33,326.04 for Zone E-7 base maintenance services, and \$5,970.00 for Zone E-7 additional work). This is the third of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than \$100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-7/10 Agreement, as may be allowed per the terms of the Agreement. Potential extensions are those extensions which may be

allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-7/10						
	FY 2010/11 Original Agreement	FY 2011/12 First Extension	FY 2012/13 Second Extension	FY 2013/14 Proposed Third Extension ¹	FY 2014/15 Potential Fourth Extension ²	Cumulative Total
Base	\$ 33,326.04	\$ 33,326.04	\$ 33,326.04	\$ 33,326.04	\$ 33,326.04	\$ 166,630.20
Additional Work	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,970.00	\$ 5,970.00	\$ 23,940.00
Total	\$ 37,326.04	\$ 37,326.04	\$ 37,326.04	\$ 39,296.04	\$ 39,296.04	\$ 190,570.20

¹ The additional work amount reflects a proposed increase for additional irrigation services and replants as may be required during FY 2013/14. Previously City staff responded to a majority of the irrigation repair and inspections; however, with the decrease in staff, the Contractor is assuming added responsibilities for these services in accordance with the additional work amounts as allowed per the terms of the Agreement.

² Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Third Extension Agreement for E-7/10 with Excel Landscape, Inc. in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Third Extension Agreement for E-7/10 with Excel Landscape, Inc.; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$39,296.04 (\$33,326.04 for Zone E-7 base services and \$5,970.00 for Zone E-7 for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zone E-7 (Centerpointe) Specific Plan area.*
2. Do not approve the Third Extension Agreement for E-7/10 with Excel Landscape, Inc. in the form attached hereto to provide for the continuation of landscape

maintenance services; nor authorize the City Manager to execute said Third Extension Agreement for E7/10 with Excel Landscape, Inc.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$39,296.04 (\$33,326.04 for Zone E-7 base services and \$5,970.00 for Zone E-7 for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zone E-7 (Centerpointe) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-7 may only be used for landscape maintenance services associated with the parkways and medians in Zone E-7. **The costs for the maintenance services have been budgeted, respectively, for this Zone for the coming fiscal year. This action will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-7/10 Third Extension Agreement for Zone E-7.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-7	Excel Landscape, Inc.	5013-30-79-25713-620910	\$ 33,326.04	\$ 5,970.00	\$ 39,296.04

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

1. Attachment 1 – Third Extension Agreement for E-7/10 for FY 2013/14
2. Attachment 2 – Extension to the Agreement (Second Extension Agreement) for E-7/10 for FY 2012/13
3. Attachment 3 – Extension to the Agreement (First Extension Agreement) for E-7/10 for FY 2011/12
4. Attachment 4 – Agreement for E-7/10 for FY 2010/11
5. Attachment 5 – Site Map – Zone E-7 (Centerpointe)

Prepared By:
 Sharon Sharp
 Senior Management Analyst

Department Head Approval:
 Richard Teichert
 Chief Financial Officer

Concurred By:
 Candace Cassel
 Special Districts Division Manager

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

THIRD EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereinafter, "District") and **Excel Landscape, Inc.**, (hereinafter, "Contractor").

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated May 12, 2010, referencing Project No. E-7/10 for the maintenance of parkway and median landscaping, and irrigation systems associated with Project No. E-7/10 Maintenance of Parkway and Median Landscaping and Irrigation for Zone E-7; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement) for the term of July 1, 2011 to June 30, 2012; and,

WHEREAS, landscape maintenance services provided during the First Extension Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (Second Extension Agreement) for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, landscape maintenance services provided during the Second Extension Agreement were sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement (Third Extension Agreement); and,

WHEREAS, the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The Third Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014**.
2. In accordance with Exhibit D., 1., b., of the Agreement, this Third Extension Agreement shall be considered the third of four possible extensions of the Agreement.

THIRD EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

3. For the period of this Third Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Third Extension Agreement for maintenance of the parkway and medians of E-7 consistent with the payment terms (Exhibit C) of the Agreement in the total amount of **TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 17/100 DOLLARS (\$2,777.17)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **THIRTY-THREE THOUSAND THREE HUNDRED TWENTY-SIX AND 04/100 DOLLARS (\$33,326.04)**.
4. Notwithstanding Exhibit E, Additional Work Price List, B., of the Agreement, the unit cost set forth in the Additional Work Price List for any landscape areas added to the project during the period of this Third Extension Agreement shall be as follows:
 - a. Additional parkway areas, planters (trees up to 18-feet height, as applicable). **\$0.029/sq.ft./mo.**
 - b. Additional parkway areas, turf (trees up to 18-feet height, shrubs, ground cover included, as applicable). **\$0.029/sq. ft./mo.**
5. Notwithstanding Exhibit C., 2., e., of the Agreement, for the period of this Third Extension Agreement and except as specifically approved by subsequent action of the CSD Board, or the City Manager, as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Third Extension Agreement or the original Agreement in excess of the cumulative total of **FIVE THOUSAND NINE HUNDRED AND SEVENTY AND 00/100 DOLLARS (\$5,970.00)**.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

THIRD EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

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

Moreno Valley
Community Services District
By: _____
Title: City Manager, Acting in the capacity of
District Manager to the Moreno Valley
Community Services District

Contractor: Excel Landscape, Inc.

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or
Assistant Secretary

Date: _____
Affix Corporate Seal Below

This page intentionally left blank.

EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Excel Landscape, Inc.**, (hereafter, "Contractor")

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated May 12, 2010, referencing Project No. E-7/10 for the maintenance of parkway and median landscaping and irrigation systems associated with the District's E-7 Centerpointe landscape service area.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**.
2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.
3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and medians consistent with the terms of the Agreement in the total amount of **TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 17/100 DOLLARS (\$2,777.17)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **THIRTY-THREE THOUSAND THREE HUNDRED TWENTY-SIX AND 04/100 DOLLARS (\$33,326.04)**.
4. Notwithstanding Exhibit E of the Agreement, Additional Work Pricing of the Agreement, the unit cost set forth in the Additional Work Price List, Exhibit E, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:
 - a. Additional parkway areas, planters (trees up to 18-foot height, as applicable). **\$0.029/sq.ft./mo.**
 - b. Additional parkway areas, turf (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.029/sq. ft./mo.**

EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

5. Notwithstanding Exhibit C., Numeral 2, Letter e. of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND AND 00/100 DOLLARS (\$4,000.00)**.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-7/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

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

City of Moreno Valley

Contractor: Excel Landscape, Inc.

By: *Richard Peckert*
Title: Financial & Administrative Services
Director, acting in the capacity of Chief
Fiscal Officer to the Moreno Valley
Community Services District

By: *Jose Alvarez*
Title: (President or Vice President)

Date: 6/20/12

Date: 4/4/12

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

6/13/12
Date

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

6/14/12
Date

By: *[Signature]*
Title: Corporate Secretary or
Assistant Secretary

Date: 4/4/12
Affix Corporate Seal Below

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

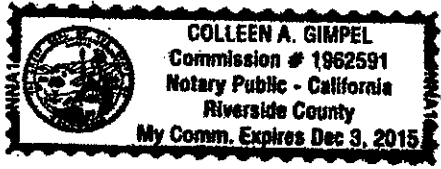
State of California

County of Riverside

On April 4, 2012 before me, Colleen A. Gimpel, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jose Angel Alfaro and Josefina Cuevas
Alfaro
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Colleen A. Gimpel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

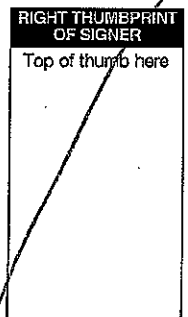
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



EXTENSION AGREEMENT
PROJECT NO. E-7/10 – CENTERPOINTE
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Excel Landscape, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated May 12, 2010, referencing Project No. E-7/10 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012**.
2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement .
3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 17/100 DOLLARS (\$2,777.17)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **THIRTY-THREE THOUSAND THREE HUNDRED TWENTY-SIX AND 04/100 DOLLARS (\$33,326.04)**.
4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:
 - a. Additional parkway areas, turf (trees up to 18-foot height, as applicable).
\$ 0.029/sq. ft./mo.
 - b. Additional parkway areas, planters (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.029/sq. ft./mo.**
5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND AND 00/100 DOLLARS (\$4,000.00)**.
6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Dated: 9-14-11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By:

Richard Peckert

Financial & Administrative Services Director,
acting in the Capacity of Chief Fiscal Officer to the
Moreno Valley Community Services District

CONTRACTOR:

Jose Alfaro
Signature

JOSE ALFARO
Printed Name

President
Title

Excel Landscape
Company Name

Jose C. Alfaro
Signature

Jose C. Alfaro
Printed Name

Sec. / TREASURER
Title

(Corporate Seal)

INTERNAL USE ONLY	
ATTEST:	
	_____ City Clerk
APPROVED AS TO LEGAL FORM:	
	<i>[Signature]</i> _____ Deputy City Attorney
	<u>0-7-11</u> Date
RECOMMENDED FOR APPROVAL:	
	<i>[Signature]</i> _____ Department Head
	<u>0-10-11</u> Date

Moreno Valley Community Services District
R.F.P. # E-7/10
Centerpointe

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Financial & Administrative Director (acting in the capacity of Chief Fiscal Officer of the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name: Excel Landscape, Inc.
 Address: 710 Rimpau Ave., Ste. 108
 City: Corona, Ca Zip:92879
 Business Phone: 951-735-9650 Fax: 951-735-0469
 Other Contact Number: _____
 Social Security Number: _____
 Business License Number: 09319
 Federal Tax I.D. Number: 33-0617953
 Contractors' License Number & Classification: 694553/C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

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subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

- E. Contractor's Proposal submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the

R.F.P. # E-7/10

City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

- G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____
(Risk Manager)

Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

R.F.P. # E-7/10

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

R.F.P. # E-7/10

J. Termination.

- a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
- b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

R.F.P. # E-7/10

To Contractor:

Excel Landscape, Inc.
710 Rimpau Ave. Ste. 108
Corona, Ca 92879
951-735-9650
[Telephone number]
951-735-0469
[Fax number]

With a copy to:

[Attorney for Contractor, if applicable]

[Street Address]

[Post Office Box, if applicable]

[City, State, Zip Code]

[Telephone number]

() _____

[Fax number]

() _____

To CSD:

MORENO VALLEY COMMUNITY SERVICES
DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to:

City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

R.F.P. # E-7/10

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

Moreno Valley Community Services District

Contractor

By: [Signature]
Financial & Administrative Director,
acting in the capacity of Chief
Fiscal Officer of the Board of Directors
of the Moreno Valley
Community Services District

By: [Signature]
Title: President
Date: 4/20/10

Date: 5-12-10

By: [Signature]
Title: Sec. / Treas
Date: 4/20/10

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

5-5-10
Date

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

5/10/10
Date



Attachments

State of California)
County of Riverside)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

On April 20, 2010 before me, Dannika Tutwiler, notary,
(here insert name and title of the officer)

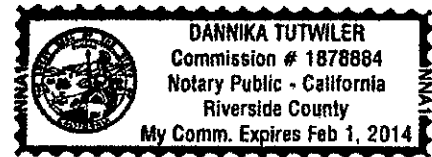
personally appeared Jose Angel Alfaro and Josefina Cuevas Alfaro

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 [Handwritten Signature]



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Independent Contractor Agreement, RFP # E-710 containing 7 pages, and dated 4/20/10.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT A

1. SCOPE OF WORK

- a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.
- b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

- a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.
- b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

R.F.P. # E-7/10
EXHIBIT A – cont.

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

- c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:
 1. Fertilization;
 2. Turf Aeration;
 3. Application of pesticides by any method;
 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.
- g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

R.F.P. # E-7/10
EXHIBIT A – cont.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

- a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

R.F.P. # E-7/10
EXHIBIT A – cont.

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

- d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.
- e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
- | | |
|-----------------------------|--|
| 1. City Manager | 5. Special Districts Division Manager |
| 2. Director of Public Works | 6. Landscape Districts Program Manager |
| 3. Police Department | 7. Senior Landscape Services Inspector |
| 4. Fire Department | 8. Landscape Services Inspector |
| | 9. Street Maint. Supervisor |

R.F.P. # E-7/10
EXHIBIT A – cont.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

- a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.
- d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

- e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

R.F.P. # E-7/10
EXHIBIT A – cont.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

- a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.
- b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.
- c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

- a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

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EXHIBIT A – cont.

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

- b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

- c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

- e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

R.F.P. # E-7/10
EXHIBIT A – cont.

8. USE OF CHEMICALS

- a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).
- b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

R.F.P. # E-7/10
EXHIBIT A – cont.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

- a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

- a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.
- b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.
- c. The District may withhold from Contractor's progress payments the penal sum of \$25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

R.F.P. # E-7/10
EXHIBIT A – cont.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

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

15. CONTRACTOR'S LIABILITY

- a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.
- b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

R.F.P. # E-7/10
EXHIBIT A – cont.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

R.F.P. # E-7/10
EXHIBIT A – cont.

R.F.P. # E-7/10
TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

- a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
- c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
- d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
- e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
- f. Mowing height for cool season grasses shall not exceed three inches (3")
- g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.
- h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
- i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
- j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

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EXHIBIT A – cont.

- k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
- l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.
- m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.
- n. Aeration:
 - 1. All turf areas shall be aerated two (2) times annually;
 - 2. Aeration shall be done in the spring and fall, or as directed by District field staff;
 - 3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - 4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - 5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - 6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.
- o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

- a. All trees are to be maintained in a manner that will promote normal, healthy growth.
- b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

R.F.P. # E-7/10
EXHIBIT A – cont.

- c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
- d. Any tree shall be pruned at any time in order to:
 1. Remove dead, diseased, or damaged branches;
 2. Remove unwanted encroachments into public and/or utility rights-of-way;
 3. Correct any condition which the Director has deemed to be hazardous.
- e. Trees up to eighteen feet (18') in height shall:
 1. Be pruned to enable successful adaptation to their particular site situation;
 2. Have no more than one-third (1/3) of living branches removed annually;
 3. Be fertilized only as directed by District field staff.
- f. Trees over eighteen feet (18') in height shall:
 1. Be inspected annually;
 2. Pruned and/or trimmed as necessary to maintain proper site orientation;
 3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
- g. Pruning tools shall:
 1. Be kept properly sharpened, and in proper working order;
 2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

R.F.P. # E-7/10
EXHIBIT A – cont.

- h. The following practices shall not be allowed:
1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 3. Use of pruning paint/pruning compound/wound dressing;
 4. Use of climbing spurs or gaffs.
- i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
- j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.
- k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
- l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

- a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
- c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
- d. Any shrub shall be pruned and/or trimmed at any time in order to:
 1. Remove dead, diseased, or damaged branches;
 2. Remove unwanted encroachments into public and/or utility rights-of-way;

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EXHIBIT A – cont.

3. Correct any condition which the Director has deemed to be hazardous.
- e. Shrubs shall be pruned:
1. To enable successful adaptation to their particular site situation;
 2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
 3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- f. Pruning tools shall:
1. Be kept properly sharpened, and in proper working order;
 2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.
- g. The following practices shall not be allowed:
1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
 3. Use of pruning paint/pruning compound/wound dressing.
- h. Fertilization: See Technical Provisions - Fertilization, Section 2., paragraphs a. through e., below.
- i. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.
4. GROUND COVER CARE
- a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
 - b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').

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EXHIBIT A – cont.

- c. Ground covers shall be pruned/trimmed at any time in order to:
 - 1. Remove dead, diseased, or damaged branches/crowns;
 - 2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 - 3. Correct any condition which the Director has deemed to be hazardous.

- d. Ground covers shall be pruned/trimmed/renovated:
 - 1. To enable successful adaptation to their particular site situation;
 - 2. In accordance with accepted practices for the particular species in question;
 - 3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

- e. Pruning tools shall:
 - 1. Be kept properly sharpened, and in proper working order;
 - 2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

- f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

- g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.

- h. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

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EXHIBIT A – cont.

5. WEED CONTROL

- a. All weeds shall be continuously controlled at all sites.
- b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
- c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.
- d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
- e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.
- f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

- a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
- b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

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EXHIBIT A – cont.

- c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.
- d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
- e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
- f. Automatic irrigation systems shall:
 - 1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;
 - 2. Be turned off during periods of rainfall, or as directed by District field staff;
 - 3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
- g. Manually operated irrigation systems shall:
 - 1. Be operated only when Contractor's personnel are present on site;
 - 2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;
 - 3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

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EXHIBIT A – cont.

- i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

- a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
- b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.
- c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.
- e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.
- f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
- g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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EXHIBIT A – cont.

8. GREENWASTE RECYCLING

- a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
- b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.
- c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
- d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
- e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-7/10
EXHIBIT A – cont.

R.F.P. # E-7/10

TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

- a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft.	
			Lbs. of Actual N	Amt. of Fertilizer
JAN	-	-	-	-
FEB	-	-	-	-
MAR	-	-	-	-
APR	Aeration†	Humus Base‡	0.5	Per product analysis
MAY	-	-	-	-
JUNE	-	-	-	-
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	Aeration†	Humus Base‡	0.5	Per product analysis
NOV	-	-	-	-
DEC	-	-	-	-

These fertilizers to contain micronutrients including iron. See following section on fertilizers

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

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EXHIBIT A – cont.

- b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- c. Humus base fertilizers to be applied by drop spreader only.
- d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
- e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
- f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.
- g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

- a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

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EXHIBIT A – cont.

- b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
- c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.
- d. Written notification is required to Director five (5) days prior to fertilizer application.
- e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

- a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
- a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - 1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - 2. Absolutely no injecting or drilling into tree trunk will be allowed.
 - 3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - 4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
- c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.
- d. Written notification is required to Director five (5) days prior to fertilizer application.
- e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

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EXHIBIT A – cont.

R.F.P. # E-7/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

- a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.
- b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.
- c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
- d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

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EXHIBIT A – cont.

2. REPORTING SPECIFICATIONS

- a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
- b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.
- b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

- a. Weed Control
 1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.
 2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge
 3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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EXHIBIT A – cont.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:
 - Agapanthus africanus;
 - Aptenia sp.;
 - Gazania sp.;
 - Hemerocallis sp.
2. Snails shall be controlled on an as needed basis on all other plant material.
3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

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EXHIBIT A – cont.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.
2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.
3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

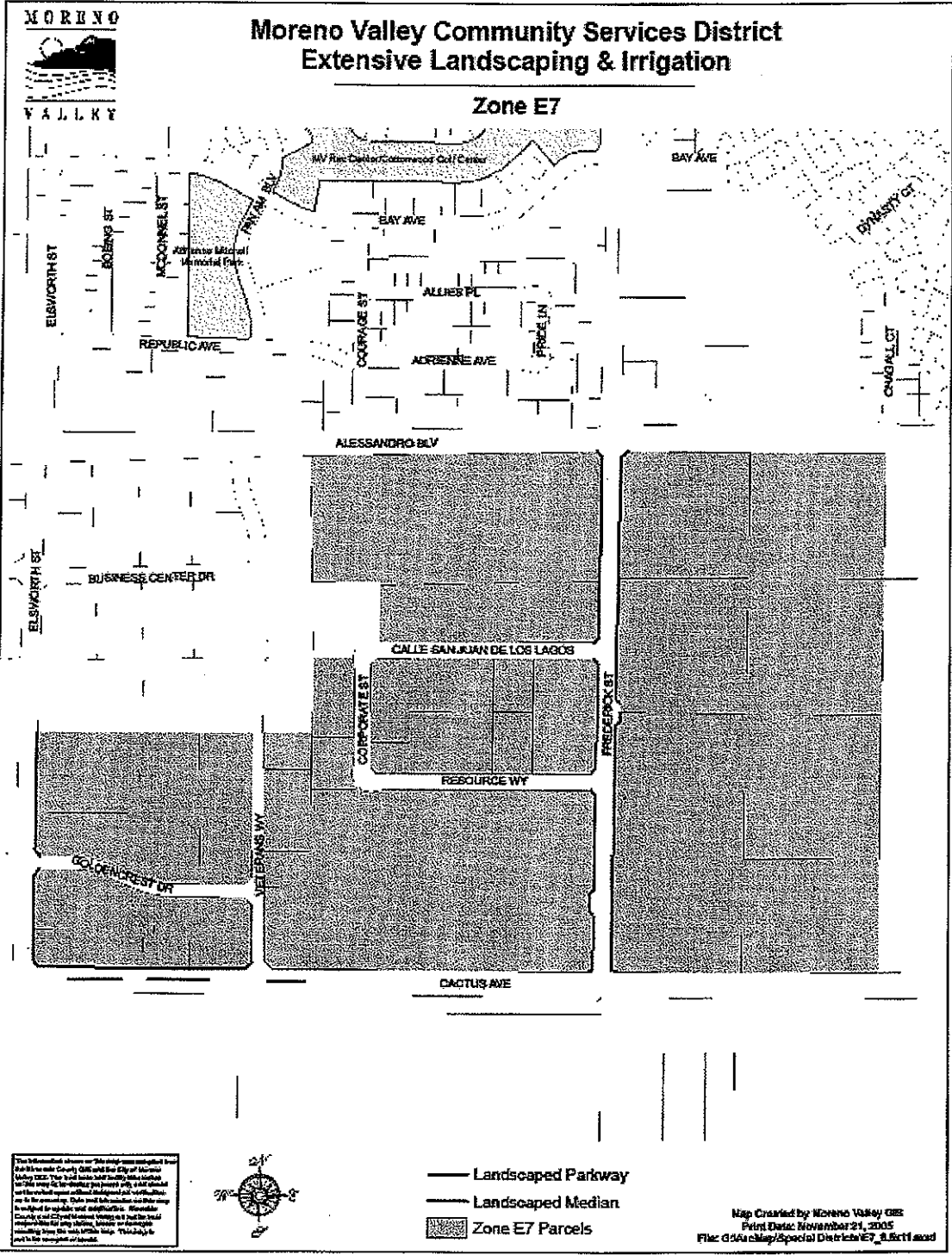
b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.
2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAPS ON FOLLOWING PAGE





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EXHIBIT B
District Responsibilities1. CONTRACT SUPERVISION

- a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."
- b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.
- b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. E-7/10
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EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

- a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.
- b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN dollars and 17/100 (\$2,777.17) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed THIRTY THREE THOUSAND THREE HUNDRED TWENTY-SIX dollars and 04/100 (\$33,326.04), except as provided for in Section 2., paragraph c. below.
- c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

- a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined

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EXHIBIT C – cont.

by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

- b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.
- c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.
- d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.
- e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of \$4,000.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is

R.F.P. # E-7/10
EXHIBIT C – cont.

incomplete;

- b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of \$100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. E-7/10
R.F.P. # E-7/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

- a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.
- b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.
- c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

- d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.
- e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

Project No. E-7/10
R.F.P. # E-7/10

EXHIBIT E
PROPOSAL SUBMITTAL DOCUMENTS

SCHEDULE 1

COMPANY INFORMATION

Excel Landscape Introduction:

Excel Landscape has been a full service landscape company for over 30 years and possesses a C-27 Contractors License. We are a medium sized firm, specializing in municipal maintenance. We handle a large variety of projects ranging from parkways, medians, slopes, to sports facilities. Our employees are well trained in the safety aspects of high visibility and high traffic areas. A firm large enough to insure stability yet one in which the owner is still involved in the day-to-day operations. A company committed to providing a good value to its customers, which favors long relationships over quick profits.

In-house staff perform most operations. We have a licensed pest control advisor; we are licensed pest control operators, with certified water auditors and six certified in recycled water. We are experienced in all phases of landscape from basic installations to complex Central Irrigation Systems. We have installed and monitored Maxicom, Caisense, and Motorola Osmac Control Systems with several local municipalities. We have recently assisted in the development of a new Et based controller now on the market.

Excel Landscape considers safety a number one priority and holds weekly safety meetings. We meet all existing state and federal labor laws, and comply with OSHA requirements.

We take pride in our loyal staff and strive to provide a work environment that encourages long-term employment. We realize that a service organization is only as good as its people and we try to provide opportunities for the improvement and advancement of our employees. This is reflected by the low turn over of our staff in an industry where just the opposite is the norm. This is an advantage to our customers on projects that have permanent crews, as they become familiar with specific project requirements.

At **Excel Landscape** we have installed various systems to identify the requirements for any given project, and then insure that they are carried out as required. At Excel Landscape we are committed to this process.

This project would be assigned permanent crews which allow personnel to become familiar with the work and thus, more efficient. Inspections are carried out on a weekly basis by the Foreman and monthly by the project manager. This insures compliance by our crews to the work standards. Job walks will be scheduled with a City representative at your convenience to discuss work progress and upcoming tasks.

Office staff is available Monday through Friday from 7:00 a.m. to 5:00 p.m. The same phone is answered 24 hours a day to handle emergency situations. Office staff maintains

R.F.P. #E-7/10
EXHIBIT E – cont.

two-way radio contact with all Foreman, irrigators and crew leaders to provide quick and efficient communications.

Finally, we believe that the best assurance for quality control is the commitment of the management. We at **Excel Landscape** take pride in our work and track record. We believe this is best represented by references from our customers.

1. EXCEL LANDSCAPE

- A CALIFORNIA CORPORATION

2. MAIN OFFICE: 710 RIMPAU AVE. STE. 108
CORONA, CA 92879

SATELLITE OFFICE: 4181 ALAMO ST.
RIVERSIDE, CA 92501

3. LICENSE:

- C 27 694553
- SINCE 1994
- EXPIRES 08/31/2010
- STATUS – ACTIVE
- NO PRIOR ACTIONS

4. FEDERAL IDENTIFICATION: 33-0617953

5. COMPANY OFFICERS:

- JOSE ALFARO, PRESIDENT
- JOSIE ALFARO, SEC/TRES

6. 34 YEARS OF LANDSCAPE MAINTENANCE SERVICE

7. 34 YEARS OF LANDSCAPE MAINTENANCE SERVICE FOR PUBLIC AGENCIES

8. CURRENT LANDSCAPE MAINTENANCE OPERATIONS:

- 66 LANDSCAPE MAINTENANCE CONTRACTS
- 43% WITH PUBLIC AGENCIES
- \$9,566,221.00 ANNUAL SALES IN MAINTENANCE CONTRACTS
- 91% OF SALES WITH PUBLIC AGENCIES

PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

FACILITIES:

RIVERSIDE SERVICE YARD
4181 ALAMO
RIVERSIDE, CA 92503

EQUIPMENT:

CREW TRUCK & TRAILER (S)
36" WALKBEHIND MOWER (S)
21" WALKBEHIND MOWER (S)
EDGER (S)
(2) WEED EATERS (S)
(2) HEDGE TRIMMERS (S)
(2) BLOWERS (S)
SET MISC. HAND TOOLS (S)
BACKPACK SPRAYER (S)
CHEMICAL SAFETY BOX (S)
TRAFFIC SAFETY EQUIPMENT (S)

FOREMAN/IRRIGATION TRUCK (S)
FULLY STOCKED SERVICE BODY (S)
ELECTRONIC TROUBLESHOOTING EQUIPMENT (S)
REMOTE CONTROL (S)
BELLY GRINDER FERTILIZER SPREADER (S)

STAFF:

GENERAL LANDSCAPE MAINTENANCE
PROJECT MANAGER (S)

- 7 YEARS EXPERIENCE
- WATER AUDITIR
- CERTIFIED APPLICATOR

SUPERVISOR (S)

- 21 YEARS EXPERIENCE

MAINTENANCE CREW LEADMAN (S)

- 11 YEARS EXPERIENCE

MAINTENANCE CREW LABOR (S)
TREE TRIMMING (S)

- CERTIFIED ARBORIST

IRRIGATION MAINTENANCE (S)

- 8 YEARS EXPERIENCE

PESTICIDE APPLICATIONS (S)

- CERTIFIED PESTICIDE ADVISOR
- CERTIFIED PESTICIDE APPLICATOR

R.F.P. #E-7/10
EXHIBIT E - cont.

- MAINTENANCE EMPLOYEES
 - 6 SUPERVISORS AVERAGE WAGE OF \$4096.00 PER MONTH
 - 15 TECHNICIANS AVERAGE WAGE OF \$3029.00 PER MONTH
 - 9 FOREMEN AVERAGE WAGE OF \$3520.00 PER MONTH
 - 177 LABORES AVERAGE WAGE OF \$10.56 PER HOUR
- MAINTENANCE VEHICLES AND EQUIPMENT
 - 15 SUPERVISOR/FOREMEN TRUCKS
 - 15 TECHNICIAN/IRRIGATION TRUCKS
 - 82 CREW TRUCKS
 - 55 CREW TRAILERS
 - 56 RIDING MOWERS
 - 37 WALK BEHIND MOWERS
 - 195 BACK PACK BLOWERS
 - 53 CHAIN SAWS
 - 37 EDGERS
 - 257 HEDGE TRIMMERS
 - 70 21" MOWERS
 - 12 POWER RAKES
 - 39 REMOT CONTROLS
 - 11 POWER SPRAYERS
 - 3 VACUUMS
 - 294 WEED EATERS

9. REFERENCES

CITY OF MURRIETA
40600 CAL OAKS RD.
MURRIETA, CA. 92562

Mr. Bob Kast (951) 600-5836

LANDSCAPE MAINTENANCE SERVICES

\$1,600,000.00 PER YEAR, 600 ACRES

09/01/94 - PRESENT

CITY OF TEMECULA
P.O. BOX 9533
Temecula, CA 92590

Mr. Kevin Harrington (951) 694-6480

GENERAL LANDSCAPE MAINTENANCE SERVICES

\$1,325,000.00 PER YEAR, 180 ACRES

7/1/93 - PRESENT

CITY OF CHINO HILLS
14575 Pipeline Ave.
Chino CA, 91709

Mr. Sean O'Conner (909) 364-2802

GENERAL LANDSCAPE MAINTENANCE SERVICES

\$876,756.00 PER YEAR, 200 ACRES

7/1/90 - PRESENT

**PROPOSED PROJECT WORK SCHEDULES
E-7 MONTHLY SCHEDULE SHEET**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1				
(4) Man crew March-September (3) Man crew October-February (1) Man irrigation tech (4)hours				
PICK UP LITTER MOW & EDGE TURF TRIM SHRUBS LIFT TREES TRIM G.C. PULL WEEDS BLOW OFF CHECH IRRIG APPLY CHEMICALS FILE NOI COMPLETE USE REPORTS JOB INSPECTIONS				
WEEK #2				
SAME AS ABOVE				
WEEK #3				
SAME AS ABOVE				
WEEK #4				
SAME AS ABOVE COMPLETE GREEN WASTE REPORT COMPLETE MONTHLY SCHEDULES				

**PROPOSED PROJECT WORK SCHEDULES
E-7 ANNUAL SCHEDULE SHEET**

SEPTEMBER	OCTOBER	NOVEMBER
APPLY 23-5-10 TO G.C. APPLY PRE-EMERGENT TO G.C. INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	AERATE TURF AND APPLY HUMUS FERTILIZER INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	TRIM TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR
DECEMBER	JANUARY	FEBRUARY
ANNUAL INSPECTION ANNUAL INSPECTION OF TREES INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR
MARCH	APRIL	MAY
APPLY PRE-EMERGENT TO G.C. INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR INSPECT/APPLY SNAIL BAIT	AERATE TURF AND APPLY HUMUS FERTILIZER APPLY 23-5-10 TO G.C. APPLY WEED CONTROL TO TURF INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR NPDES TRAINING	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR FERTILIZE TREES
JUNE	JULY	AUGUST
INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR	INSPECT TREES FOR STAKING INSPECT BY PROJECT MNGR

R.F.P. #E-7/10
EXHIBIT E - cont.

PROPOSED ANNUAL MATERIAL SCHEDULE

-List fertilizers to be furnished to execute work tasks specified in the Terms & Conditions, General Provisions, and Special Provisions. Specify type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost For each type (include applicable sales tax, overhead, and markup). Use additional sheets as necessary to provide a full and Comprehensive response.

FERTILIZER:	ESTIMATED AMOUNT	ESTIMATED COST
TURF:		
GROW GANIC	52 Bags	\$ 1163.50
SHRUBS:		
23-5-10	30 bags	\$ 1007.25
PESTICIDES:		
SHRUBS:		
PRE-EMERGENT	6 bags	\$ 693.75
SNAIL BAIT	2 bags	\$ 275.30
MANAGE	TRACE	\$ 32.50
ROUND UP	4 gallons	\$ 240.00
FUSILADE	2 quarts	\$ 170.32
GOPHER BAIT	TRACE	\$ 23.75
ATRIMEC	2 gallon	\$ 710.46
GRAND TOTAL:		\$ 4,316.83

R.F.P. # E-7/10
EXHIBIT E - cont.

COMMUNICATION, TRAFFIC SAFETY & GREENWASTE

COMMUNICATION:

Excel Landscape has a 24-hour answering service with a toll free number. All Project Managers, supervisors, foreman, Irrigation technicians and crew leaders carry Nextel radios / cell phones. All of these individuals can be reached directly during business hours. An after hours on call person can be reached via the answering service, to respond with in 2 hours.

TRAFFIC SAFETY:

All personnel wear orange shirts. They are trained weekly on all phases of safety. Each employee is issued a safety vest to be worn if orange shirts are covered. Each truck carries advanced warning signs and cones that are used each time the truck stops to work. Excel Landscape trains to and follows the "Manual of Uniform Traffic Control Devices, 2003".

GREENWASTE:

Each truck goes to a green waste facility at the end of the day. The truck is weighed and charged by truck. That amount is charged to a specific job. A monthly report is generated by job and submitted with the invoice. There is no additional cost to the city. The facility is Agua Mansa MRF at 1830 Agua Mansa Rd. in Riverside CA 92509.

No Subcontractors will be used on this job.

R.F.P. # E-1/09
EXHIBIT E – cont.

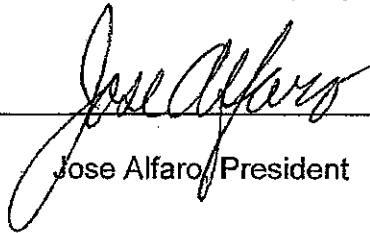
CERTIFICATION OF NON-DISCRIMINATION Error! Reference source not found

Pursuant to California Labor Code Section 1735, as added by chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of the race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read and understand the foregoing:

SIGNATURE



Jose Alfaro, President

Excel Landscape Inc.
12/10/09

R.F.P. # E-7/10
EXHIBIT E - cont.

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Proposal Schedule A), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any contract between the Moreno Valléy Community Services District and **Excel Landscape Inc.**, and as a further result, the aforesaid firm may be bared from participation in future District contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind **Excel Landscape Inc.**, to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. - Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

SIGNATURES



Jose Alfaro, President



Josie Alfaro, Secretary/Treasurer

Excel Landscape Inc.
12/10/09

R.F.P. # E-7/10
EXHIBIT E - cont.

SCHEDULE II

BID SCHEDULE

Excel Landscape Inc.

<u>SITE</u>	<u>COST PER MONTH</u>	<u>TOTAL COST FOR 12 MONTHS</u>
Designated E-7 Parkways & Medians	\$2,777.17	\$33,326.04
TOTALS	\$2,777.17	\$33,326.04

Total Proposal Amount in figures:

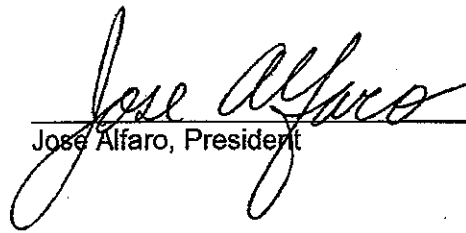
\$33,326.04

Total Proposal Amount in words:

Thirty Three Thousand Three Hundred Twenty Six and 04/100

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the independent Contractor Agreement and its attached exhibits.

Addendum No(s) _____ has/have been received and is/are made a part of this proposal.



 Jose Alfaro, President

12/10/09

R.F.P # E-7/10
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

A.

Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d..

UNIT PRICES

1	Pop-up sprinkler in place:	4"	@ \$	16.00 ea.
		6"	@ \$	19.00 ea.
		12"	@ \$	28.00 ea.
2	Pop-up gear drive sprinkler in place:	4"	@ \$	28.00 ea.
		12"	@ \$	38.00 ea.
3	Fixed shrub sprinkler in place:		@ \$	14.00 ea.
4	Fixed shrub gear drive sprinkler in place:		@ \$	26.00 ea.
5	1 gal. shrub/vine/ground cover in place:		@ \$	10.00 ea.
6	5 gal. shrub/vine/ground cover in place:		@ \$	19.00 ea.
7	5 gal tree in place (stakes included)		@ \$	55.00 ea.
8	15 gal tree in place (stakes included)		@ \$	95.00 ea.
9	24" box tree in place (stakes included)		@ \$	210.00 ea.
10	36" box tree in place (guy wires included)		@ \$	400.00 ea.
11	Flat of ground cover in place		@ \$	19.00 ea.
12	Planter bed mulch in place		@ \$	45.00 yd
13	Turf renovation (include de-thatch, overseed,		@ \$	95.00 1/K
14	Additional turf Aeration		@ \$	50.00 1/K
15	Additional labor		@ \$	25.00 hr.
16	Additional Supervision		@ \$	30.00 hr.
17	Additional Irrigation Technician		@ \$	45.00 hr.
		Total		\$1,267.00

EXCEL LANDSCAPE INC.

R.F.P. # E-7/10
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ANRE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A: (ADD ITEMS 1 THROUGH 15: **\$1,267.00**
FROM PREVIOUS PAGE)

ROUTINE IRRIGATION REPAIR PRICES

A. 18. Irrigation repair parts for routine repairs @ cost plus 20%

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR
ITEM A. 18.

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST SECTION A: \$1,520.40

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

1. Additional parkway areas, planters (trees to 18-foot height, shrubs, ground cover included, as applicable). **\$.029/sq. ft./mo**
2. Additional parkway areas, turf (trees to 18-foot height, shrubs, ground cover included, as applicable).
\$.029/sq. ft./mo.

TOTAL COST SECTION B:

ITEMS 1 & 2 ABOVE = \$.058

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL
ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTION A & B: = \$1,520.45

EXCEL LANDSCAPE INC.

R.F.P. #E-7/10
EXHIBIT E - cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the City for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

Thirty Three Thousand Tree Hundred Twenty Six and 04/100

\$33,326.04

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):

One Thousand Five Hundred Twenty and 45/100

\$1,520.45

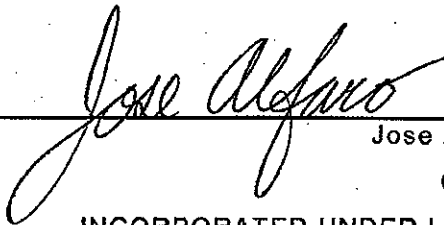
TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:

Thirty Four Thousand Eight Hundred Forty Six and 49 /100

\$34,846.49

December 10, 2009

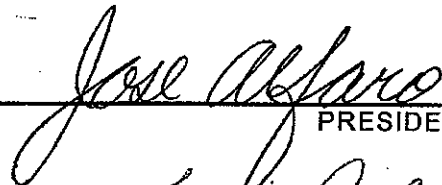
EXCEL LANDSCAPE INC.



Jose Alfaro, President

C27 694553

INCORPORATED UNDER LAWS OF THE STATE OF CALIFORNIA



PRESIDENT

(Corporate Seal)



SECRETARY

R.F.P. # E-7/10
EXHIBIT E - cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is a Proposal Surety Bond for 10% of the amount bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check of Proposal Surety Bond is to be returned to the undersigned.

12/10/09

Signature of Proposer _____

Jose Alfaro
Jose Alfaro, President
710 Rimpau Ave. Ste. 108
Corona, CA 92879

951-735-9650

Names and Addresses of Members of the Firm:

Jose Alfaro, President
Josie Alfaro, Secretary/Treasurer

Signature of Proposer _____

Jose Alfaro
Jose Alfaro, President
710 Rimpau Ave. Ste. 108
Corona, CA 92879

R.F.P. # E-7/10
EXHIBIT E - cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated under Laws of the State of California

State License Number and Classification C-27 694553

PRESIDENT *Jose Alfaro*
SECRETRES *Jose Alfaro*

(Corporate Seal)

R.F.P. # E-7/10
EXHIBIT E – cont.

PROPOSAL SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Excel Landscape, Inc.
_____ , as

principals, and First National Insurance Company of America , a duly

authorized corporate surety: Business Address _____

3323 City Blvd. West, Ste. 300, Orange, CA 92868

Phone (800) 763-9268 , are held and firmly bound unto the Moreno Valley Community Services District, as Surety, in the sum of Ten Percent of the Amount Bid Dollars, (\$ ---10% Amount Bid), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the Board of Directors of the Moreno Valley Community Services District, a proposal for **PROJECT NO. E-7/10 – CENTERPOINTE, MAINTENANCE OF PARKWAY & MEDIAN LANDSCAPING AND IRRIGATION**, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said Board of Directors contained in the Notice Requesting Proposals attached to said proposal.

NOW, THEREFORE, if the said bond or proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said Board of Directors, and if the said principal shall fail or neglect to enter into a Contract therefor within the required time, then in that case the undersigned obligers will pay to the Moreno Valley Community Services District the full sum of Ten Percent of the Amount Bid Dollars, (\$ ---10% Amount Bid), as liquidated damages for such failure and neglect.

WITNESS our hands this 4th day of December, 2009

(SIGNATURE PAGE FOLLOWS)

R.F.P. # E-7/10
EXHIBIT E - cont.

Proposal Surety Bond (cont.)

PRINCIPAL

CORPORATE SURETY

Name: Excel Landscape, Inc.

Name: First National Insurance Company of America

Address: 710 Rimpau Ave., Ste. 108

Address: 333 City Blvd. West, Ste 300

Corona, CA 92879

Orange, CA 92868

Tel. No.: (951) 735-9650

Tel. No.: (800) 763-9268

By: *[Signature]*

By: *[Signature]*
Attorney-in-Fact Shannon Lopez

NOTE: This bond must be executed by both parties, and in the case of a corporation, with the corporate seal affixed. All signatures must be acknowledged (attach Acknowledgments). The attorney-in-fact for the bonding company must be registered in at least one county in the State of California.

**RISK MANAGEMENT
Approved**

[Signature] 5-11-10
By Date

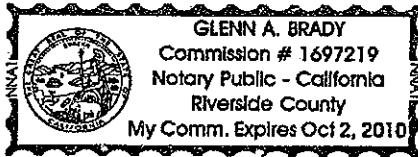
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On Dec 10, 2009 before me, Glenn A. Brady Notary Public

personally appeared Jose Alfaro



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/hers/their authorized capacity(ies), and that by his/hers/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 Glenn A. Brady

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proposal Surety Bond

Document Date: 12/10/09 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Angel Alfaro

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

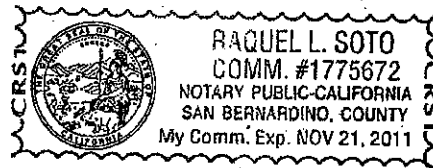
County of San Bernardino

On December 4, 2009 before me Raquel L. Soto, Notary Public, personally appeared Shannon Lopez

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature: Raquel L. Soto (Seal)



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
CORPORATE OFFICER

Title(s)

Bid Bond
Title or Type of Document

- PARTNERS LIMITED
GENERAL

2
Number of Pages

- ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

December 4, 2009
Date of Document

SIGNER IS REPRESENTING:
First National Insurance
Company of America

Excel Landscape, Inc.
Signer(s) other than Named Above



POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 10918

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint
*****MARTIN M. DAVIS; PETER M. DAVIS; GEORGE A. DECRISTO; GALE DELO; SHANNON LOPEZ;
KENZIE K. THOMPSON; Redlands, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such Instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 4th day of December 2009



Dexter R. Legg, Secretary

S-1049/DF 3/09

WEB PDF

R.F.P. #E-7/10
EXHIBIT E - cont.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§

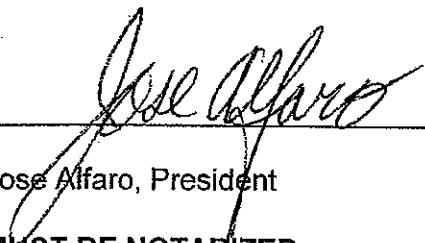
Jose Alfaro, affiant being first duly sworn, deposes and says:

That he is President of **EXCEL LANDSCAPE INC.** the party making the foregoing bid, that the bid is not make in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, of corporation; that the bid is genuine and not collusive of sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and gas not directly or indirectly colluded, conspired, connived, or agreed with any bidder of anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly of indirectly, sought by agreement, communication, of conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit, of cost element of the bid price, or of that of any other bidde4r, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly of indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Jose Alfaro
710 Rimpau Ave, Ste. 108
Corona, CA 92879

951-735-9650

SIGNATURE



Jose Alfaro, President

ALL SIGNATURES MUST BE NOTARIZED

(see Attached Acknowledgement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

On Dec. 10, 2009
Date

before me,

Glenn A. Brady Notary Public
Here Insert Name and Title of the Officer

personally appeared

Jose Alfaro
Name(s) of Signer(s)

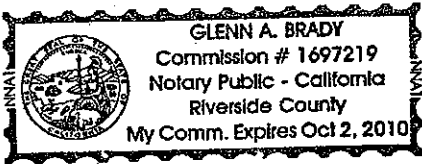
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Glenn A. Brady
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non-collusion affidavit

Document Date: 12-10-2009

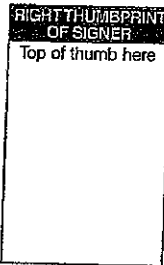
Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jose Alfaro

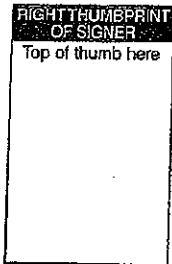
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

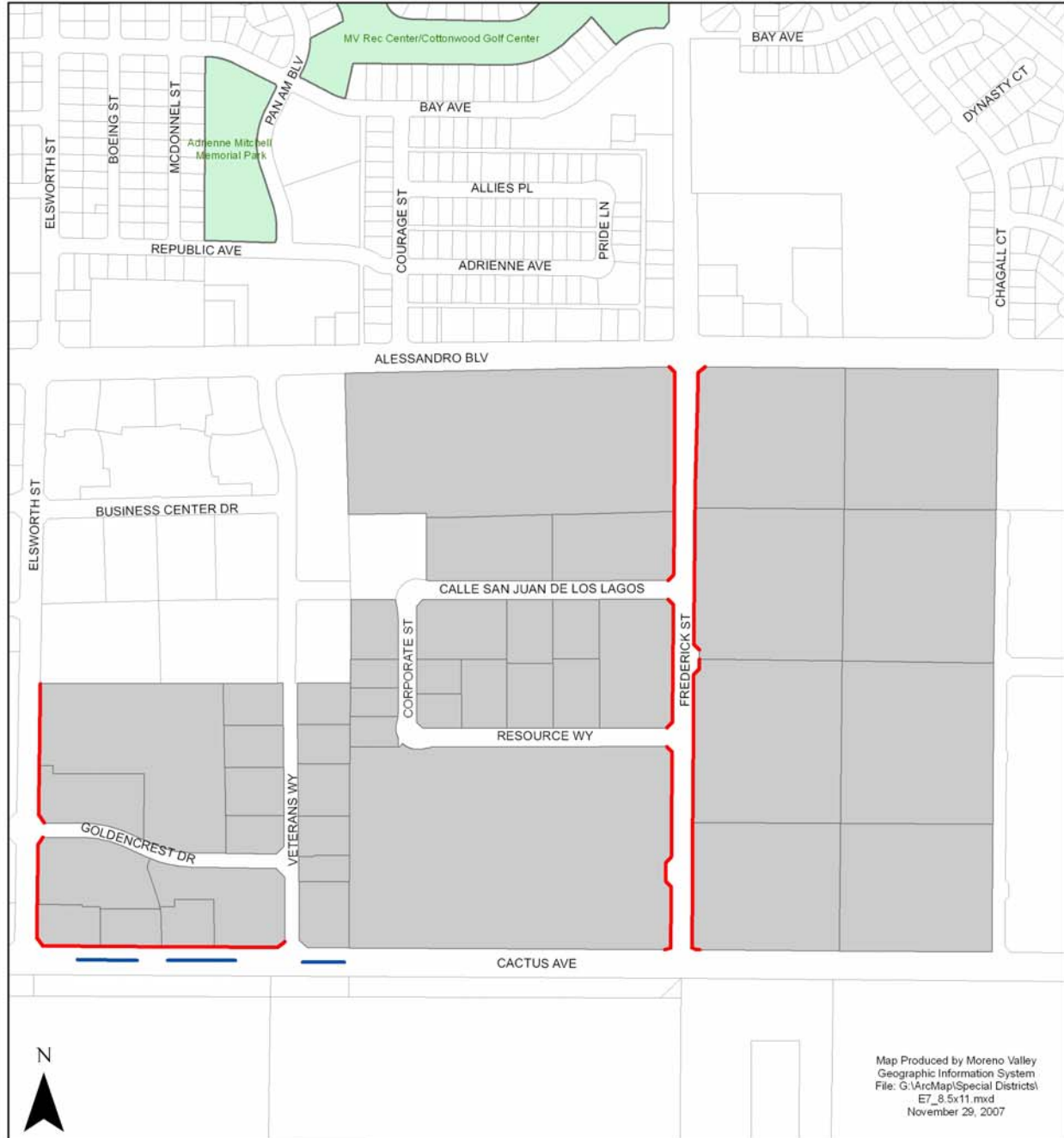


Signer Is Representing: _____

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Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-7 • Centerpointe



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E7_8.5x11.mxd
November 29, 2007

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

- Landscaped Median
- Landscaped Parkway
- Zone E-7 Parcels



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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

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

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: THIRD EXTENSION OF THE AGREEMENT - PROJECT NO. E-16/10 MAINTENANCE OF PARKWAY AND MEDIAN LANDSCAPING AND IRRIGATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Third Extension of the Agreement ("Third Extension Agreement") for Maintenance of Parkway and Median Landscaping and Irrigation Project No. E-16/10, with TruGreen Landcare, 1616 Marlborough Avenue, Suite S, Riverside, CA 92507 for the E-16 (Shadow Mountain) landscaped area.
2. Authorize the City Manager to execute the Third Extension Agreement for E-16/10 with TruGreen Landcare.
3. Authorize the issuance of purchase orders for services beginning July 1, 2013 to TruGreen Landcare in the not-to-exceed (NTE) amount of \$37,040.00 (\$29,820.00 for base services and \$7,220.00 for additional work services).
4. Authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement, including the authority to authorize the associated purchase order (P.O.) in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley Community Services District (CSD) furnishes parkway, median and open space landscape maintenance services to designated tracts and developments. CSD landscape maintenance areas include:

Zone D (landscape maintenance) services to non-specific plan tracts, which are provided at either a standard (DSG-1) or reduced (DSG-2) level of landscape maintenance services.

Zone E (extensive landscape maintenance), provides landscape maintenance services at full (standard) or reduced service levels, for the parkways, medians, and landscaped open space areas of specific plan developments. Zone E areas include: E-1 (Towngate), E-1A (Renaissance Park), E-2 (Hidden Springs), E-3 (Moreno Valley Ranch-West), E-3A (Lasselle Powerline Parkway), E-4 (Moreno Valley Ranch-East), E-4A (Daybreak), E-7 (Centerpointe), E-8 (Promontory Park), E-12 (Stoneridge Ranch), E-14 (Mahogany Fields), E-15 (Celebration), and E-16 (Shadow Mountain).

Zone M (Commercial, Industrial, and/or Multifamily Improved Median Maintenance), provides landscape maintenance of certain landscaped median areas citywide, and

Zone S (Sunnymead Boulevard) provides median and parkway landscape maintenance to certain improvements along Sunnymead Boulevard.

Maintenance provided to the CSD landscaped areas is performed via contract services by professionally licensed and insured contractors that perform landscape or specialty maintenance services. Landscape and landscape related specialty service agreements are awarded through a competitive Request for Proposal (RFP) process and entered into via an Independent Contractor Agreement (Agreement). In accordance with the terms of the Agreement, annual extensions of the Agreement (Extension Agreement) may be entered into up to no more than 4 extensions of the original Agreement, based on services being sufficiently performed at or better than the specifications as outlined in the Agreement, with concurrence of both the CSD (District) and Contractor, at the base rate as provided in the Agreement, plus an additional amount for extra or unanticipated work (additional work amount) that may be performed during the term of the Agreement plus any applicable Extension Agreement.

The Agreement or Extension Agreement includes a not-to-exceed (NTE) amount for base services and an amount anticipated for additional work services. "Base services" include: mowing, edging and trimming of turf grass areas, pruning and trimming of shrubs, bushes and ground coverings in planter areas, litter pick-up and removal within the parkway and/or median landscaped areas, fertilization of turf grass, shrubs/bushes

and groundcovers, and pesticide applications. Base services are performed on a scheduled rotation basis. “Additional work services” include, but are not necessarily limited to, additional labor and material costs for irrigation repairs, plant material replacement, fertilizer applications and the addition of added square footage of landscaped areas to be added to a Zone’s service area at the unit prices for additional work as specified in the Agreement.

DISCUSSION

On December 3, 2009, the Special Districts Division of the Financial and Management Services Department (formerly the Public Works Department) received valid proposals from four (4) landscape maintenance firms in response to a Request for Proposal (RFP) to provide standard maintenance of the landscaped parkways, medians and the irrigation system associated with Zone E-16. On June 21, 2010, upon staff’s evaluation of the proposals and recommendation, the City Engineer, acting in their capacity as the District Engineer to the Moreno Valley CSD, with the approval as to the legal form by the City Attorney, awarded the contract for landscape maintenance of Zone E-16 parkways and medians to TruGreen Landcare, Corona, California (the “Contractor”). The amount of the Agreement for the initial twelve-month term was \$34,320.00 for standard service level landscape maintenance (\$29,820.00 for base services; \$4,500.00 for estimated additional work).

The service levels provided are consistent with the terms of the CSD Zone E General Service Level Guidelines, as listed in the CSD Zone E Service Plan Policy, (adopted by the CSD Board on September 25, 2007, as amended on April 26, 2011). The Contractor has consistently provided satisfactory service in accordance with the terms of the Agreement and as extended per subsequent Extensions of the Agreement, (a First Extension and a Second Extension at the same base as the original Agreement with an increase in the additional work amount) and has agreed to extend the Agreement based upon the same terms in accordance with the standard service level for Zone E-16.

Approval of the Extension Agreement for Fiscal Year 2013/14

Approval of the Third Extension Agreement is being recommended for authorization in the NTE amount of \$37,040.20 (\$29,820.00 for Zone E-16 base maintenance services, and \$7,220.00 for Zone E-16 additional work). This is the third of four possible extensions allowed per the terms of the Agreement.

Authority for City Manager Approval of Extension Agreements for the Balance of Available Extensions to the Agreement.

Pursuant to City Council Resolution No. 2008-115, the City Council shall provide approval of procurements greater than \$100,000. Because the current Procurement Policy (Policy #3.18, Section V.B.3) allows the original agreement to be extended for four additional one-year terms, the total potential value of the Agreement is being taken into consideration when determining signature authority. The following table shows a cumulative overview of the costs for the E-6/10 Agreement, as may be allowed per the

terms of the Agreement. Potential extensions are those extensions which may be allowed, contingent upon satisfactory service by the Contractor and concurrence by the City and Contractor to enter into an extension of the Agreement, or the Agreement as Amended.

E-16/10						
	FY 2010/11 Original Agreement	FY 2011/12 First Extension	FY 2012/13 Second Extension	FY 2013/14 Proposed Third Extension ¹	FY 2014/15 Potential Fourth Extension ²	Cumulative Total
Base	\$ 29,820.00	\$ 29,820.00	\$ 29,820.00	\$ 29,820.00	\$ 29,820.00	\$ 149,100.00
Additional Work	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 7,220.00	\$ 7,220.00	\$ 27,940.00
Total	\$ 34,320.00	\$ 34,320.00	\$ 34,320.00	\$ 37,040.00	\$ 37,040.00	\$ 177,040.00

¹ The additional work amount reflects a proposed increase for additional irrigation services and replants as may be required during FY 2013/14. Previously City staff responded to a majority of the irrigation repair and inspections; however with the decrease in staff, the Contractor is assuming added responsibilities for these services in accordance with the additional work amounts as allowed per the terms of the Agreement.

² Extensions beyond 2013/14 are anticipated, based upon presently known information and may change in the future for reasons including, but not limited to adding additional service area, removing existing service area, and emergency work.

Staff is requesting the City Council authorize the City Manager to approve extensions and any necessary amendments up to, as well as associated purchase orders (P.O.) for all remaining extensions available, in accordance with the terms of the Agreement, subject to the approval of the City Attorney. Such extensions and amendments shall only be entered into upon determination that sufficient funding appropriations and program approvals have been granted by the City Council (CSD Board) and demonstration by the Contractor of having provided satisfactory performance of the services, per the terms of the Agreement in the prior year(s), and both the City and the Contractor mutually agreeing to extend the Agreement.

ALTERNATIVES

1. Approve the Third Extension Agreement for E-16/10 with TruGreen Landcare. in the form attached hereto to provide for the continuation of landscape maintenance services; authorize the City Manager to execute said Third Extension Agreement for E-16/10 with TruGreen Landcare; authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$37,040.00 (\$29,820.00 for Zone E-16 base services and \$7,220.00 for Zone E-16 for additional work services); and authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement and authorize the associated P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative the CSD Board will ensure uninterrupted landscape maintenance and irrigation services be provided to the parkways and medians associated with the Zone E-16 (Shadow Mountain) Specific Plan area.*

2. Do not approve the Third Extension Agreement for E-16/10 with TruGreen Landcare, in the form attached hereto to provide for the continuation of landscape maintenance services; nor authorize the City Manager to execute said Third Extension Agreement for E-16/10 with TruGreen Landcare.; nor authorize issuance of purchase orders for FY 2013/14 in the NTE amount of \$37,040.00 (\$29,820.00 for Zone E-16 base services and \$7,220.00 for Zone E-16 for additional work services); and do not authorize the City Manager to execute subsequent Extensions or Amendments to the Agreement nor authorize subsequent P.O.s as may be required in accordance with the terms of the Agreement, subject to the approval of the City Attorney. *By selecting this alternative, there will be an interruption in landscape maintenance and irrigation services provided to the parkways and medians associated with the Zone E-16 (Shadow Mountain) landscaped areas, which will prevent necessary landscape maintenance services from being performed.*

FISCAL IMPACT

Administration and maintenance of Zone E is funded through a property owner approved parcel charge, which is levied and collected on the property tax bills. Revenue from the parcel charges collected for Zone E-16 may only be used for landscape maintenance services associated with the parkways and medians in Zone E-16. **The costs for the maintenance services have been budgeted, respectively, for this Zone for the coming fiscal year. This action will not impact the City's General Fund.**

The following table represents the base and additional work costs for FY 2013/14 associated with the E-16/10 Third Extension Agreement for Zone E-16.

Service Area (Zone)	Contractor	GL Account	2013/14 Base Agreement Amount	2013/14 Additional Work Agreement Amount	2013/14 Total Agreement Amount
E-16	TruGreen Landcare	5013-30-79-25718-620910	\$ 29,820.00	\$ 7,220.00	\$ 37,040.00

CITY COUNCIL GOALS

Community Image and Positive Environment:

City Council in their capacity as the CSD Board will allow for the continued promotion of community image, as well as neighborhood pride and cleanliness, through continued maintenance of parkways and medians of CSD maintained landscaped areas by approval of this item.

NOTIFICATION

N/A

ATTACHMENTS

1. Attachment 1 – Third Extension Agreement for E-16/10 for FY 2013/14
2. Attachment 2 – Extension to the Agreement (Second Extension Agreement) for E-16/10 for FY 2012/13
3. Attachment 3 – Extension to the Agreement (First Extension Agreement) for E-16/10 for FY 2011/12
4. Attachment 4 – Agreement for E-16/10 for FY 2010/11
5. Attachment 5 – Site Map – Zone E-16 (Shadow Mountain)

Prepared By:
 Sharon Sharp
 Senior Management Analyst

Department Head Approval:
 Richard Teichert
 Chief Financial Officer

Concurred By:
 Candace Cassel
 Special Districts Division Manager

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

THIRD EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

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

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 21, 2010, referencing Project No. E-16/10 for the maintenance of parkway and median landscaping, and irrigation systems associated with Project No. E-16/10 Maintenance of Parkway and Median Landscaping and Irrigation for Zone E-16; and,

WHEREAS, landscape maintenance services provided during the initial term of the Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (First Extension Agreement), for the term of July 1, 2011 to June 30, 2012; and,

WHEREAS, landscape maintenance services provided during the term of the First Extension Agreement were sufficiently performed, and both District and Contractor mutually agreed to enter into an extension of the Agreement (Second Extension Agreement), for the term of July 1, 2012 to June 30, 2013; and,

WHEREAS, landscape maintenance services as provided under the Second Extension Agreement are being sufficiently performed; and,

WHEREAS, pursuant to the terms of the Agreement, both parties wish to further extend the Agreement (Third Extension Agreement); and,

WHEREAS, the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The Third Extension Agreement period shall commence on **July 1, 2013** and shall terminate on **June 30, 2014**.
2. In accordance with Exhibit D.,1., b., of the Agreement, this Third Extension Agreement shall be considered the third of four possible extensions of the Agreement.

THIRD EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

3. For the period of this Third Extension Agreement and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for work (labor, materials, supplies, equipment, etc.) performed under this Third Extension Agreement for maintenance of the parkway and medians of E-16 consistent with the payment terms (Exhibit C) of the Agreement in the total amount of **TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS (\$2,485.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **TWENTY-NINE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS (\$29,820.00)**.
4. Notwithstanding Exhibit E, Additional Work Price List, B., of the Agreement, the unit cost set forth in the Additional Work Price List for any landscape areas added to the project during the period of this Third Extension Agreement shall be as follows:
 - a. Additional parkway areas, planters (trees up to 18-foot height, as applicable). **\$0.023/sq.ft./mo.**
 - b. Additional parkway areas, turf (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.020/sq. ft./mo.**
5. Notwithstanding Exhibit C., 2., e., of the Agreement, for the period of this Third Extension Agreement and except as specifically approved by subsequent action of the CSD Board or City Manager, as directed by the CSD Board, the Director (the Chief Financial Officer/City Treasurer or their designated appointee) may not authorize additional work pursuant to this Third Extension Agreement or the original Agreement in excess of the cumulative total of **SEVEN THOUSAND TWO HUNDRED TWENTY AND 00/100 DOLLARS (\$7,220.00)**.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

THIRD EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

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

City of Moreno Valley

Contractor: TruGreen Landcare

By: _____
Title: City Manager, Acting in the capacity of
District Manager to the Moreno Valley
Community Services District

By: _____
Title: (President or Vice President)

Date: _____

Date: _____

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

By: _____
Title: Corporate Secretary or
Assistant Secretary

Date: _____
Affix Corporate Seal Below

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EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

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

WHEREAS, the District and Contractor entered into an independent contractor agreement, hereinafter referred to as "Agreement", dated June 21, 2010, referencing Project No. E-16/10 for the maintenance of parkway and median landscaping and irrigation systems associated with the District's E-16 Shadow Mountain landscape service area.

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement.

WHEREAS, the Extension of the Agreement shall be extended for a period of twelve (12) months under the following terms:

1. The extension period shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**.
2. In accordance with Exhibit D, Section 1b of the Agreement, this Extension shall be considered the second of four possible extensions of the Agreement.
3. For the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension for maintenance of the parkway and medians consistent with the terms of the Agreement in the total amount of **TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS (\$2,485.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **TWENTY-NINE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS (\$29,820.00)**.
4. Notwithstanding Exhibit E of the Agreement, Additional Work Pricing of the Agreement, the unit cost set forth in the Additional Work Price List, Exhibit E, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:
 - a. Additional parkway areas, planters (trees up to 18-foot height, as applicable). **\$0.023/sq.ft./mo.**
 - b. Additional parkway areas, turf (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.020/sq. ft./mo.**

EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

5. Notwithstanding Exhibit C., Numeral 2, Letter e. of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the City Council, the Director (the Public Works Director/City Engineer or his designated appointee) may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$4,500.00)**.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

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

City of Moreno Valley
By: *Richard Tucker*
Title: Financial & Administrative Services
Director, acting in the capacity of Chief
Fiscal Officer to the Moreno Valley
Community Services District

Contractor: TruGreen Landcare
By: *[Signature]*
Title: (President or Vice President)
Tim Martinez, Region Manager

Date: *7/9/12*

Date: *5/28/12*

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
Deputy City Attorney

7-9-12
Date

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

7/10/12
Date

By: _____
Title: Corporate Secretary or
Assistant Secretary

Date: _____
Affix Corporate Seal Below

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EXTENSION AGREEMENT
PROJECT NO. E-16/10
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and TRUGREEN LANDCARE (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 21, 2010 referencing Project No. E-16/10 regarding landscaping and irrigation maintenance (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012**.
2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first extension of the Agreement AND THE Agreement may be extended for up to three (3) additional twelve (12) month periods with the concurrence of both parties.
3. Notwithstanding Exhibit C paragraph 1(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS (\$2,485.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **TWENTY-NINE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS (\$29,820.00)**
4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:
 - a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **\$ 0.02/sq. ft./mo.**
 - b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **\$0.023/sq. ft./mo.**
5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$4,500.00)**.
6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

Dated: 6/30/11

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: Richard Beckett 7/2/11

Public Works Director, acting in the capacity of
Financial & Administrative Services Director,
acting in the capacity of Chief Fiscal Officer
to the Moreno Valley Community Services
District

CONTRACTOR:

Signature

Manuel Mendes
Signature

Printed Name

MANUEL MENDES
Printed Name

Title

BRANCH MANAGER
Title

Company Name

(Corporate Seal)

INTERNAL USE ONLY	
ATTEST:	
_____	City Clerk
APPROVED AS TO LEGAL FORM:	
_____	City Attorney
<u>6/27/11</u>	Date
RECOMMENDED FOR APPROVAL:	
_____	Department Head
<u>6/30/11</u>	Date

TRUGREEN LandCaresm

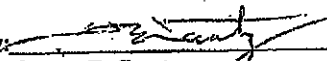
DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for the City of Moreno Valley R.F.P. #E-16/10 - Maintenance of Parkway and Median Landscaping and Irrigation for Shadow Mountain entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on November 30, 2010.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: 
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: November 30, 2009

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, Letha W. Sanders, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainer, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

STATE
OF
TENNESSEE
NOTARY
PUBLIC

SHELBY COUNTY

WITNESS my hand, at office, this 30th day of November, 2009.

My Commission Expires: September 26, 2012
Notary Public

My Commission Expires: _____

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Moreno Valley Community Services District
 R.F.P. # E-16/10
 Shadow Mountain

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of the day signed by the Public Works Director (acting in the capacity of District Engineer to the Moreno Valley Community Services District), or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name: TruGreen Landcare
 Address: 1616 Marlborough Ave. Bld. S
 City: Riverside, Ca 92507
 Business Phone: 951-688-6880 Fax No.: 951-686-1436
 Other Contact Number: _____
 Social Security Number: _____
 Business License Number: 07754
 Federal Tax I.D. Number: 36-4313318
 Contractors' License Number & Classification: 774548 C-27, C-61, D-49

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service, performance specifications, and/or additional terms and conditions are described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The District's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Contractor Starting Date is July 1, 2010 and the Contractor Ending Date is June 30, 2011. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

R.F.P. # E-16/10

performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal submittal documents, including but not limited to the Notice Requesting Proposals, Instruction To Proposers, Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. **STANDARD TERMS AND CONDITIONS:**

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

R.F.P. # E-16/10

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors..

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

R.F.P. # E-16/10

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/RDA/District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.

By: _____ Date: _____

(Risk Manager)

Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

R.F.P. # E-16/10

- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- J. Termination.
- a. Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the District terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.
 - b. The District may terminate this Agreement without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Agreement. No officer or employee of the District or City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

R.F.P. # E-16/10

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: TruGreen Landcare
Riverside, CA 92507
951-688-6880
[Telephone number]
951-686-1436
[Fax number]

With a copy to:

[Attorney for Contractor, if applicable]

[Street Address]

[Post Office Box, if applicable]

[City, State, Zip Code]

[Telephone number]
() _____
[Fax number]
() _____

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto
Telephone number: (951) 413-3480
Fax Number: (951) 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: (951) 413-3036
Fax number: (951) 413-3034

SIGNATURE PAGE TO FOLLOW

R.F.P. # E-16/10

Moreno Valley Community Services District

Contractor

By: [Signature]
Public Works Director, acting in the
capacity of District Engineer to the
Moreno Valley Community Services District

By: [Signature]
Title: BRANCH MANAGER
Date: 5-20-10

Date: 6/21/10

By: _____
Title: _____
Date: _____

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]

City Attorney

6-17-10

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachments

Project No. E-16/10
R.F.P. # E-16/10
EXHIBIT A

1. SCOPE OF WORK

- a. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Contract Exhibit A.
- b. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.
- c. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- d. The Contractor shall be responsible for carefully reviewing the site(s), and verifying that all areas include the square footage noted for each location of proposed work. The Contractor shall not be relieved of his or her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

2. SCHEDULING OF WORK

- a. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.
- b. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of

R.F.P. # E-16/10
EXHIBIT A – cont.

the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Section N. of the Agreement, at least ten (10) working days prior to commencing work per the proposed revisions.

- c. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.
- d. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.
- e. The Contractor shall notify the Director in writing at least five (5) days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:
 1. Fertilization;
 2. Turf Aeration;
 3. Application of pesticides by any method;
 4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended methods of execution, materials to be used, and the dates for commencement, and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

- f. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to so advise the District may be cause for assessment of non-performance penalties, per Exhibit C, Section 4.
- g. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays. The hours of maintenance service shall be 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule approved the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior approval of the Director.

R.F.P. # E-16/10
EXHIBIT A – cont.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24
Christmas	December 25

If a holiday falls upon a Sunday, the following Monday shall be the date the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

- a. The Director and Contractor shall conduct an inspection of all sites covered under this Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Agreement. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.
- b. The Contractor shall maintain on an ongoing basis a monthly log that records all work performed by Contractor. Said log shall be in a form and content acceptable to the Director (see Contract Documents, Appendix B), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.
- c. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation

R.F.P. # E-16/10
EXHIBIT A – cont.

systems to check for proper condition, and reliability. Additionally, the Director may require Contractor to attend meetings with District field staff at some fixed interval to review Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings, may result in the assessment of non-performance penalties per Exhibit C., Section 4.

- d. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in Contractor's firm name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Section 3., paragraph e. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, two-way radio, pager, or car phone. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service, and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.
- e. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:
- | | |
|-----------------------------|--|
| 1. City Manager | 5. Special Districts Division Manager |
| 2. Director of Public Works | 6. Landscape Districts Program Manager |
| 3. Police Department | 7. Senior Landscape Services Inspector |
| 4. Fire Department | 8. Landscape Services Inspector |
| | 9. Street Maint. Supervisor |

R.F.P. # E-16/10
EXHIBIT A – cont.

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2., paragraphs a. and b., unless said emergency is determined to have been caused by an act or omission attributable to Contractor.

4. CONTRACTOR'S STAFF

- a. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- b. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- c. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the District.
- d. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to proper shoes, other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements, and wearing of proper clothing.

Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

- e. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

R.F.P. # E-16/10
EXHIBIT A – cont.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards, and its branch offices.

6. COMPLAINTS

- a. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3., paragraph a.
- b. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above.
- c. In addition to the provisions of Section 6., paragraph a. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

- a. The Contractor agrees to perform all work outlined in these Specifications in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all

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EXHIBIT A – cont.

applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

- b. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2003 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between 3:30 p.m. and 6:00 p.m.

- c. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3., paragraph b. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- d. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) days following the occurrence.

- e. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3. of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section of the General Provisions may result in contract termination, per Agreement, Section J.

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EXHIBIT A – cont.

8. USE OF CHEMICALS

- a. Before the beginning of the contract period, the Contractor shall submit a list of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).
- b. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- c. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.
- d. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3., paragraph b. above. This report shall include: date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.1, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management, and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

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EXHIBIT A – cont.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

a. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the period of work on this contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

b. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

a. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this contract, as required by California Labor Code Section 1776.

b. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

c. The District may withhold from Contractor's progress payments the penal sum of \$25.00 per calendar day (or portion thereof) for each workman employed in connection with this contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

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EXHIBIT A – cont.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

- a. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;
- b. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

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

15. CONTRACTOR'S LIABILITY

- a. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.
- b. Repairs made to sites and site appurtenances that are damaged as a result of Acts of God, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2., paragraphs a. and b.

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EXHIBIT A – cont.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

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EXHIBIT A – cont.

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TECHNICAL PROVISIONS - LANDSCAPE

1. TURF CARE

- a. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days-weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- b. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.
- c. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.
- d. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.
- e. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.
- f. Mowing height for cool season grasses shall not exceed three inches (3")
- g. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.
- h. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.
- i. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.
- j. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

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EXHIBIT A – cont.

- k. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.
- l. Fertilization: See Technical Provisions - Fertilization, Section 1., paragraphs a. through f.
- m. Pest control: See Technical Provisions - Pesticide Use, Section 4., paragraphs a., b, and c.
- n. Aeration:
 - 1. All turf areas shall be aerated two (2) times annually;
 - 2. Aeration shall be done in the spring and fall, or as directed by District field staff;
 - 3. Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch ($\frac{1}{2}$ "), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;
 - 4. Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;
 - 5. Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;
 - 6. Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions - Fertilization Specifications, Section 1., paragraphs a. (Table I), b., c., d., and e.
- o. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2., paragraphs a. and b.

2. TREE CARE

- a. All trees are to be maintained in a manner that will promote normal, healthy growth.
- b. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2., paragraphs a., and b.

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EXHIBIT A – cont.

- c. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with ANSI 300-2001, (or most current revision); safety requirements shall be per ANSI Z133-1994 (or most current revision) standards.
- d. Any tree shall be pruned at any time in order to:
 - 1. Remove dead, diseased, or damaged branches;
 - 2. Remove unwanted encroachments into public and/or utility rights-of-way;
 - 3. Correct any condition which the Director has deemed to be hazardous.
- e. Trees up to eighteen feet (18') in height shall:
 - 1. Be pruned to enable successful adaptation to their particular site situation;
 - 2. Have no more than one-third (1/3) of living branches removed annually;
 - 3. Be fertilized only as directed by District field staff.
- f. Trees over eighteen feet (18') in height shall:
 - 1. Be inspected annually;
 - 2. Pruned and/or trimmed as necessary to maintain proper site orientation;
 - 3. Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - 4. Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
- g. Pruning tools shall:
 - 1. Be kept properly sharpened, and in proper working order;
 - 2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

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EXHIBIT A – cont.

- h. The following practices shall not be allowed:
1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");
 2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;
 3. Use of pruning paint/pruning compound/wound dressing;
 4. Use of climbing spurs or gaffs.
- i. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.
- j. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.
- k. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
- l. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a. through d., below.

3. SHRUB CARE

- a. All shrubs are to be maintained in a manner that will promote normal, healthy growth.
- b. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').
- c. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.
- d. Any shrub shall be pruned and/or trimmed at any time in order to:
 1. Remove dead, diseased, or damaged branches;
 2. Remove unwanted encroachments into public and/or utility rights-of-way;

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EXHIBIT A – cont.

3. Correct any condition which the Director has deemed to be hazardous.

e. Shrubs shall be pruned:

1. To enable successful adaptation to their particular site situation;
2. Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;
3. As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

f. Pruning tools shall:

1. Be kept properly sharpened, and in proper working order;
2. Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

g. The following practices shall not be allowed:

1. Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") will be done only when authorized by the Director on a site-specific basis.
2. Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.
3. Use of pruning paint/pruning compound/wound dressing.

h. Fertilization: See Technical Provisions - Fertilization, Section 2., paragraphs a. through e., below.

i. Pest control: See Technical Provisions – Pesticide Use, Section 3., paragraphs a., b., c., and d.

4. GROUND COVER CARE

- a. All ground covers are to be maintained in a manner that will promote normal, healthy growth.
- b. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed \pm one foot (1').

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EXHIBIT A – cont.

- c. Ground covers shall be pruned/trimmed at any time in order to:
 1. Remove dead, diseased, or damaged branches/crowns;
 2. Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);
 3. Correct any condition which the Director has deemed to be hazardous.
- d. Ground covers shall be pruned/trimmed/renovated:
 1. To enable successful adaptation to their particular site situation;
 2. In accordance with accepted practices for the particular species in question;
 3. As often as is necessary to accomplish the results intended in paragraphs 1. and 2. above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- e. Pruning tools shall:
 1. Be kept properly sharpened, and in proper working order;
 2. Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.
- f. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.
- g. Fertilization: See Technical Provisions - Fertilization, Section 2., Paragraphs a. through e.
- h. Pest control: See Technical Provisions - Pesticide Use, Section 3., paragraphs a., b., c., and d.

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EXHIBIT A – cont.

5. WEED CONTROL

- a. All weeds shall be continuously controlled at all sites.
- b. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.
- c. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.
- d. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.
- e. Chemical weed control: See Technical Provisions – Pesticide Use, Section 3., paragraph a.
- f. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

6. IRRIGATION

- a. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.
- b. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.-Functions and Responsibilities, paragraph c., above. Said maintenance shall include, but not limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

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EXHIBIT A – cont.

- c. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1., paragraph b. Repairs due to vandalism, theft, and acts or omissions by third parties in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2., paragraph a.
- d. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
- e. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.
- f. Automatic irrigation systems shall:
 - 1. Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per week;
 - 2. Be turned off during periods of rainfall, or as directed by District field staff;
 - 3. Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.
- g. Manually operated irrigation systems shall:
 - 1. Be operated only when Contractor's personnel are present on site;
 - 2. Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;
 - 3. Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.
- h. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

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EXHIBIT A – cont.

- i. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

7. DEBRIS/LITTER

- a. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.
- b. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.
- c. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- d. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2., paragraphs a. and b.
- e. The Contractor shall dispose of all debris and litter as described in paragraphs a. and b. above off-site, and in a legal manner.
- f. The Contractor shall notify the Director **immediately** whenever suspected hazardous waste materials are discovered on service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.
- g. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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EXHIBIT A – cont.

8. GREENWASTE RECYCLING

- a. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
- b. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.
- c. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
- d. The Contractor shall submit a Monthly Greenwaste Report (see Contract Documents-Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities, paragraph a., above. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.
- e. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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EXHIBIT A – cont.

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TECHNICAL PROVISIONS - FERTILIZATION

1. TURF FERTILIZATION

- a. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft.	
			Lbs. of Actual N	Amt. of Fertilizer
JAN	-	-	-	-
FEB	-	-	-	-
MAR	-	-	-	-
APR	-	-	-	-
MAY	-	-	-	-
JUNE	-	-	-	-
JULY	-	-	-	-
AUG	-	-	-	-
SEPT	-	-	-	-
OCT	-	-	-	-
NOV	-	-	-	-
DEC	-	-	-	-

These fertilizers to contain micronutrients including iron. See following section on fertilizers

† See General Provisions, Section 4., paragraph K., and Landscape Maintenance Specifications, Section 1., paragraph n., items 1. through 6.

‡ See Fertilization Specifications, Section 1., paragraphs c. and d. below.

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EXHIBIT A – cont.

- b. Per Technical Provisions – Landscape Section 1.n.6., a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- c. Humus base fertilizers to be applied by drop spreader only.
- d. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).
- e. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.
- f. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals, paragraph a. above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b. above.
- g. Written notification is required to Director five (5) days prior to fertilizer application.

2. SHRUB & GROUND COVER FERTILIZATION

- a. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Apps.	Type of Fertilizer	Rates per 1000 sq. ft.	
			Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs
SEPT	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal

R.F.P. # E-16/10
EXHIBIT A – cont.

- b. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.
- c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.
- d. Written notification is required to Director five (5) days prior to fertilizer application.
- e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

3. TREE FERTILIZATION

- a. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
- a. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.
 - 1. Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.
 - 2. Absolutely no injecting or drilling into tree trunk will be allowed.
 - 3. Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.
 - 4. Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.
- c. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said contract, per Section 8. – Use of Chemicals, paragraph a., above. Any changes to said list shall be reported per Section 8. – Use of Chemicals, paragraph b., above.
- d. Written notification is required to Director five (5) days prior to fertilizer application.
- e. For fertilizer application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.

R.F.P. # E-16/10
EXHIBIT A – cont.

R.F.P. # E-16/10
TECHNICAL PROVISIONS – PESTICIDE USE

1. GENERAL

- a. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.
- b. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Agreement.
- c. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.
- d. Before the beginning of contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said contract, per Section 8., paragraph a., above. A valid written pesticide use recommendation for each pesticide so listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, paragraph b., above, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.
- e. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

R.F.P. # E-16/10
EXHIBIT A – cont.

2. REPORTING SPECIFICATIONS

- a. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.
- b. For pesticide application reporting specifications, see Section 3., paragraph b., and Section 8. – Use of Chemicals, paragraph d., above.
- b. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

a. Weed Control

1. All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice annually, as determined by the Director.
2. Appropriate chemical control must be used on the following weeds. This list is inclusive; other species may be added by the Director as necessary.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

3. Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

R.F.P. # E-16/10
EXHIBIT A – cont.

b. Snail Control

1. Snails shall be controlled on a regular basis on the following plant species:
 - Agapanthus africanus;
 - Aptenia sp.;
 - Gazania sp.;
 - Hemerocallis sp.
2. Snails shall be controlled on an as needed basis on all other plant material.
3. Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

c. Insect and Disease Control

1. The Director may require that tree species which are being subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
2. The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
3. The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
4. The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.
5. All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2., paragraph a.

R.F.P. # E-16/10
EXHIBIT A – cont.

d. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notice from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

4. TURF - PESTICIDE USAGE CRITERIA

a. Weed Control

1. When Director determines that turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications.
2. All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use.
3. Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 2., paragraph a.

b. Insect and Disease Control

1. All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed.
2. All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director.

c. Vertebrate Pest Control

1. All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notice from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4., paragraph a.

PROJECT LOCATION MAP ON FOLLOWING PAGE

R.F.P. # E-16/10

EXHIBIT B
District Responsibilities

1. CONTRACT SUPERVISION

- a. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his delegated representative(s), hereinafter designated as "Director."
- b. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity, and communications), and to maintain their appurtenances (i.e., water and electrical meters, backflow devices). The District will pay the costs of water, electricity, and communications used in the sites covered by this Contract. The Contractor shall report to the Director any interruption of these services for whatever reason immediately upon Contractor's observation of same.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

- a. The District shall maintain in full force and effect throughout the entire term of the contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this contract.
- b. Director must give consent in writing prior to application of any Category I pesticide.

Project No. E-16/10
R.F.P. # E-16/10
EXHIBIT C

Payment Terms

1. CONTRACTOR'S COMPENSATION

- a. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports of: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until aforesaid reports have been submitted, and approved.
- b. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of TWO THOUSAND FOUR HUNDRED EIGHTY FIVE dollars and 00/100 (\$2,485.00) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed TWENTY NINE THOUSAND EIGHT HUNDRED TWENTY dollars and 00/100 (\$29,820.00), except as provided for in Section 2., paragraph c. below.
- c. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

- a. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Said Additional Work shall include: Section 2., paragraph c. below ("Additional Landscape Areas"), and; Exhibit A work tasks described as Additional Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Additional Work Price List, Sections A., B., or C., or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined

R.F.P. # E-16/10
EXHIBIT C – cont.

by the Director. Except as set forth in Section 2., paragraph b. below, the Contractor shall not perform any such Additional Work without first obtaining express authorization from the District.

- b. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the District for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.
- c. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Additional Work Price List, Section B., shall be prorated from the day the Contractor commences work on the additional areas.
- d. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Additional Work Price List, Section A. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and 2) vandalism, theft, and acts or omissions by third parties up to the amount of 11 percent of Contractor's monthly base price as set forth in subsection 1.b. above.
- e. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs a., b., and c. above in excess of the cumulative total of \$4,500.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

- a. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is

R.F.P. # E-16/10
EXHIBIT C – cont.

incomplete;

- b. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or frequencies set forth therein, or; perform work required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of \$100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the District, or of the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from District, will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

Project No. E-16/10
R.F.P. # E-16/10
EXHIBIT D

Term of Contract

1. TERM OF CONTRACT

- a. Following approval by both parties, the Contract will commence on July 1, 2010 and shall terminate twelve (12) months thereafter.
- b. At the expiration of its term, the Contract may be extended for up to four additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph b.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement, or any extension thereof.
- c. In considering the option to extend the Contract, as set forth in paragraph b. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work, or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

- d. At the expiration of its term, the Contract may, with the concurrence of both parties, be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph d.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Agreement, or any extensions thereof.
- e. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Community Services District does not grant necessary funding appropriations and/or program approval, then the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

R.F.P. # E-16/10
EXHIBIT E - cont.

SCHEDULE II

BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

<u>SITE</u>	<u>COST PER MONTH</u>	<u>COST FOR TWELVE MONTHS</u>
DESIGNATED E-16 PARKWAYS & MEDIANS	<u>2485 .00</u>	<u>29,820 .00</u>
TOTALS	<u>2485 .00</u>	<u>29,820 .00</u>

Total Proposal Amount in figures: \$ 29,820 and 00 /100's Dollars

Total Proposal Amount in words: Twenty-nine thousand, eight hundred and twenty and 00 /100's Dollars

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway irrigation and landscaping as set forth in Exhibit A of this contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 has/have been received and is/are made a part of this proposal.

Samuel J. Jendry - BRANCH MANAGER 12-2-09
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

R.F.P. # E-16/10
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

- A. Prices for Emergency Work, Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A., Section 3., paragraph e., and; Exhibit C., Section 2., paragraphs a. through d.

UNIT PRICES

1.	Pop-up sprink. In place:	4"	@	\$	<u>9.00</u>	ea
		6"	@	\$	<u>13.00</u>	ea
		12"	@	\$	<u>20.00</u>	ea
2.	Pop-up gear drive sprink. In place:	4"	@	\$	<u>17.00</u>	ea
		12"	@	\$	<u>30.00</u>	ea
3.	Fixed Shrub sprink. In place:		@	\$	<u>6.00</u>	ea
4.	Fixed shrub gear drive sprink. In place:		@	\$	<u>15.00</u>	ea
5.	1 gal. shrub/vine/ground cover in place		@	\$	<u>8.00</u>	ea
6.	5 gal. shrub/vine/ground cover in place		@	\$	<u>25.00</u>	ea
7.	5 gal. tree in place (stakes incl)		@	\$	<u>32.00</u>	ea
8.	15 gal. tree in place (stakes incl)		@	\$	<u>80.00</u>	ea
9.	24" box tree in place (stakes incl)		@	\$	<u>275.00</u>	ea
10.	36" box tree in place (guy wires incl)		@	\$	<u>675.00</u>	ea
11.	Flat of ground cover in place		@	\$	<u>23.00</u>	ea
12.	Planter bed mulch in place		@	\$	<u>38.00</u> /cu. yd	
13.	Additional labor		@	\$	<u>30.00</u> /man hour	
14.	Additional supervision		@	\$	<u>45.00</u> /man hour	
15.	Additional Irrigation Technician		@	\$	<u>60.00</u> /man hour	

PROPOSER: TRUGREEN LANDCARE
(Company Name)

R.F.P. # E-16/10
EXHIBIT E - cont.

ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

COST SECTION A, (ADD ITEMS 1 THROUGH 15:
FROM PREVIOUS PAGE) \$ 1401.00

ROUTINE IRRIGATION REPAIR PRICES

A. Irrigation repair parts for routine repairs @ cost plus 15 %

COMPUTE TOTAL COST, SECTION A:

STEP 1: MULTIPLY "COST SECTION A" BY THE "COST PLUS" PERCENTAGE ENTERED FOR ITEM A. 18. ABOVE

STEP 2: ADD THE COMPUTATION RESULT TO "COST SECTION A" AND ENTER BELOW

TOTAL COST OF SECTION A = \$ 1611.15

B. Unit prices for Additional Work (additional landscape areas) per Section 3., paragraph f.

- 1. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ ~~0.020~~ /sq. ft./mo.
0.023 (mm)
- 2. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). \$ 0.020 /sq. ft./mo.

TOTAL COST SECTION B:
ITEMS 1 & 2 ABOVE = \$ 0.043

C. Any other Additional Work shall be quoted per Section 3., paragraph d. of the Terms & Conditions. TOTAL ADDITIONAL WORK PRICE COST:

SUM OF TOTAL COSTS FOR SECTIONS A & B = \$ 1611.193

PROPOSER: TRUGREEN LANDSCAPE
(Company Name)

R.F.P. # E-16/10
EXHIBIT E - cont.

CONTRACT PROPOSAL

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM BASE COMPENSATION SHEET):

Twenty-nine thousand, eight hundred and twenty and zero/100's dollars
(Dollar Amount in Words)

\$ 29,820.⁰⁰/100
(Dollar Amount in Figures)

TOTAL ADDITIONAL WORK PRICE COST (FROM ADDITIONAL WORK PRICE LIST):

One thousand, six-hundred-eleven and nineteen/100's dollars
(Dollar Amount in Words)

\$ 1611.193/100
(Dollar Amount in Figures)

TOTAL COMBINED BASE COMPENSATION AMOUNT AND ADDITIONAL WORK PRICE COST:

Thirty-one thousand, four hundred-thirty one and nineteen/100's dollars
(Dollar Amount in Words)

\$ 31,431.19
(Dollar Amount in Figures)

Date: 12-2-09

Proposer: TRUGREEN LANDCARE
(Company Name)

By: Ganuel Mendez
(Signature)

Title: BRANCH MANAGER

State License Number and Classification: 774548 C-61, D-49, C-27

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF _____

(Corporate Seal) PRESIDENT _____
SECRETARY _____

R.F.P. # E-16/10
EXHIBIT E - cont.

AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for _____, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 12-2-09

Signature of Proposer *Samuel Mendez*

By TRUGREEN LANDCARE

Address of Proposer 1616 Marlborough Av. Bld.S
Riverside, CA. 92507

Telephone Number of Proposer (951) 688-6880

Names and Addresses of Members of the Firm:

(If a Corporation)

Signature of Proposer _____

By _____

Title _____

Business Address _____

R.F.P. # E-16/10
EXHIBIT E – cont.

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of California

State License Number and Classification 774548 C-27, D-49

PRESIDENT _____

SECRETARY _____

TREASURER _____

(Corporate Seal)

TRUGREEN LandCaresm

DESIGNATION OF REPRESENTATIVE

I, Thomas E. Courtney, Vice President & Associate General Counsel of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Manny Mendes, Branch Manager, TruGreen LandCare, 1616 Marlborough, Building S, Riverside, California 92507 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of the contract for the City of Moreno Valley R.F.P. #E-16/10 - Maintenance of Parkway and Median Landscaping and Irrigation for Shadow Mountain entered into on behalf of the Company with the Moreno Valley Community Services District.

This Designation of Representative expires at midnight on November 30, 2010.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: 
Thomas E. Courtney
Vice President & Associate General Counsel

Dated: November 30, 2009

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, Letha W. Sanders, a Notary Public for said State and County, personally appeared THOMAS E. COURTNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President & Associate General Counsel of TruGreen LandCare L.L.C., a Delaware limited liability company, the General Partner of TRUGREEN LANDCARE, the within named bargainer, a California general partnership, and that he as such Vice President & Associate General Counsel, executed the foregoing instrument for the purposes therein contained.

STATE
OF
TENNESSEE
NOTARY
PUBLIC

WITNESS my hand, at office, this 30th day of November, 2009.

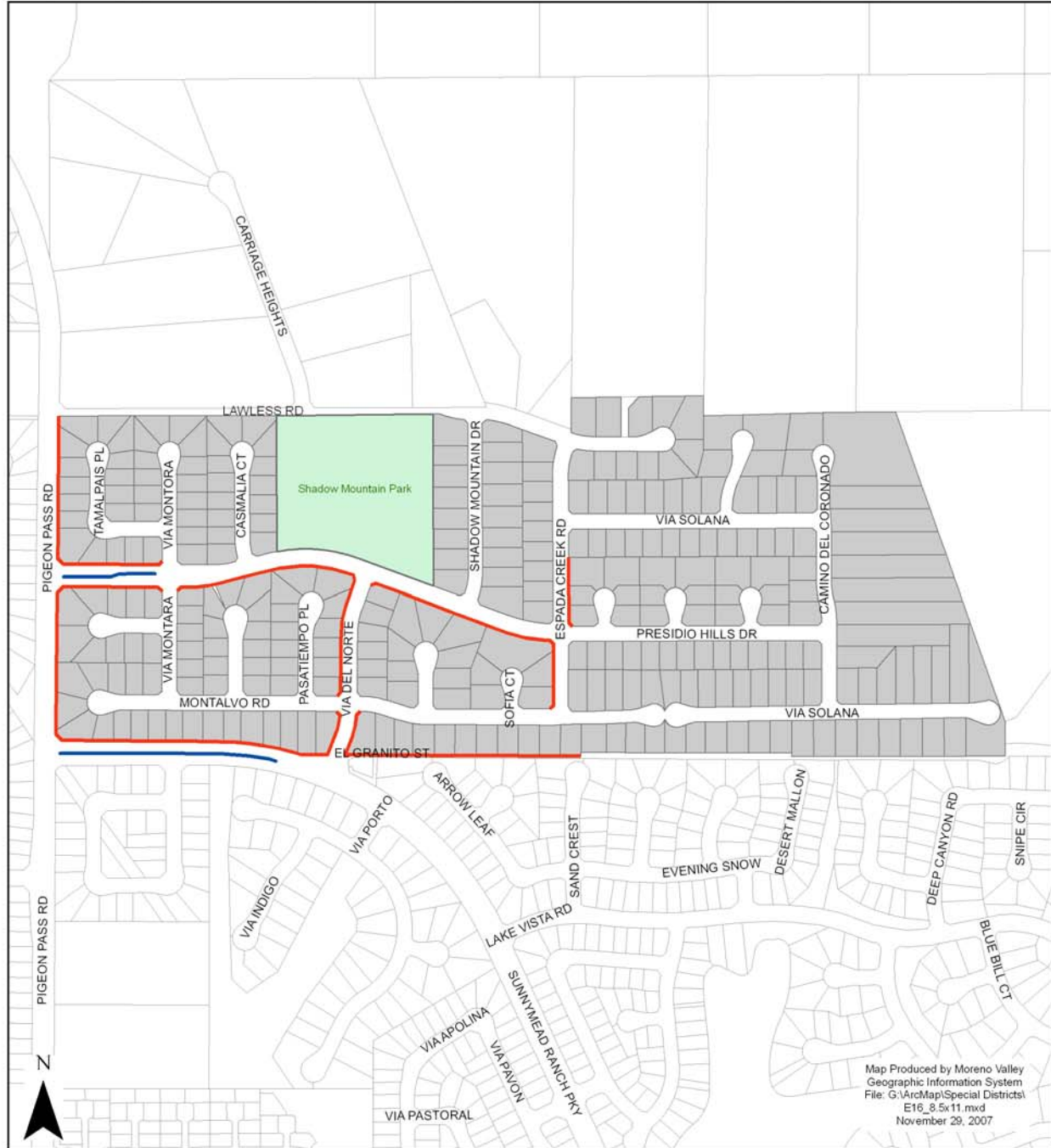
My Commission Expires: September 26, 2012
Notary Public

My Commission Expires: _____

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Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-16 • Shadow Mountain



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E16_8.5x11.mxd
November 29, 2007

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

- Landscaped Median
- Landscaped Parkway
- Zone E-16 Parcels



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**MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES - REGULAR MEETING OF MAY 28, 2013 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: PUBLIC HEARING STAFF REPORT TO CONSIDER RECOMMENDED RESOLUTIONS APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES PROPOSED FOR FISCAL YEAR 2013/14

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Acting in its capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") conduct a Public Hearing to consider the continuance of current Moreno Valley Community Services District annual parcel taxes and charges proposed for FY 2013-14 and to approve and adopt the proposed resolutions as follows:

Resolution No. CSD 2013-02 to approve the calculation of the Zone A parcel tax.
2. Resolution No. CSD 2013-03 to approve the calculation of the Zone B parcel charges.
3. Resolution No. CSD 2013-04 to approve the calculation of the Zone C parcel tax.
4. Resolution No. CSD 2013-05 to approve the calculation of the Zone D parcel charges.
5. Resolution No. CSD 2013-06 to approve the calculation of the Zone E parcel

charge.

6. Resolution No. CSD 2013-07 to approve the calculation of the Zone E-1A parcel charges.
7. Resolution No. CSD 2013-08 to approve the calculation of the Zone E-3A parcel charges.
8. Resolution No. CSD 2013-09 to approve the calculation of the Zone E-4A parcel charges.
9. Resolution No. CSD 2013-10 to approve the calculation of the Zone M parcel charges.
10. Resolution No. CSD 2013-11 to approve the calculation of the Zone S parcel charges.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The CSD was formed simultaneously with City incorporation to provide a variety of benefit services. Zones within the CSD were established to allocate costs to those parcels that receive proportional benefit from the services provided. Each of the zones represents either a different service or degree of service to particular properties within each zone.

Approval of the proposed resolutions will set the proposed amount for each parcel tax and parcel charge for each CSD zone and authorize the County to levy the parcel taxes and parcel charges on the upcoming fiscal year's property tax bill.

Revenues received from the parcel taxes, fees, charges and/or assessments help to fund specific services which may include: parks and community services, residential street lighting, arterial street lighting, maintenance of parkway and extensive parkway landscaping, internal parkway landscape maintenance, median landscape maintenance, and maintenance of certain improvements along Sunnymead Boulevard. The Preliminary Annual Levy Report more fully describes each zone, including the services funded, the method of calculation of the tax or charge, budget and improvements, the maximum tax or charge for each parcel, and an annual update through March of the current fiscal year. The Report is on file in the office of the City Clerk (Secretary to the CSD Board) and can be located on the City's website.

Proposition 218

Proposition 218, approved during the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments. The City of Moreno Valley has reviewed Proposition 218 with respect to the CSD charge collection process. Based upon this review, it has been determined that the CSD parcel taxes and charges as currently collected are in compliance with Proposition 218. Any future increases, other than an inflation adjustment that has been approved during a prior mail ballot proceeding, shall require a property ballot or vote of the people, which will be conducted in accordance with the legislative requirements of Proposition 218 and in compliance with the Policy for Conducting Mail Ballot Proceedings as originally adopted by the City Council and the CSD Board on January 22, 2002, and as most recently amended on February 23, 2010.

DISCUSSION

For FY 2013/14, no increases are proposed for any of the zones, other than in those zones wherein property owners have previously approved an inflation adjustment. The inflation adjustment for FY 2013/14 is 1.93% and is based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index (CPI), as published by the Department of Labor's Bureau of Labor Statistics. The table below shows the FY 2012/13 and the FY 2013/14 Notice/Maximum Taxes/Charges for each of the zones. Additional detail is also available in the Preliminary Annual Levy Report (on file with the Secretary to the CSD Board and available from the City's website).

Although not required as part of Proposition 218, City practice has been to conduct a Public Hearing to allow property owners an opportunity to provide testimony about the continuance of the existing parcel taxes and charges the CSD Board is considering to collect on the property tax bills for the upcoming fiscal year. Every property owner within the CSD was mailed a notification of tonight's Public Hearing and also provided information on how to obtain specific information related to their property either by reviewing the Preliminary Annual Levy Report (available at the City Clerk's office or on the City's website) or via direct contact with staff.

CSD Zone Description		Category	FY 2012/13 Noticed/Maximum Taxes/Charges	FY 2013/14 Noticed/Maximum Taxes/Charges
A	Parks & Community Services	Tax Per Residential Dwelling unit or per Nonresidential Undeveloped parcel	\$ 87.50	\$ 87.50
B	Residential Street Lighting			
	Balloted prior to 1999	Charge Per parcel	\$ 23.00	\$ 23.00
	Balloted in 1999 or later	Charge Per parcel	\$ 25.27	\$ 25.75
	Ironwood parcels	Charge Per parcel	\$ 6.00	\$ 6.00
C	Arterial Street and Intersection Lighting	Tax Per parcel	\$ 9.00	\$ 9.00
D	Parkway Landscaping	Charge varies by parcel. Only properties within the housing tract pay per parcel.		
E	Extensive Landscape Maintenance			
E-1: TownGate	E-1: TownGate	Charge Per parcel	\$ 130.81	\$ 133.33
		Charge Per acre for nonresidential/undeveloped parcels	\$ 523.27	\$ 533.36
		Charge Per condo unit Tract 34299	\$ 59.03	\$ 60.16
	E-1A: Renaissance Park	Charge Per parcel	\$ 80.10	\$ 81.64
	E-2: Hidden Springs	Charge Per parcel	\$ 412.54	\$ 420.50
		Charge Per Equivalent Dwelling Unit for undeveloped parcels	\$ 412.54	\$ 420.50
	E-3: Moreno Valley Ranch - West	Charge Per parcel	\$ 130.81	\$ 133.33
		Charge Per acre for nonresidential/undeveloped parcels	\$ 523.27	\$ 533.36
		Charge Per condo unit Tract 32142	\$ 57.97	\$ 59.08
		Tract 32143	\$ 55.86	\$ 56.93
		Tract 32144	\$ 55.86	\$ 56.93
		Tract 32145	\$ 32.67	\$ 33.30
	Tract 32146	\$ 31.61	\$ 32.22	
	E-3A: Lasselle Powerline Parkway	Charge Per parcel	\$ 69.57	\$ 70.91
	E-4: Moreno Valley Ranch - East	Charge Per parcel	\$ 110.00	\$ 110.00
		Charge Per acre for nonresidential/undeveloped parcels	\$ 440.00	\$ 440.00
E-4A: Daybreak	Charge Per parcel	\$ 112.85	\$ 115.02	
E-7: Centerpointe	Charge Per acre	\$ 703.84	\$ 717.42	
E-8: Promontory Park	Charge Per parcel	\$ 549.77	\$ 560.38	
	Charge Per condo unit	\$ 194.63	\$ 198.38	
E-12: Stoneridge Ranch	Charge Per parcel	\$ 411.02	\$ 418.95	
E-14: Mahogany Fields	Charge Per parcel	\$ 287.81	\$ 293.36	
E-15: Celebration	Charge Per parcel	\$ 344.78	\$ 351.43	
E-16: Shadow Mountain	Charge Per parcel	\$ 303.62	\$ 309.47	
M	Commercial, Industrial, and/or Multifamily Median Maintenance	Charge varies by parcel. Only commercial, industrial, and multifamily project adjacent to medians pay parcel charges.		
S	Sunnymead Boulevard Maintenance	Charge varies by parcel. Only parcels with front footage facing Sunnymead Boulevard, between Frederick Street and Perris Boulevard pay per front linear foot. The cost for FY 2013/14 shall be based on \$2.955046 per front linear foot.		

The following section summarizes the services provided by the CSD to each listed zone, along with the current FY 2012/13 and proposed FY 2013/14 annual parcel charges:

Zone A is a parcel tax which is authorized to provide parks and community services citywide. All properties within the City boundaries are levied this tax to help offset costs associated with current programs and to provide upkeep on parks and park facilities. The proposed FY 2013/14 maximum parcel tax is \$87.50 per dwelling unit (residential), nonresidential parcels (commercial and industrial) and undeveloped parcels. (The current FY 2012/13 maximum parcel tax is \$87.50.) The total proposed FY 2013/14 levy for Zone A is approximately \$4,900,000.

Zone B is authorized to provide residential street lighting services to specific residential areas within the zone. The funds collected pay for the monthly energy and facilities charges to operate residential street lights. The proposed FY 2013/14 maximum parcel charge is \$23.00 per parcel for those properties that were annexed into the zone prior to 1999. Properties that balloted after 1999 for Zone B services authorized an annual inflation adjustment; the proposed maximum parcel charge for those parcels for FY 2013/14 is \$25.75 per parcel. There are also 65 parcels located south of Ironwood Avenue, east of Nason Street, with reduced street light services that the proposed maximum parcel charge for FY 2013/14 is \$6.00 per parcel. For FY 2013/14, the total levy proposed for Zone B is approximately \$941,300.

To continue the current level of residential street light services, the General Fund began contributing an annual subsidy to fund the revenue shortfall. For FY 2011/12 the amount contributed was up to \$675,000, and in 2012/13 the General Fund again contributed up to \$675,000 to fund the revenue shortfall. For 2013/14, an additional contribution will be needed to continue the current level of Zone B residential street lighting services; unless services are reduced or additional funding is provided by the property owners.

Zone C is a parcel tax that funds the operation of arterial street lighting and intersection lighting on major roadways throughout the City. All properties within the City are levied this tax except those located within the boundaries of the Edgemont Community Services District. Properties within the Edgemont CSD contribute to an independent District for street light services. For FY 2013/14, the proposed maximum tax for each parcel in the CSD is \$9.00. (The current FY 2012/13 maximum parcel tax is \$9.00.) The total proposed FY 2013/14 levy for Zone C is approximately \$422,000.

To continue the current level of arterial street light services, the General Fund began contributing an amount to fund the revenue shortfall. For FY 2011/12 the amount contributed was \$90,000, of which \$28,579 was a loan and \$61,421 a subsidy to fund the revenue shortfall. In 2012/13, the General Fund contributed an additional \$420,000 to fund the revenue shortfall to continue the current level of arterial street light services. For 2013/14, an additional contribution will be needed to continue the current level of arterial street lighting services; unless services are reduced or additional funding is provided by the property owners.

Zone D is authorized to provide parkway landscape maintenance services to the perimeters and/or entry statements of designated residential tract developments. The

current FY 2012/13 maximum parcel charges per parcel for each tract and the proposed maximum parcel charges for FY 2013/14 are listed in the Zone D Resolution (Attachment 4). The proposed charge for certain tracts may include an inflation adjustment, which has been previously approved by a majority of affected property owners. For FY 2013/14, the CPI adjustment shall be applied to certain tracts as noted on the Zone D Resolution. The total proposed FY 2013/14 levy for all Zone D tracts is approximately \$1,188,600.

Zone E is authorized to provide extensive parkway landscape maintenance of landscaped areas adjacent to ten (10) major residential/commercial developments. For FY 2013/14, the CPI adjustment shall be applied to each Zone E subzone, if it has been previously approved by a majority of the property owners. The current and proposed maximum parcel charges for the subzones are listed in the Zone E Resolution (Attachment 5). For FY 2013/14, the total proposed levy for all Zone E subzones is approximately \$2,375,955.

Zone E-1A is authorized to provide internal parkway landscape maintenance to the Renaissance Park development. The proposed Zone E-1A maximum parcel charge for FY 2013/14 is \$81.64 per parcel. (Current FY 2012/13 maximum parcel charge is \$80.10.) The total FY 2013/14 levy for Zone E-1A is approximately \$45,061.

Zone E-3A is authorized to provide internal parkway landscape maintenance to those tracts associated with the Lassel Powerline Parkway area. The proposed Zone E-3A maximum parcel charge for FY 2013/14 is \$70.91 per parcel. (Current FY 2012/13 maximum parcel charge is \$69.57.) The total FY 2013/14 levy for Zone E-3A is approximately \$32,811.

Zone E-4A is authorized to provide internal parkway landscape maintenance to the Daybreak development. The proposed Zone E-4A maximum parcel charge for FY 2013/14 is \$115.02 per parcel. (Current FY 2012/13 maximum parcel charge is \$112.85.) The total FY 2013/14 levy for Zone E-4A is approximately \$11,282.

Zone M is authorized to provide maintenance for improved medians constructed as a condition of approval for commercial/industrial/multifamily developments. Parcel charges for this zone are calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties. The current FY 2012/13 maximum parcel charges and the proposed FY 2013/14 maximum parcel charges for Zone M are included in the Zone M Resolution (Attachment 9). The total FY 2013/14 levy for Zone M is approximately \$200,700.

Zone S is authorized to provide maintenance services to certain improvements along Sunnymead Boulevard between Frederick Street and Perris Boulevard. Parcel charges for this zone are calculated by determining the proportional financial obligation, based on front linear footage, of the properties adjacent to the improvements. The Zone S maximum parcel charge for 2013/14 is \$2.955046 per front linear footage, which includes an inflation factor. The total FY 2013/14 levy for Zone S is approximately

\$56,300. (Current FY 2012/13 maximum parcel charge is \$2.899094 per front linear footage).

ALTERNATIVES

1. Conduct a Public Hearing and adopt the proposed CSD resolutions. *Although not required under Proposition 218, City policy has been to conduct a Public Hearing to receive public testimony regarding the continuation of the CSD parcel taxes and charges, which have been approved by the property owners, for the associated services. Approving the proposed parcel taxes for CSD Zones A and C, and parcel charges for Zones B and M will provide a revenue stream to partially fund park and community services (Zone A), residential street lighting services (Zone B), arterial street lighting services (Zone C) and improved median maintenance (Zone M). Approval of the parcel charges for CSD Zones D, E, E-1A, E-3A, E-4A, and S as proposed will provide the CSD funding to continue providing maintenance at the applicable service levels. The County of Riverside requires resolutions be approved annually prior to levying the CSD parcel taxes and charges on the property tax bills. Approval of these resolutions will satisfy the County requirement.*
2. By not adopting the proposed resolutions, the parcel taxes and charges may not be able to be levied by the County of Riverside. *Even though a Public Hearing is not required under Proposition 218 for the continued levy of the CSD parcel taxes and charges, City policy has been to continue holding a Public Hearing to allow the public to address the CSD Board. By not adopting the resolutions, the County may not honor the CSD's request to place the CSD parcel taxes and charges on the County property tax bill. The CSD will not be able to adequately provide services without the necessary funding these taxes and charges provide.*

FISCAL IMPACT

Property owners pay the CSD parcel taxes and charges as a part of their property tax bill. Annual parcel taxes and charges, including CPI adjustments where applied, have been approved by the affected property owners through prior proceedings. The annual inflation factor is based on the percentage change in the CPI for the prior calendar year. For FY 2013/14, the CPI adjustment is 1.93%.

CSD Zones D, E, E-1A, E-3A, E-4A, and S annual parcel charges are based on full-cost recovery and program operations that have no effect on the General Fund. Zones A, B, C, and M annual parcel taxes and charges reduce any General Fund support required to provide services for these programs. **The funds collected through the CSD annual parcel taxes and charges for Zones A, B, C, D, E, E-1A, E-3A, E-4A, M, and S are restricted funds, which may only be used to pay for costs within each respective CSD Zone.**

Approving annual parcel taxes and charges less than those proposed may require a decrease to both the level and quality of service from that provided during FY 2012/13. The service levels may be adjusted according to the approved funding level.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

CSD landscape maintenance services help enhance community image, neighborhood pride and cleanliness. Residential properties, which have landscaped parkways and/or medians, as maintained by the CSD, help to foster a pleasant environment and neighborhood atmosphere. Proper placement of plant materials helps in the prevention of graffiti.

REVENUE DIVERSIFICATION AND PRESERVATION

The CSD annual parcel taxes and charges comply with the City's goal of revenue diversification and preservation and are based upon actual costs, which include maintenance and administration. The CSD annual taxes and parcel charges support the preservation of the current services provided by the CSD.

SUMMARY

The actions before the CSD Board are to conduct the Public Hearing and to approve and adopt the resolutions for the continuation of the parcel taxes and charges, which have been approved by the property owners through a prior proceeding, within each of the existing zones as submitted in the Preliminary Annual Levy Report. Since the adoption of Proposition 218 state legislation, public hearings to consider taxes, charges or fees already in place are not mandated; such hearings were required under state statutes before the adoption of Proposition 218. City policy has been to continue the practice as a courtesy to the public.

The County requires resolutions be approved by the legislative body that establishes the authority to collect the CSD parcel taxes and charges on the annual property tax bills. Approval of the resolutions will satisfy the County requirement.

NOTIFICATION

During the week of April 22, 2013, a bilingual notice was mailed to the property owners of 48,279 parcels. A news item with a direct link to the Preliminary Annual Levy Report was also placed on the City's main website page.

Newspaper advertising was published in The Press-Enterprise on May 25, 2013 and May 29, 2013 for the Public Hearing.

ATTACHMENTS

- Attachment 1 Resolution for Zone A
- Attachment 2 Resolution for Zone B
- Attachment 3 Resolution for Zone C
- Attachment 4 Resolution for Zone D
- Attachment 5 Resolution for Zone E
- Attachment 6 Resolution for Zone E-1A
- Attachment 7 Resolution for Zone E-3A
- Attachment 8 Resolution for Zone E-4A
- Attachment 9 Resolution for Zone M
- Attachment 10 Resolution for Zone S

Prepared By:
 Sharon Sharp
 Senior Management Analyst

Department Head Approval:
 Richard Teichert
 Chief Financial Officer

Concurred by:
 Candace E. Cassel
 Special Districts Division Manager

Concurred by:
 Mike McCarty
 Parks & Community Services Director

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

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RESOLUTION NO. CSD 2013-02

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL TAX FOR PROVIDING ZONE A (PARKS AND COMMUNITY SERVICES) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides improvements and maintenance for parks and community services within the CSD and provides funding for such services through CSD Zone A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by taxes which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its taxes for Zone A (Parks and Community Services) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of the tax as previously approved for each dwelling unit, nonresidential parcel or undeveloped parcel within CSD Zone A is a necessary and equitable tax to fund, in part, the furnishing of parks and community services by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared, which identifies each parcel of real property subject to the tax, and specifies the tax which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

1
Resolution No. CSD 2013- 02
Date Adopted: June 11, 2013

Zone A
Fund # 684271

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum tax at the calculated rate of eighty-seven dollars and fifty cents (\$87.50) to defray the costs of furnishing parks and community services within the CSD is hereby approved and adopted at the maximum rate.

2. For FY 2013/14 the tax is \$87.50 per dwelling unit; however a lower amount may be levied depending on projected District expenses for the FY.

3. The herein approved tax is hereby confirmed for each parcel of real property within CSD Zone A, as set forth in the report on file with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

4. This legislative body hereby authorizes the City Treasurer to levy the tax for CSD Zone A, up to the maximum tax as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

5. The taxes set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any tax that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the tax will attach at 5:00 pm on the date the tax becomes delinquent and interest at 1.5% per month of the delinquent tax will attach on July 1st after the delinquency date and the first of each month thereafter until such tax is paid.

6. That the CSD Board adopted CSD Resolution 97-01, finding that the existing Zone A parcel taxes are exempt from the provision of Proposition 218 as long as they are not increased and are therefore not subject to voter ratification at this time.

7. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

2

Resolution No. CSD 2013- 02
Date Adopted: June 11, 2013

Zone A
Fund # 684271

8. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of taxes to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

3
Resolution No. CSD 2013- 02
Date Adopted: June 11, 2013

Zone A
Fund # 684271

APPROVED AND ADOPTED this 11th day of June 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

4
Resolution No. CSD 2013- 02
Date Adopted: June 11, 2013

Zone A
Fund # 684271

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-02 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

5
Resolution No. CSD 2013- 02
Date Adopted: June 11, 2013

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RESOLUTION NO. CSD 2013-03

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE B (RESIDENTIAL STREET LIGHTING) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides for the energy, pole and maintenance for residential street lighting services within the CSD and provides funding for such services, in part, through CSD Zone B; and,

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and,

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone B (Residential Street Lighting) services be so collected on the Riverside County tax roll; and,

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Index (“CPI”) adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone B is a necessary and equitable charge to fund, in part, the residential street lighting services by the CSD for Fiscal Year 2013/2014; and,

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and,

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and,

WHEREAS, the CSD Board has reviewed Proposition 218.

1
Resolution No. CSD 2013-03
Date Adopted: June 11, 2013

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The maximum charges are hereby approved to be levied at the existing and previously approved respective maximum rates of twenty-three dollars (\$23.00), twenty-five dollars and seventy-five cents (\$25.75), and six dollars (\$6.00) as applicable; however, a lower amount may be levied depending on projected District expenses for the FY.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone B, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. That this legislative body hereby authorizes the levy of the parcel charges at the maximum calculated rates set forth herein; however a lower amount may be levied depending on projected District expenses.

4. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone B up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

5. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

6. The CSD Board made a finding that Zone B is in compliance with Proposition 218.

2
Resolution No. CSD 2013-03
Date Adopted: June 11, 2013

Zone B
Fund #684272

7. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

8. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 11th day of June 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

3
Resolution No. CSD 2013-03
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-03 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

4
Resolution No. CSD 2013-03
Date Adopted: June 11, 2013

RESOLUTION NO. CSD 2013-04

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL TAX FOR PROVIDING ZONE C (ARTERIAL STREET LIGHTING AND INTERSECTION LIGHTING) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides for the energy, pole and maintenance costs for intersection and arterial street lighting services within the CSD and provides funding for such services, in part, through CSD Zone C; and,

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by taxes which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and,

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its taxes for Zone C (Arterial Street Lighting and Intersection Lighting) services be so collected on the Riverside County tax roll; and,

WHEREAS, the CSD Board has determined that continuing the calculation and application of the tax as previously approved for each assessable parcel of real property within CSD Zone C is a necessary and equitable tax to fund, in part, the arterial and intersection street lighting services by the CSD for Fiscal Year 2013/2014; and,

WHEREAS, the CSD Board has heretofore caused a report to be prepared that identifies each parcel of real property which is subject to the tax, and specifies the tax which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and,

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and,

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES

1

Resolution No. CSD 2013-04
Date Adopted: June 11, 2013

DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum tax at the calculated rate of nine dollars (\$9.00) to defray in part the costs of furnishing arterial and intersection street lighting services within the CSD is hereby approved and adopted at the maximum rate
2. For FY 2013/14 the tax is \$9.00 per parcel; however a lower amount may be levied depending on projected District expenses for the FY.
3. The herein approved tax is hereby confirmed for each parcel of real property within CSD Zone C, as set forth in the report on file with the CSD Secretary, as such report may have been modified pursuant to the order of the CSD Board duly given.
4. This legislative body hereby authorizes the City Treasurer to levy the tax for CSD Zone C, up to the maximum tax as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.
5. The taxes set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any tax that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the tax will attach at 5:00 pm on the date the tax becomes delinquent and interest at 1.5% per month of the delinquent tax will attach on July 1st after the delinquency date and the first of each month thereafter until such tax is paid.
6. That the CSD Board adopted CSD Resolution 97-01, finding that the existing Zone C parcel taxes are exempt from the provision of Proposition 218, as long as they are not increased, and therefore are not subject to voter ratification at this time.
7. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.
8. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of taxes to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

2
Resolution No. CSD 2013-04
Date Adopted: June 11, 2013

Zone C
Fund #684274

APPROVED AND ADOPTED this 11th day of June 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

3
Resolution No. CSD 2013-04
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-04 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

4
Resolution No. CSD 2013-04
Date Adopted: June 11, 2013

RESOLUTION NO. CSD 2013-05

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide parkway landscape improvement and maintenance services within the CSD and provides funding for such services through CSD Zone D; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone D (Parkway Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Adjustment ("CPI") adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable parcel or unit of real property within CSD Zone D is a necessary and equitable charge to fund the parkway landscape services by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

1
Resolution No. CSD 2013- 05
Date Adopted: June 11, 2013

Zone D
Fund #684275

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the maximum calculated rates set forth below, which includes previously approved CPI adjustments, to defray the costs of furnishing parkway landscape services to the following tracts within the CSD is hereby approved and adopted as follows; however, a lower amount may be levied depending on projected District expenses for the FY:

**Zone D (Landscape Maintenance)
FY 2013/14 Proposed Maximum Parcel Charges**

Tract Number	FY 2013/14 Noticed/Maximum Parcel Charges
10191/18468	\$74.14
11848	\$90.24
12305 ⁽¹⁾	\$57.00
12608	\$205.15
12773	\$85.95
12902	\$77.35
13576/19080/19081	\$34.36
13585 ⁽¹⁾	\$57.00
14387/12268 ⁽¹⁾	\$57.00
15387 ⁽¹⁾	\$57.00
15433	\$96.70
16768	\$68.75
16769	\$65.52
16770 ⁽¹⁾	\$57.00
17033	\$186.01
17176 ⁽¹⁾	\$57.00
17334	\$364.09
17387 ⁽¹⁾	\$57.00
17457	\$84.86
17867 ⁽¹⁾	\$57.00
18283 ⁽¹⁾	\$57.00
18512/21322	\$86.51
18784/20906	\$186.78
18930	\$82.72
19032	\$204.11
19141	\$80.57
19142 ⁽¹⁾	\$57.00
19143 ⁽¹⁾	\$57.00
19208	\$78.07
19210	\$73.06
19233 ⁽¹⁾	\$57.00
19363 ⁽¹⁾	\$57.00
19434 ⁽¹⁾	\$57.00

2
Resolution No. CSD 2013- 05
Date Adopted: June 11, 2013

Zone D
Fund #684275

Tract Number	FY 2013/14 Noticed/Maximum Parcel Charges
19474 ⁽¹⁾	\$57.00
19496	\$68.75
19500	\$78.41
19509 ⁽¹⁾	\$57.00
19518/18372 ⁽¹⁾	\$57.00
19529	\$75.20
19533 ⁽¹⁾	\$57.00
19541	\$99.93
19551	\$101.30
19675	\$85.95
19685	\$75.20
19799	\$287.25
19852	\$72.80
19862	\$159.14
19912	\$89.15
19937	\$115.06
19957	\$72.80
20030	\$107.55
20032 ⁽¹⁾	\$57.00
20072	\$93.90
20120	\$101.01
20197 ⁽¹⁾	\$57.00
20272	\$134.33
20301 ⁽¹⁾	\$57.00
20404	\$110.79
20525 ⁽¹⁾	\$57.00
20552 ⁽¹⁾	\$57.00
20660	\$112.92
20715	\$99.17
20718	\$149.45
20859	\$69.64
20869 ⁽¹⁾	\$57.00
20941	\$110.77
21113 ⁽¹⁾	\$57.00
21332	\$103.13
21333	\$223.73
21345	\$122.59
21597	\$499.17
21616	\$398.68
21737	\$225.87
21806	\$74.14

3
Resolution No. CSD 2013- 05
Date Adopted: June 11, 2013

Zone D
Fund #684275

Tract Number	FY 2013/14 Noticed/Maximum Parcel Charges
22093	\$182.24
22180	\$260.66
22276	\$209.32
22277	\$283.90
22371	\$307.54
22889	\$199.86
22999 ⁽¹⁾	\$67.00
23046 ⁽¹⁾	\$183.00
24721 ⁽¹⁾	\$57.00
27251-1	\$490.73
27526	\$172.03
28882	\$110.77
29038	\$64.44
30027	\$212.10
30967	\$493.24
31129	\$143.71
31257	\$1,128.39
31268	\$194.59
31269	\$231.02
31269-1	\$317.23
31284	\$134.12
31305	\$523.45
31424	\$231.02
31591	\$488.31
31618	\$384.13
32005	\$118.19
32018	\$73.06
32625	\$1,055.37
32715	\$963.53
33436	\$44.31
33637	\$313.42
33962	\$521.33
4-Custom Homes	\$598.36

⁽¹⁾ An annual inflation adjustment has not been approved by the property owners.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone D, as set forth in the report on said charge filed with the

4
Resolution No. CSD 2013- 05
Date Adopted: June 11, 2013

Zone D
Fund #684275

Secretary of the District, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone D up to the maximum parcel charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any service charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone D is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

5
Resolution No. CSD 2013- 05
Date Adopted: June 11, 2013

Zone D
Fund #684275

APPROVED AND ADOPTED this 11th day of June 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

6
Resolution No. CSD 2013- 05
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-05 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

7
Resolution No. CSD 2013- 05
Date Adopted: June 11, 2013

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RESOLUTION NO. CSD 2013-06

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides or will provide extensive landscape maintenance services within the CSD and provides funding for such services through CSD Zone E and the various subzones thereof; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E (Extensive Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including a Consumer Price Index (“CPI”) adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable parcel of real property within the various subzones of Zone E of the CSD is a necessary and equitable charge to fund the extensive landscape maintenance services by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

1
Resolution No. CSD 2013-06
Date Adopted: June 11, 2013

Zone E
Fund #684276

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the charge at the maximum calculated rates set forth below, which includes previously approved CPI adjustments, to defray the costs of furnishing extensive landscape maintenance services within the CSD is hereby approved and adopted as follows; however, a lower amount may be levied depending on projected District expenses for the FY:

Zone E (Extensive Landscape Maintenance)
FY 2013/14 Proposed Maximum Annual Charge

Zone E	Specific Plan or Major Development	Charge Category	FY 2013/14 Noticed/Maximum Annual Charges
E-1	TownGate	Per parcel	\$ 133.33
		Per acre for nonresidential/undeveloped parcels	\$ 533.36
		Per condo unit	
		Tract 34299	\$ 60.16
E-1A	Renaissance Park	Per parcel	\$ 81.64
E-2	Hidden Springs	Per parcel	\$ 420.50
		Per Equivalent Dwelling Unit for undeveloped parcels	\$ 420.50
E-3	Moreno Valley Ranch - West	Per parcel	\$ 133.33
		Per acre for nonresidential/undeveloped parcels	\$ 533.36
		Per condo unit	
		Tract 32142	\$ 59.08
		Tract 32143	\$ 56.93
		Tract 32144	\$ 56.93
		Tract 32145	\$ 33.30
		Tract 32146	\$ 32.22
E-3A	Lasselle Powerline Parkway	Per parcel	\$ 70.91

Zone E
Fund #684276

Zone E	Specific Plan or Major Development	Charge Category	FY 2013/14 Noticed/Maximum Annual Charges
E-4	Moreno Valley Ranch - East ⁽¹⁾	Per parcel	\$ 110.00
		Per acre for nonresidential/undeveloped parcels	\$ 440.00
E-4A	Daybreak	Per parcel	\$ 115.02
E-7	Centerpointe	Per acre	\$ 717.42
E-8	Promontory Park	Per parcel	\$ 560.38
		Per condo unit	\$ 198.38
E-12	Stoneridge Ranch	Per parcel	\$ 418.95
E-14	Mahogany Fields	Per parcel	\$ 293.36
E-15	Celebration	Per parcel	\$ 351.43
E-16	Shadow Mountain	Per parcel	\$ 309.47

⁽¹⁾ An annual inflation adjustment has not been approved by the property owners.

2. The herein approved charges are hereby confirmed for each parcel of real property within the various subzones of CSD Zone E, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the charge for CSD Zone E up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the acreage, parcels, and units within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to

3
Resolution No. CSD 2013-06
Date Adopted: June 11, 2013

Zone E
Fund #684276

collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the service charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone E is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

4
Resolution No. CSD 2013-06
Date Adopted: June 11, 2013

Zone E
Fund #684276

APPROVED AND ADOPTED this 11th day of June 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

5
Resolution No. CSD 2013-06
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-06 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

6
Resolution No. CSD 2013-06
Date Adopted: June 11, 2013

RESOLUTION NO. CSD 2013-07

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE E-1A (RENAISSANCE PARK – INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides or will provide Renaissance Park internal parkway landscape maintenance services within the CSD and provides funding for such services, through CSD Zone E-1A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 and following of the provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-1A (Renaissance Park Internal Parkway Landscape Maintenance) so collected on the tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Index (“CPI”) adjustment, and application of charge as previously approved by the property owner for each assessable parcel of real property, within CSD Zone E-1A is a necessary and equitable charge to fund the internal parkway landscape maintenance services for Renaissance Park by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

1
Resolution No. CSD 2013-07
Date Adopted: June 11, 2013

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum charge at the calculated rate of eighty-one dollars and sixty-four cents (\$81.64), which includes a previously approved CPI adjustment, to fund the Renaissance Park internal parkway landscape maintenance services within the CSD, is hereby approved and adopted; however, a lower amount may be levied depending on projected District expenses for the FY.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-1A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone E-1A, up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone E-1A is in compliance with Proposition 218.

2
Resolution No. CSD 2013-07
Date Adopted: June 11, 2013

Zone E-1A
Fund #684281

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

3
Resolution No. CSD 2013-07
Date Adopted: June 11, 2013

Zone E-1A
Fund #684281

APPROVED AND ADOPTED this 11th day of June 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

4
Resolution No. CSD 2013-07
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-07 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

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Resolution No. CSD 2013-07
Date Adopted: June 11, 2013

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RESOLUTION NO. CSD 2013-08

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE E-3A (LASSELLE POWERLINE PARKWAY INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides or will provide Lasselle Powerline Parkway internal parkway landscape maintenance services within the CSD and provides funding for such services through CSD Zone E-3A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including a Consumer Price Index (“CPI”) adjustment, and application of charge as previously approved by the property owner for each assessable parcel of real property within CSD Zone E-3A is a necessary and equitable charge to fund internal parkway landscape maintenance services for the Lasselle Powerline Parkway by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property that is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of the public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

1
Resolution No. CSD 2013-08
Date Adopted: June 11, 2013

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum charge at the calculated rate of seventy dollars and ninety-one cents (\$70.91), which includes a previously approved CPI adjustment for CSD Zone E-3A (Lasselle Powerline Parkway) to defray the costs of furnishing internal parkway landscape maintenance services within the CSD is hereby approved and adopted; however, a lower amount may be levied depending on projected District expenses for the FY.
2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-3A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.
3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone E-3A up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.
4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.
5. The CSD Board made a finding that Zone E-3A is in compliance with Proposition 218.
6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

2
Resolution No. CSD 2013-08
Date Adopted: June 11, 2013

Zone E-3A

County Fund No. 684284

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 11th day of June 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

3
Resolution No. CSD 2013-08
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-08 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

4
Resolution No. CSD 2013-08
Date Adopted: June 11, 2013

RESOLUTION NO. CSD 2013-09

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE E-4A (DAYBREAK DEVELOPMENT – INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides or will provide internal parkway landscape maintenance services within the CSD and provides funding for such services, through CSD Zone E-4A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-4A (Daybreak Development - Internal Parkway Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index (“CPI”) adjustments, and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone E-4A is a necessary and equitable charge to fund internal parkway landscape maintenance services for the Daybreak Development by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

1
Resolution No. CSD 2013-09
Date Adopted: June 11, 2013

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum charge at the calculated rate of one hundred fifteen dollars and two cents (\$115.02), which includes a previously approved CPI adjustment for Zone E-4A (Daybreak Development) to defray the costs of internal parkway landscape maintenance services within the CSD is hereby approved and adopted; however, a lower amount may be levied depending on projected District expense for the FY.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-4A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone E-4A up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any service charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone E-4A is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

Zone E-4A

County Fund No. 684282

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

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Resolution No. CSD 2013-09
Date Adopted: June 11, 2013

Zone E-4A
County Fund No. 684282

APPROVED AND ADOPTED this 11th day of June 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

4
Resolution No. CSD 2013-09
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-09 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

5
Resolution No. CSD 2013-09
Date Adopted: June 11, 2013

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RESOLUTION NO. CSD 2013-10

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE M (COMMERCIAL/ INDUSTRIAL/MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides or will provide commercial/industrial/multifamily improved median maintenance services within the CSD and provides funding for such services through CSD Zone M; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for CSD Zone M (commercial/industrial/multifamily improved median maintenance) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including a Consumer Price Index (“CPI”) adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable commercial/industrial/multifamily property within CSD Zone M is a necessary and equitable charge to fund the improved median maintenance services by the CSD for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

1
Resolution No. CSD 2013-10
Date Adopted: June 11, 2013

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum charge is calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties, which includes previously approved CPI adjustments, to defray the costs of furnishing commercial/industrial/multifamily improved median maintenance services within the CSD, is hereby approved and adopted as follows; however a lower amount may be levied depend on projected District expenses for the FY.:

**Zone M
(Commercial, Industrial and/or Multifamily Median Maintenance)
FY 2013/14 Proposed Maximum Charges**

Assessor's Parcel Number (APN)	FY 2013/14 Noticed/Maximum Parcel Charges
297-120-002	\$1,035.93
297-120-003	\$749.75
297-120-011	\$1,564.12
297-120-012	\$1,564.12
291-191-024	\$361.43
297-130-046	\$2,161.19
297-130-064	\$890.69
297-140-049	\$1,215.57
297-140-050	\$1,250.00
297-141-001	\$231.81
297-141-002	\$231.81
297-141-003	\$231.81
297-141-004	\$231.81
297-141-005	\$231.81
297-141-006	\$231.81
297-140-052	\$1,099.39
297-170-004	\$3,840.45
482-700-001	\$409.82
482-700-005	\$409.82
296-280-018	\$1,843.45

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Resolution No. CSD 2013-10
Date Adopted: June 11, 2013

Zone M
Fund #684283

Assessor's Parcel Number (APN)	FY 2013/14 Noticed/Maximum Parcel Charges
296-300-005	\$2,418.53
296-300-007	\$633.28
484-020-023	\$6,288.87
484-020-024	\$7,686.28
297-130-039 (1)	\$798.00
297-130-041 (1)	\$1,957.00
297-130-042 (1)	\$1,610.00
297-170-067	\$15,439.29
297-170-069	\$11,453.61
297-170-071	\$5,184.07
297-150-055	\$20,740.59
297-100-066	\$822.23
297-100-074	\$233.93
297-100-075	\$157.22
297-120-016	\$5,483.11
486-250-021	\$8,600.70
486-250-024	\$8,303.24
486-250-025	\$297.42
312-250-046	\$3,894.23
482-540-030	\$425.97
484-020-026	\$2,970.13
479-070-050	\$1,703.96
312-270-036	\$2,788.35
316-210-074	\$1,989.04
312-020-017	\$1,680.30
312-020-018	\$1,601.75
312-020-020	\$624.99
312-360-001	\$1,498.57
312-360-002	\$705.24
312-360-003	\$482.84
312-360-004	\$1,692.42
312-360-005	\$1,314.22
312-360-006	\$2,127.73
312-360-007	\$831.32
312-360-008	\$783.74
312-360-009	\$870.58
312-360-010	\$880.07
312-360-011	\$706.45
485-220-030	\$2,129.99

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Resolution No. CSD 2013-10
Date Adopted: June 11, 2013

Zone M
Fund #684283

Assessor's Parcel Number (APN)	FY 2013/14 Noticed/Maximum Parcel Charges
485-220-031	\$319.45
486-070-012	\$274.46
486-070-013	\$271.96
486-070-004	\$3,146.57
486-070-016	\$3,146.57
485-081-035	\$333.45
485-081-034	\$867.09
316-200-033	\$2,227.52
316-200-034	\$4,737.45
316-200-035	\$1,995.45
484-030-015	\$1,667.05
484-030-020	\$654.02
484-030-022	\$654.02
488-210-027	\$1,323.54
478-070-029	\$7,972.45
486-240-015	\$2,886.61
486-240-016	\$7,488.08
488-400-001	\$2,221.38
488-400-002	\$131.11
488-400-003	\$1,494.16
488-400-004	\$401.33
488-400-005	\$371.53
488-400-006	\$347.70
488-400-007	\$397.35
488-400-008	\$117.19
488-400-009	\$379.46
488-400-010	\$303.96
488-400-011	\$73.48
488-400-012	\$143.02
488-400-013	\$909.99
488-400-014	\$61.56
488-400-015	\$51.60
488-400-016	\$270.20
488-400-017	\$156.94
488-400-018	\$115.22
488-400-019	\$210.56
488-400-020	\$182.78
488-400-021	\$1,055.03
488-400-022	\$154.95

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Resolution No. CSD 2013-10
Date Adopted: June 11, 2013

Assessor's Parcel Number (APN)	FY 2013/14 Noticed/Maximum Parcel Charges
488-400-023	\$484.77
488-400-024	\$284.08
488-400-025	\$103.28
488-400-026	\$375.51
488-400-027	\$11.88
488-400-028	\$371.51
474-120-037	\$3,356.34
484-242-020	\$3,151.97
488-350-041	\$34,383.51
488-350-047	\$2,939.23
488-350-035	\$7,262.70
486-280-051	\$10,316.97
292-230-006	\$229.10
292-230-055	\$390.46
263-111-046	\$2,452.72
478-430-031	\$2,628.01

⁽¹⁾ An annual inflation adjustment has not been approved by the property owners.

2. The herein approved charge calculation is hereby confirmed for each parcel of real property within CSD Zone M, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone M up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent

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Resolution No. CSD 2013-10
Date Adopted: June 11, 2013

Zone M
Fund #684283

charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that CSD Zone M is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

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Resolution No. CSD 2013-10
Date Adopted: June 11, 2013

Zone M
Fund #684283

APPROVED AND ADOPTED this 11th day of June 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

7
Resolution No. CSD 2013-10
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-10 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

8
Resolution No. CSD 2013-10
Date Adopted: June 11, 2013

RESOLUTION NO. CSD 2013-11

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE MAXIMUM PARCEL CHARGE FOR PROVIDING ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) SERVICES DURING FISCAL YEAR 2013/2014

WHEREAS, the Moreno Valley Community Services District (“CSD”) shall provide maintenance for certain parkway and median landscaping and improvements along Sunnymead Boulevard, from Frederick Street to Perris Boulevard that were installed in participation with the City of Moreno Valley (City) and the former Redevelopment Agency of the City; and,

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and,

WHEREAS, the City Council, acting in its capacity as President and Members of the Board of Directors CSD (“CSD Board”), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone S (Sunnymead Boulevard Maintenance for certain improvements along from Frederick Street to Perris Boulevard) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index (“CPI”), and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone S is a necessary and equitable charge to fund the furnishing of ongoing maintenance of certain improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard for Fiscal Year 2013/2014; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which time all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and,

1
Resolution No. CSD 2013-11
Date Adopted: June 11, 2013

WHEREAS, the CSD Board has reviewed Proposition 218.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The application of the maximum parcel charge at the calculated rate of \$2.955046 per front linear footage, which includes an inflation factor, to defray the costs of ongoing maintenance of certain improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard within the CSD is hereby approved and adopted; however, a lower amount may be levied depending on projected District expenses.

2. The herein approved parcel charges calculated is hereby confirmed for each said parcel of real property within CSD Zone S, as set forth in the report on said charge filed with the CSD Secretary, as such may have been modified pursuant to order of the CSD Board duly given.

3. This legislative body hereby authorizes the City Treasurer to levy the parcel charge for CSD Zone S up to the maximum charge as set forth in the Report and hereby is levied during FY 2013/14 against the parcels within the District.

4. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

5. The CSD Board made a finding that Zone S is in compliance with Proposition 218.

6. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

7. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charge calculation to the Auditor of the County of

2

Resolution No. CSD 2013-11
Date Adopted: June 11, 2013

Zone S
Fund #684270

Riverside and to the Tax Collector of said County, together with the certified copy of this Resolution as hereinabove provided.

3
Resolution No. CSD 2013-11
Date Adopted: June 11, 2013

Zone S
Fund #684270

APPROVED AND ADOPTED this 11th day of June 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

4
Resolution No. CSD 2013-11
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD 2013-11 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

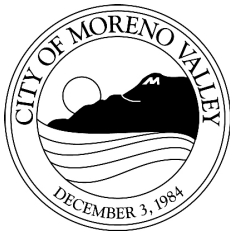
ABSTAIN:

SECRETARY

(SEAL)

5
Resolution No. CSD 2013-11
Date Adopted: June 11, 2013

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: PUBLIC MEETING AND PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2013/2014 ANNUAL RATES

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Meeting and public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice.
2. Adopt "Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

BACKGROUND

The 1972 Federal Clean Water Act requires public agencies to obtain permits to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains and flood control channels. This Act also requires local

agencies to clean urban runoff to the maximum extent practicable (MEP), which has not been defined by the federal or state government.

On October 25, 2002, the Santa Ana Regional Water Quality Control Board (SARWQCB) adopted new requirements the City must implement to remain in compliance. The requirements include a higher-level effort to divert pollutants from entering the drainage system. The service levels require site inspection, discharge monitoring, remedial cleanup efforts, and a higher level of maintenance of the streets and storm drain system before discharging water into the larger storm water collection system.

On June 10, 2003, the City Council approved the “NPDES Regulatory Rate Schedule for New Residential Development.” The “NPDES Regulatory Rate Schedule for New Residential Development” was designed to fund NPDES administration and maintenance of water quality ponds and bioswales associated with new single-family residential subdivisions. On January 27, 2004, the City Council authorized the collection of the NPDES regulatory rates for new residential development consisting of single-family dwellings.

On January 10, 2006, the City Council approved the “NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.” The “NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development” was designed to fund NPDES public education, administration and monitoring of site design, source control and treatment control best management practices (BMPs) associated with new common interest, commercial, industrial and quasi-public use development.

On January 29, 2010, the SARWQCB issued a new NPDES permit. The new permit continues the 2002 mandates for the higher-level effort to divert pollutants and service levels.

Proposition 218

Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments as an incidence of property ownership. The City of Moreno Valley has reviewed Proposition 218 with respect to the NPDES regulatory rate collection process. Based upon this review, it has been determined that the NPDES regulatory rate as currently collected, is in compliance with Proposition 218. Conducting the Public Hearing allows property owners an opportunity to address the City Council regarding the continuation of the “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development.”

DISCUSSION

The NPDES regulatory rates are necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from benefiting parcels.

Proposed Regulatory Rates

The proposed rates shall be levied against each assessable benefiting parcel of real property that is required to comply with the City's NPDES Storm Water Management Program. The annual percentage change in Consumer Price Index (CPI) for Los Angeles, Riverside, and Orange Counties was +2.0%. Due to this increase, staff recommends that the adjustment to the annual rates occur. This increase is associated with utility cost increases and maintaining program service levels.

The following tables outline the services provided by each level of service, the current annual rates and the proposed annual rates.

Table 1 reflects the annual rates for New Residential Development.

TABLE 1

NPDES Regulatory Rate for New Residential Development			
Service Level		Current Maximum Annual Rate FY 2012/2013	Proposed Maximum Annual Rate FY 2013/2014 (rounded to the nearest whole dollar)
LEVEL I	NPDES Administration and overhead.	\$37.00/Parcel	\$38.00/Parcel
LEVEL II	Water Quality Pond/Basin Maintenance.	\$74.00/Parcel	\$75.00/Parcel
LEVEL II-A	Sand Filter Maintenance.	\$33.00/Parcel	\$34.00/Parcel
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction.	\$64.00/Parcel	\$65.00/Parcel
LEVEL IV	Water Quality System Retrofit.	\$147.00/Parcel	\$150.00/Parcel

Table 2 reflects the annual rates for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.

TABLE 2

NPDES Regulatory Rate for New Common Interest, Commercial, Industrial and Quasi-Public Use Development			
Service Level		Current Maximum Annual Rate FY 2012/2013	Proposed Maximum Annual Rate FY 2013/2014 (rounded to the nearest whole dollar)
LEVEL I	NPDES Administration and overhead.	\$37.00/Parcel	\$38.00/Parcel
LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records.	\$181.00/Parcel	\$185.00/Parcel

ALTERNATIVES

1. Conduct a Public Meeting and Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice and adopt "Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."
2. Do not conduct a Public Meeting and Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as

provided in the Public Notice and adopt “Resolution No. 2013-38, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll.” *By not conducting the Public Hearing and adopting the resolution, the County of Riverside (“County”) may challenge our ability to place the NPDES rates on the County property tax bill.*

FISCAL IMPACT

Regulatory rate increases (including increases due to inflation) have been approved by the benefiting property owners through the mail ballot proceeding. The inflation factor is based on the annual percentage change in the Los Angeles-Riverside-Orange County CPI for calendar year 2012, which was +2.0%.

For Fiscal Year 2013/2014 the maximum annual regulatory rate per parcel for single-family residential development is \$297 (includes Levels I, II, II-A and IV combined from Table 1). The Level III rate is levied when a water quality pond/basin is taken out of service for remediation/reconstruction thus replaces the Level II rate. Since the Level III rate is lower than the Level II rate the maximum rate for residential development cannot be greater than the summation of Levels I, II, II-A and IV. The maximum annual regulatory rate for new common interest, commercial, industrial and quasi-public use development is \$223 (includes Levels I and II combined from Table 2). With approval of the proposed adjustment to the NPDES Regulatory rate, total Fiscal Year 2013/2014 revenues are projected at \$418,090.

Approving annual rates less than that proposed by staff may require a decrease in both the level and quality of service from that provided and approved by benefiting property owners in the previous year. The service level provided would be adjusted according to the approved funding level.

The NPDES Regulatory Rate levy collected from property owners supports current NPDES programs as identified herein. Funds collected from the NPDES Regulatory Rate levy are restricted for use only within the Storm Water Management Program.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

The proposed “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” provides a revenue source to fund the federally mandated requirements of the NPDES Storm Water Management Program for these types of development.

Public Facilities and Capital Projects

The revenue collected from the proposed “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” will ensure that all site designs, source controls and treatment controls are properly implemented and maintained.

SUMMARY

The action before City Council is to conduct the Public Hearing, and to adopt the resolution authorizing and approving the levy of the annual NPDES regulatory rates, on certain benefiting properties within the City as submitted in the NPDES Special Levy Report. While state law, after adoption of Proposition 218, does not mandate public hearings to consider charges, rates or fees already in place, such hearings were required under state statutes before adoption of Proposition 218. City policy has been to continue the past practice as a courtesy to the public.

The County collects the rates each year on the property tax bill. The County requires an annual resolution be approved to establish the authority to collect the annual NPDES rate on the tax bill. Approval of the resolution will satisfy the County requirement. The resolution also includes information on compliance with Proposition 218.

NOTIFICATION

- Publication of Agenda
- Newspaper advertising was published on May 3, 2013, with information about the May 28, 2013, Public Meeting and the June 11, 2013, Public Hearing. Additionally, the June 11, 2013, Public Hearing notification was published on May 17, 2013, and again on May 24, 2013.

ATTACHMENTS/EXHIBITS

Attachment “1” – Proposed Resolution

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

Department Head Approval
John C. Terell
Interim Community & Economic Development
Director

Concurred By
Kent Wegelin
Storm Water Program Manager

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

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RESOLUTION NO. 2013-38

A RESOLUTION OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AND APPROVING THE LEVY OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT ON THE COUNTY OF RIVERSIDE PROPERTY TAX ROLL

WHEREAS, as part of the 1972 Federal Clean Water Act, the federal government mandated that public agencies comply with the NPDES program to obtain Permits to discharge storm water runoff into municipally owned drainage facilities; and

WHEREAS, on January 29, 2010, the Santa Ana Regional Water Quality Control Board issued new requirements that cities must address, regarding the water pollution contained in storm water runoff to remain in compliance with federal mandates; and

WHEREAS, the City Council introduced Ordinance No. 708, on January 10, 2006, to repeal and reenact Chapter 3.50 of Title 3 of the City of Moreno Valley Municipal Code by relating to the establishment and collection of the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development based on the approved NPDES regulatory rate and authorization of subsequent rate adjustments by resolution; and

WHEREAS, Sections 5473 through 5473.8 of the California Health and Safety Code provides that such services may be funded, in whole or in part, by rates which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the City; and

WHEREAS, the City Council, has determined, and hereby does determine, that it is in the interest of the City to have the NPDES regulatory rate on new residential, common interest, commercial, industrial, and quasi-public use development be so collected on the County of Riverside property tax roll; and

WHEREAS, the City Council has determined that levying a regulatory rate against each assessable parcel of real property that is required to comply with the NPDES Permit program, as hereinafter established, is necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from these land uses; and

WHEREAS, the City Council heretofore caused a report to be prepared that identified each parcel of real property, which is subject to the regulatory rate, and has caused notice of said report and of the public hearing thereon to be duly given; and

WHEREAS, the City Council held a Public Hearing on June 11, 2013, at which time all persons wishing to be heard were heard, and at which hearing the City Council heard and considered all objections and protests, if any; and

WHEREAS, on June 11, 2013, the City Council reviewed and considered the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development to fund the federally mandated NPDES program; and

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

1. The City Council shall authorize collection of the NPDES regulatory rate on the County of Riverside tax bill for federally mandated NPDES requirements to address the discharge of storm water runoff into municipally owned drainage facilities.

2. The maximum rate to be collected for fiscal year (FY) 2013/2014 shall be \$297.00 per parcel for new residential development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

3. The maximum rate to be collected for FY 2013/2014 shall be \$223.00 per parcel for new common interest, commercial, industrial, and quasi-public-use development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

4. The NPDES regulatory rate, as herein confirmed, shall be collected on the tax roll at the same time and by the same persons, and in the same manner as, together with and not separately from, general taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties, as provided for in Sections 5473 through 5473.8 of the California Health and Safety Code.

5. The City Council made a finding that collection of the NPDES regulatory rate is in compliance with Proposition 218.

6. The effective date of this Resolution shall be June 11, 2013.

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

3
Resolution No. 2013-38
Date Adopted: June 11, 2013

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. 2013-38 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

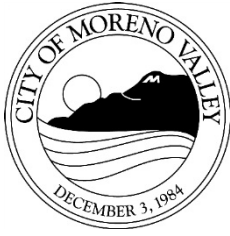
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

4
Resolution No. 2013-38
Date Adopted: June 11, 2013



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: A PUBLIC HEARING FOR THE BOULDER RIDGE FAMILY APARTMENTS (PA13-0006), A 141 UNIT AFFORDABLE APARTMENT PROJECT ON APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET. THE PROJECT INCLUDES A ZONE CHANGE (PA13-0007) AND GENERAL PLAN AMENDMENT (PA13-0008) FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE, AND A VARIANCE (P13-029) TO REDUCE THE COVERED PARKING REQUIREMENT FOR 3-BEDROOM APARTMENTS. THE APPLICANT IS RANCHO BELAGO DEVELOPERS, INC.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a public hearing for PA13-0008 (General Plan Amendment), PA13-0007 (Zone Change), P13-029 (Variance) and PA13-0006 (Plot Plan) and subsequent to the public hearing.
2. **APPROVE** Resolution No. 2013-40 **APPROVING** PA13-0008 (General Plan Amendment), based on the findings contained in this resolution, and as shown on Exhibit A.
3. **INTRODUCE** Ordinance No. 870 **APPROVING** PA13-0007 (Zone Change), based on the findings contained in this ordinance, and as shown on Exhibit A.
4. **APPROVE** Resolution No. 2013-41 **APPROVING** P13-029 (Variance), based on the findings contained in this resolution.

5. **APPROVE** Resolution No. 2013-42 **APPROVING** PA13-0006 (Plot Plan), based on the findings contained in this resolution, and subject to the attached conditions of approval included as Exhibit A.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its May 23, 2013, meeting approved Planning Commission Resolution No. 2012-17 by a vote of 6-0 with one Commissioner absent, recommending that the City Council approve PA13-0008 (General Plan Amendment), PA13-0007 (Zone Change), P13-029 (Variance) and PA13-0006 (Plot Plan).

BACKGROUND

Boulder Ridge Family Apartment Project

The Boulder Ridge Family Apartments project proposes to construct a 141 unit affordable apartment project on approximately 10 acres. Development of the project as proposed requires approval of a General Plan Amendment and Zone Change and a Variance.

Land Use Changes

General Plan Amendment application PA13-0008 and Zone Change application PA13-0007 propose to change the land use designations for the project site from Neighborhood Commercial and R15 to R30 and Open Space.

R30 Zone

The R30 designation would apply to the portions of the site proposed for construction of the apartment buildings and related improvements and would extend to the toe of the manufactured slopes.

Open Space Zone

The slopes and undisturbed hillside and rock outcroppings would be assigned the Open Space zone, which will prevent future development of the hilltop and protect the existing natural slopes and rock outcroppings.

Surrounding Land Uses

The project site is bounded by Neighborhood or Community Commercial zoned land to the north, northwest and west. Existing tract homes are located further to the northwest, southwest and northeast. Vacant Open Space and R30 land use is located to the east and south which was recently changed in conjunction with the R30 Housing Element conformance project.

Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, anticipated project traffic resulting from the

proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out traffic projections for the project site.

The proposed land use change and apartment project is compatible with surrounding land uses and will not physically divide an established community. The proposed changes establish a mix of residential land use and open space that results in an appropriate residential density for the area and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

Variance

A variance is proposed to reduce the covered parking requirement from 2 spaces per unit to 1 space per unit for 3-bedroom apartments. The proposed variance to reduce the covered parking requirement will not result in a deficiency in total required parking for the project.

Municipal Code Section 9.02.100 states that variances are intended to provide for equity in use of property, and to prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations prescribed by this title.

The project site includes a rocky hillside with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements.

The proposed reduction in covered parking is consistent with Objective 8.9 of the City's Housing Element which encourages a review of parking standards for multi-family 3 and 4 bedroom units, including covered parking requirements to determine if reductions are appropriate.

Per the requirements of Municipal Code Section 9.02.100, required findings have been prepared in support of the variance.

Plot Plan – PA13-0006

The project site is comprised of approximately 10 acres located within Assessor's Parcel Number 486-280-044 and a ½ acre portion of 486-280-043. The site is located at the southeast corner of Alessandro Boulevard and Lasselle Street.

The site is currently vacant with generally flat topography along the site's Alessandro Boulevard and Lasselle Street frontages. The project site is square in shape with

topography that ranges from level to sloping and includes a hillside with substantial rock outcroppings.

The project site has been previously disturbed through permitted stockpiling and borrowing activities and a City street widening project along Lasselle Street.

The proposed 141 unit affordable apartment project includes a total of eight 3-story apartment buildings of contemporary California Mission style architecture with a unit mix that includes 1, 2 and 3 bedroom apartments ranging from 723 square feet to 1,301 square feet. The buildings will include tuck-under parking garages that are mainly oriented towards the interior of the site which allows the building fronts to face the street.

The site design includes an even distribution of open, covered and visitor parking, trash enclosures, and landscape planters. Other amenities include four laundry facilities, three tot lots, two recreation buildings and a pool.

This project as designed and conditioned conforms to all development standards of the R30 zone and the design guidelines for multiple family uses as required within the City's Municipal Code.

Please refer to the attached Planning Commission staff report for additional details related to project design.

ENVIRONMENTAL

Various technical studies for topics including traffic, biological resources, cultural resources, water quality, hydrology and slope stability were prepared and submitted to City staff for review and approval. The technical studies in some instances recommended specific actions to mitigate potential impacts.

An Initial Study checklist was completed for the project to examine potential environmental impacts resulting from development of the project. Mitigation measures and conditions of approval were implemented to reduce potential impacts to a less than significant level under the categories of cultural resources and slope stability.

As designed and conditioned, the project will not have a significant effect on the environment and approval of a Mitigated Negative Declaration is recommended.

DISCUSSION

The proposed project as designed and conditioned is consistent with surrounding properties. Vacant land immediately to the north is zoned R5 for single-family

development and to the south, east and southeast is Open Space and R30 land use recently changed in conjunction with the Housing Element conformance project.

Land uses to the north include vacant Light Industrial zone land and vacant commercial zoned parcels along Alessandro Boulevard. Land uses to the west and northwest include a mix of business park, office and retail uses with numerous governmental offices including City Hall located in close proximity.

The area surrounding the proposed project includes vacant commercial land at the northwest, northeast and southwest corners of Alessandro Boulevard and Lasselle Street. The vacant property at the northeast corner of Alessandro and Lasselle has an active approval for development of a grocery store.

Existing tract homes are located to the southwest in the RS-10 and R5 zones and to the northwest in the R5 zone on the west side of Lasselle Street and to the northeast along Morrison Street between Bay Street and Alessandro Boulevard. The Riverside County Medical Center is located approximately one mile to the southeast at Nason Street and Cactus Avenue.

Planning Commission Public Hearing

The Planning Commission public hearing for the project was conducted on May 23, 2013. Following presentation of the staff report, the applicant spoke and answered Commissioner questions related to the project. There was one public speaker at this meeting who spoke in favor of the project.

Following public testimony, the Planning Commissioners discussed the project, and then voted 6-0 with one Commissioner absent, to recommend that the City Council approve the project

ALTERNATIVES

1. Approve the proposed Resolution for a General Plan Amendment (PA13-0008), **and** Introduce the proposed Ordinance for a Zone Change (PA13-0007), **and** Approve the proposed Resolution for a Variance (P13-029) **and** Approve the proposed Resolution for a Plot Plan (PA13-0006). **Staff recommends this alternative.**
2. Do not approve the proposed Resolution for a General Plan Amendment (PA13-0008), **and** do not Introduce the proposed Ordinance for a Zone Change (PA13-0007) **and** do not Approve the proposed Resolution for a Variance (P13-029) and do not Approve the proposed Resolution for a Plot Plan (PA13-0006). **Staff does not recommend this alternative.**

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

This report addresses the proposed Boulder Ridge Family Apartments project, including the Planning Commission’s May 23, 2013, recommendation to the City Council to adopt a Mitigated Negative Declaration for the project and approve a General Plan Amendment and Zone Change from Neighborhood Commercial and R15 to R30 and Open Space, a Variance and a Plot Plan for a 141 unit affordable apartment project.

NOTIFICATION

A notice of the public hearing was published in the newspaper, posted at required City locations and at the project site, and mailed to property owners within 300 feet of the proposed project.

As of the date of report preparation, staff had received no public inquiries in response to the noticing for the City Council public hearing for this project.

ATTACHMENTS

1. Public Hearing Notice
2. Proposed Resolution
3. Proposed Ordinance
4. Proposed Resolution
5. Proposed Resolution
6. Mitigated Negative Declaration
7. Initial Study Checklist
8. Planning Commission meeting minutes
9. Planning Commission staff report
10. Aerial Photograph
11. Architectural Plans
12. Preliminary Grading Plans

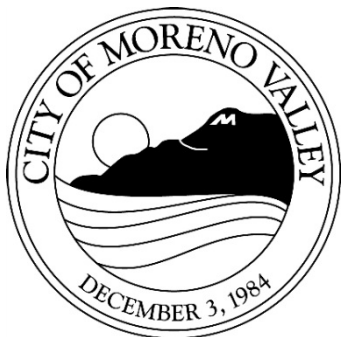
Prepared By:
 Jeff Bradshaw
 Associate Planner

Department Head Approval:
 John C. Terell, AICP
 Interim Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:

Denied:	Continued until:
Other:	Hearing set for:

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Notice of PUBLIC HEARING

This may affect your property. Please read. Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA13-0006 – Plot Plan
PA13-0007 – Zone Change
PA13-0008 – General Plan Amendment
P13-029 – Variance

APPLICANT: Rancho Belago Developers, Inc.

OWNER: Lakeridge Marketplace, LLC

REPRESENTATIVE: Winchester Associates, Inc.

LOCATION: Southeast corner of Alessandro Blvd. and Lasselle St.

PROPOSAL: Plot Plan application for a 141 unit affordable apartment project on an 8.5 acre parcel. Project to include eight apartment buildings, two clubhouses with tot lots and pools. Unit mix of 1 to 3 bedroom apartments ranging from 723 square feet to 1,301 square feet. Development of this project will require a Zone Change and General Plan Amendment from Neighborhood Commercial / R15 to R30 / Open Space to allow for higher density multiple family land uses and to protect the existing slopes and rock outcroppings. The site has been graded previously under permit. The project also proposes a variance to reduce the covered parking requirement from 2 spaces to 1 space per unit for the 3-bedroom units.

ENVIRONMENTAL DETERMINATION: Mitigated Negative Declaration

COUNCIL DISTRICT: 3

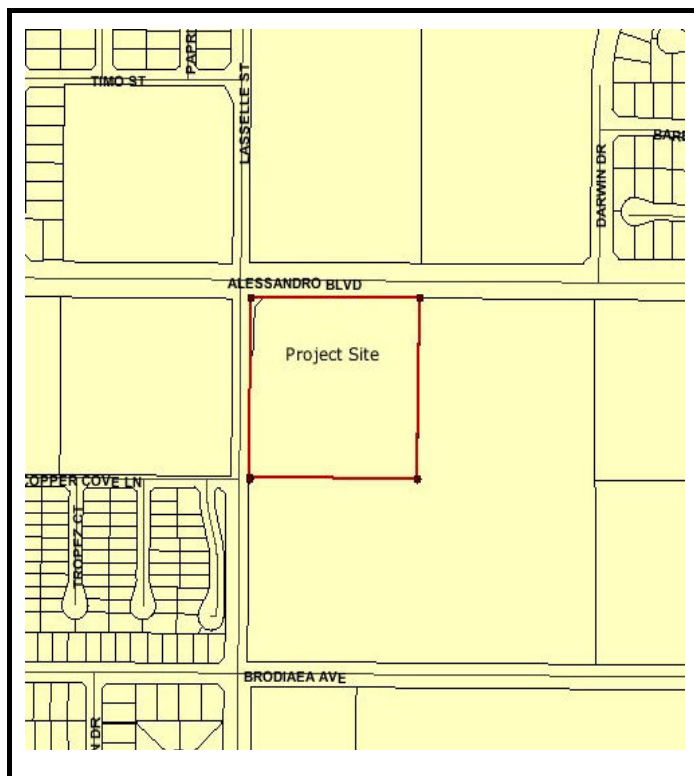
STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.



LOCATION N ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: June 11, 2013 at 6 PM

CONTACT PLANNER: Jeff Bradshaw

PHONE: (951) 413-3224

Item No. E.3

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RESOLUTION NO. 2013-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT APPLICATION NO. PA13-0008, CHANGING THE LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043).

WHEREAS, the applicant, Rancho Belago Developers, Inc., filed Application No. PA13-0008, requesting an amendment to the Moreno Valley General Plan, as described in the title of this resolution and the attached Exhibit A; and

WHEREAS, on May 23, 2013, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project and recommended City Council approval; and

WHEREAS, on June 11, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the City Council considered the initial study prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not have a significant effect and approval of a Mitigated Negative Declaration is recommended.

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

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project proposes a General Plan Amendment from Neighborhood Commercial and R15 to R30 and Open Space for development of a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed general plan amendment of a mix of residential land use and open space establishes a residential density and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

- 2. Health, Safety and Welfare – The proposed general plan amendment will not be detrimental to the public health, safety or welfare.

FACT: The proposed General Plan Amendment will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been completed in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been prepared, as there is no evidence that the proposed land use change will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2013-_____. approving PA13-0008, as shown on the attachment included as Exhibit A.

APPROVED AND ADOPTED this 11th day of June 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. 2013-40 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

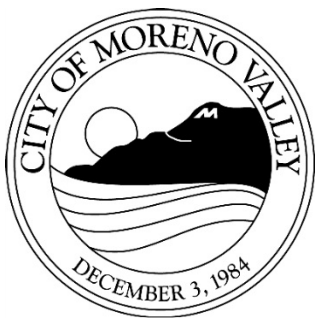
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

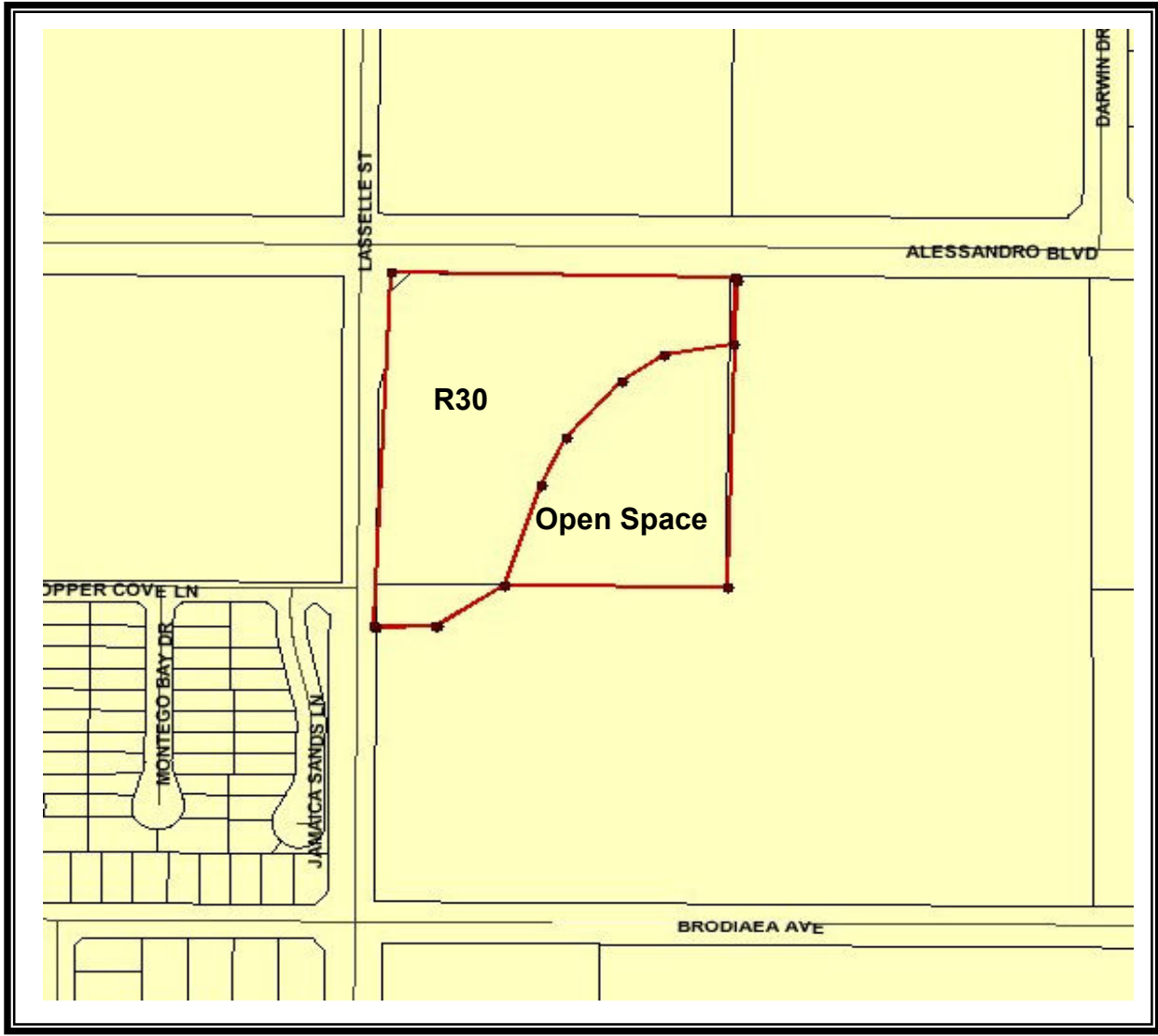
CITY CLERK

(SEAL)

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GENERAL PLAN AMENDMENT
 Application No. PA13-0008
 APN's 486-280-044 and portion -043
 Resolution No. 2013-



ADOPTED _____

EFFECTIVE _____



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ORDINANCE NO. 870

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PA13-0007, CHANGING THE LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERCIAL AND R15 TO R30 AND OPEN SPACE FOR APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Rancho Belago Developers, Inc., has filed application PA13-0007, requesting an amendment to Pages 98 and 99 of the City's Official Zoning Atlas, as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on June 11, 2013, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 A Mitigated Negative Declaration is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on June 11, 2013, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Zone Change is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project proposes a Zone Change from Neighborhood Commercial and R15 to R30 and Open Space for development of a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed zone change establishes a mix of residential land use and open space that results in an

appropriate residential density and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

2. Conformance with the Zoning Regulations – The proposed Zone Change is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: The Zone Change application has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from Neighborhood Commercial and R15 to R30 and Open Space for the approximately 10 acre project site is consistent with the purposes and intent of Title 9.

3. Health, Safety and Welfare – The proposal will not be detrimental to the public health, safety or welfare.

FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been completed in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been prepared, as there is no evidence that the proposed land use change will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 25th day of June, 2013.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 870 had its first reading on June 11, 2013 and had its second reading on June 25, 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 25th day of June, 2013, by the following vote:

AYES:

NOES:

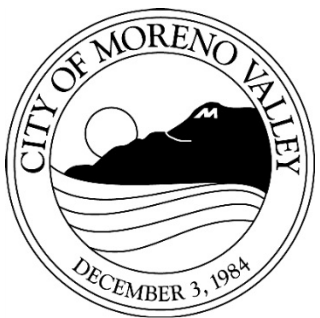
ABSENT:

ABSTAIN:

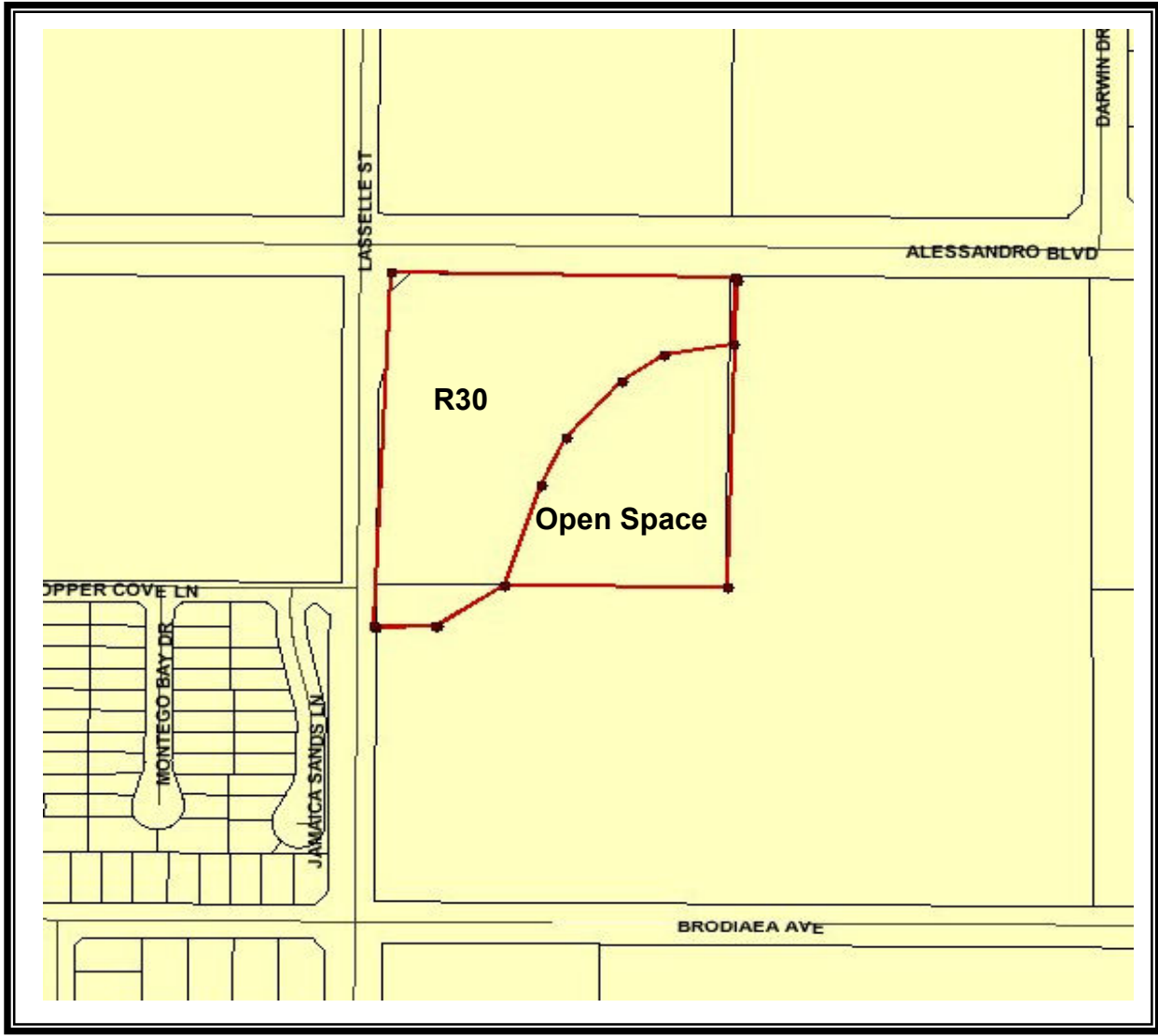
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



ZONE CHANGE
 Application No. PA13-0007
 APN's 486-280-044 and portion of -043
 Ordinance No.



ADOPTED _____

EFFECTIVE _____

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RESOLUTION NO. 2013-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING VARIANCE APPLICATION NO. P13-029, TO REDUCE THE COVERED PARKING REQUIREMENT FROM 2 SPACES TO 1 SPACE PER UNIT FOR 3-BEDROOM UNITS, FOR A 141 UNIT AFFORDABLE APARTMENT LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (APN'S 486-280-044 AND A PORTION OF -043).

WHEREAS, the applicant, Rancho Belago Developers, Inc., filed Application No. P13-029, requesting a Variance as described in the title of this resolution; and

WHEREAS, on May 23, 2013, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project and recommended City Council approval; and

WHEREAS, on June 11, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the City Council considered the initial study prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not have a significant effect and approval of a Mitigated Negative Declaration is recommended.

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

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Unnecessary Hardship – That strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary hardship not otherwise shared by others within the surrounding area or vicinity.

1
Resolution No. 2013-41
Date Adopted: June 11, 2013

FACT: The project site includes a rocky hilltop with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements. As an affordable apartment project, a reduced parking calculation is permitted. The 141 unit affordable apartment project as designed, provides required parking for the proposed unit mix of 1, 2 and 3 bedroom units. The proposed reduction in covered parking for 3 bedroom units allows for a design that is more open and which satisfies required parking lot landscape and overall parking requirements. Strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary hardship not otherwise shared by others within the surrounding area or vicinity

2. Exceptional or Extraordinary Circumstances – That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property which do not apply generally to other properties in the vicinity and under the same zoning classification.

FACT: The project site includes a rocky hilltop with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements. As an affordable apartment project, a reduced parking calculation is permitted. The 141 unit affordable apartment project as designed, provides required parking for the proposed unit mix of 1, 2 and 3 bedroom units. The proposed reduction in covered parking for 3 bedroom units allows for a design that is more open and which satisfies required parking lot landscape and overall parking requirements. There are exceptional or extraordinary circumstances or conditions applicable to the property involved which do not apply generally to other properties in the vicinity and under the same zoning classification.

3. Deprive the Applicant of Privileges – That strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the vicinity and under the same zoning classification.

2
Resolution No. 2013-41
Date Adopted: June 11, 2013

FACT: The project site includes a rocky hilltop with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements. As an affordable apartment project, a reduced parking calculation is permitted. The 141 unit affordable apartment project as designed, provides required parking for the proposed unit mix of 1, 2 and 3 bedroom units. The proposed reduction in covered parking for 3 bedroom units allows for a design that is more open and which satisfies required parking lot landscape and overall parking requirements. Strict enforcement of the required covered parking requirement for 3 bedroom units would deprive the applicant of privileges enjoyed by other property owners in the vicinity or under the same zoning classification.

4. A Grant of Special Privilege – That the granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and under the same zoning classification.

FACT: Approval of the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and under the same zoning classification. There are no other properties in the vicinity of the project or under the same zoning classification which also share the same site constraints (unique buildable parcel area and topography).

5. Health, Safety and Welfare – That the granting of the variance will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity; and

FACT: The granting of a variance would allow for a reduced covered parking requirement for 3 bedroom units. Total required parking would still be provided per the City's Municipal Code. The project as proposed will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

6. Conformance with General Plan Policies – That the granting of a variance is consistent with the objectives and policies of the general plan and the intent of this title.

FACT: The granting of the variance is consistent with the objectives and policies of the General Plan and the intent of the Municipal Code. The

3
Resolution No. 2013-41
Date Adopted: June 11, 2013

project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements. If the standard requirement for covered parking for the 3 bedroom units is not reduced, this will result in a reduction in parking lot landscape and potentially total required parking. The reduction in covered parking is also consistent with Objective 8.9 of the City's Housing Element which encourages a review of parking standards for multi-family 3 and 4 bedroom units, including covered parking requirements to determine if reductions are appropriate. The variance will provide for equity in the use of the project site, and will prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2013-_____, approving P13-029.

APPROVED AND ADOPTED this 11th day of June 2013.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

4
Resolution No. 2013-41
Date Adopted: June 11, 2013

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. 2013-41 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

5
Resolution No. 2013-41
Date Adopted: June 11, 2013

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RESOLUTION NO. 2013-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PLOT PLAN APPLICATION NO. PA13-0006 TO DEVELOP A 141 UNIT AFFORDABLE APARTMENT PROJECT ON APPROXIMATELY 10 ACRES LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET (ASSESSOR'S PARCEL NUMBER 486-280-044 AND A PORTION OF -043).

Section 1:

WHEREAS, the applicant, Rancho Belago Developers, Inc., filed Application No. PA13-0006, requesting approval of a Plot Plan for a 141 unit affordable apartment project, as described in the title of this resolution; and

WHEREAS, on May 23, 2013, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project and recommended City Council approval; and

WHEREAS, on June 11, 2013, the City Council of the City of Moreno Valley held a public hearing to consider the subject application and all of the environmental documentation prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the City Council considered the initial study prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not have a significant effect and approval of a Mitigated Negative Declaration is recommended.

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

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The General Plan encourages a range of housing types with common amenities and open space. The affordable housing project is consistent with Objective 8.9 of the City's Housing Element which encourages the creation of affordable housing. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The related General Plan Amendment and Zone Change to establish a mix of residential land use and open space results in a residential density that is appropriate for the area and protection for the slopes and rock outcroppings that is consistent with the General Plan, and does not conflict with its goals, objectives, policies and programs.

- 2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

FACT: Subject to approval of related Variance application P13-029, the project as designed and conditioned is in compliance with all applicable provisions of the City's Municipal Code.

- 3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed plot plan as designed and conditioned will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been completed in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been prepared, as there is no evidence that the proposed land use change will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

- 4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

FACT: The design of the proposed apartment project is consistent with the Design Guidelines and development standards of the City's Municipal Code. The proposed apartments are a permitted use in the proposed R30 zone. The operation of the proposed project will be consistent with the proposed R30 and Open Space zones. The project as designed and conditioned will be compatible with existing and planned land uses in the vicinity.

Section 2:

FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA13-0006, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other

similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2013-_____, approving PA13-0006, subject to the attached conditions of approval included as Exhibit A.

APPROVED AND ADOPTED this 11th day of June 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. 2013-42 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

**CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR PA13-0006
PLOT PLAN FOR A 141 UNIT AFFORDABLE APARTMENT PRJOECT
ASSESSOR’S PARCEL NUMBERS: 486-280-044 AND A PORTION OF -043**

**APPROVAL DATE:
EXPIRATION DATE:**

- Planning (P), including Building (B) School District (S), Post Office (PO),**
- Public Works, Land Development Division (LD)**
- Fire Prevention Bureau (F)**
- Public Works – Special Districts Division (SD)**
- Public Works – Transportation Engineering Division (TE)**
- Public Works – Moreno Valley Utilities (MVU)**
- Parks & Community Services (PCS)**
- Police (PD)**
- Other (Specify or Delete)**

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

For questions regarding any Planning condition of approval, please contact the Planning Division at (951) 413-3206.

P1. Approval of Plot Plan PA13-0006 is subject to approval of General Plan Amendment application PA13-0008, Zone Change application PA13-0007, and Variance application P13-029.

P2. Plot Plan PA13-0006 has been approved for development of a 141 unit affordable apartment project on a site of approximately 10 acres. A change or modification shall require separate approval.

P3. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P4. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

General Conditions

P5. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P6. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)

P7. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P8. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P9. A drought tolerant, low water using landscape palette shall be utilized throughout the project.

P10. Any signs indicated on the submitted plans are not included with this approval. Any signs, **whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag)**, proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. **No signs are permitted in the public right of way.** (MC 9.12)

Prior to Issuance of Grading Permits

P11. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P12. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative

measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, **no further disturbance shall occur until the County Coroner has made necessary findings as to origin.** If the **County Coroner** determines that the remains are potentially Native American, the California Native American Heritage Commission **shall be contacted within a reasonable timeframe to identify the “most likely descendant.”** The **“most likely descendant” shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98).** (GP Objective 23.3, CEQA).

P13. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P14. (GP) Prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Planning Division, and Public Works Department – Special Districts for review and approval by each division. (GP - Circulation Master Plan) Timing of installation shall be determined by PW - Special Districts.

P15. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Planning Division for review and approval.

P16. (GP) Within thirty (30) days prior to any grading or other land disturbance, a pre-construction survey for Burrowing Owls shall be conducted pursuant to the established guidelines of Multiple Species Habitat Conservation Plan.

P17. (GP) Prior to issuance of any grading permits, rock outcroppings or aesthetic features shall be identified on the grading plans as preserved in place, relocated, transplanted or otherwise protected. Features to be protected shall be identified and designated on the grading plan. (DG)

P18. The owner or owner's representative shall establish and maintain a relationship with the City of Moreno Valley and cooperate with the Problem Oriented Policing (POP) program, or its successors.

P19. (GP) At grade decorative concrete shall be used to delineate pedestrian pathways across circulation aisles/paths within the drive aisles throughout the development to connect dwellings with open spaces and/or

recreational uses and/or the public right-of-way. The pathways shall be shown on the precise grading plan. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required. (GP Objective 46.8, DG)

- P20. (GP) Prior to the issuance of building permits, the site plan shall show decorative concrete pavers or decorative concrete for all driveway ingress/egress locations of the project and for the drive aisle segment between Buildings 3A and 7.
- P21. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:
- A. A maximum 6 foot high tubular steel fence shall be required at the property line, for all flat portions of the site outside of slopes, to separate the project from adjacent Open Space areas.
 - B. Any proposed retaining walls shall be constructed with decorative block or treated with stucco to match the apartments.
- P22. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. The following mitigation measures must be addressed prior to issuance of grading permits:

Cultural Resources:

MM CUL-1 Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a Cultural Resources Monitoring Agreement has been secured for qualified Tribal representatives and that a professional archaeological monitor has been retained by the Applicant to conduct monitoring of all mass grading and trenching activities and has the authority to temporarily halt and redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist and Tribal representatives shall attend the pre-grading meeting with the City and contractors to explain and coordinate the requirements of the monitoring program.

MM CUL-2 Prior to the issuance of a grading permit, the Applicant shall provide evidence to the City of Moreno Valley that appropriate Native American representative(s), Project Archaeologist and the Tribal representative(s) shall be allowed to monitor and have received a minimum of 30 days advance notice of all mass grading and trenching activities. During grading and trenching operations, the Tribal representatives and the project archaeological monitor shall observe all mass grading and trenching activities per the Cultural Resources Monitoring Agreement. If the Tribal representatives suspect that an

archaeological resource may have been unearthed, the archaeologist or the tribal representative shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2.

MM CUL-3 If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan and/or preservation plan shall be prepared and by the archaeological monitor and reviewed by representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the Project site to the culturally affiliated Native American tribe(s) for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City Planning Division, the appropriate Native American tribe(s), and the Eastern Information Center at the University of California, Riverside. All cultural material collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site shall be curated according to the current professional repository standards and may include the Pechanga Bands curatorial facility.

MM CUL-4 Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representatives to the site to assess the significance of the find."

MM CUL-5 Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

"If any suspected paleontological resources are discovered during ground-disturbing activities, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call a qualified paleontologist to the site to assess the significance of the find. A qualified paleontologist shall evaluate the suspected resource. If the paleontologist determines that the find is not unique, construction shall be permitted to proceed. However, if the paleontologist

determines that further information is needed to evaluate significance, the City of Moreno Valley shall be notified and a treatment plan shall be prepared and implemented in consultation with the City to protect the identified paleontological resource(s) from damage and destruction.”

MM CUL-6 If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made by the Coroner. If the Riverside County Coroner determines the remains to be Native American, the California Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then immediately notify the “most likely descendant(s)” of receiving notification of the discovery. The most likely descendant(s) shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98.

MM CUL-7 There are recorded archaeological sites within the vicinity of the Project, but no recorded archaeological sites within the Project boundaries. Prior to construction of the project, the developer shall coordinate with the City on a fence plan to restrict movement from the project site onto off-site resources on the adjacent parcel (APN 486-280-043) to reduce potential impacts by non-construction activities on recorded off-site archaeological resources. If the project limits are determined to include recorded archaeological sites that are outside of areas proposed for development, then, given the sensitivity of these resources and the potential for their impact by non-construction activities, a long-term preservation plan for the protection of these cultural resources will be prepared and executed between the appropriate Native American Tribe and the Project Applicant. The sites that will be included in the preservation plan shall include but not be limited to CA-RIV-857, CA-RIV-3159, CA-RIV-3341 and CA-RIV-3342. The Preservation Plan must, at a minimum, include provisions for allowable activities, if any, around the cultural resources; what kinds of protective measures will be put in place (i.e., appropriate fencing, use of native plants and other methods that are acceptable to all parties); the roles of each party with respect to the maintenance and protection of the resources and any surrounding landscaping; methods of addressing nuisance concerns and potential vandalism; and any other provisions necessary for the protection of these cultural resources in perpetuity.

Slope Stability

MM LD-1 Cut slopes in rock can be excavated at 1:1, but colluvium shall be sloped back at 2:1.

MM LD-2 Cut slopes to be mapped upon exposure to confirm wedge analysis results.

MM LD-3 Further evaluation of boulders identified as having the potential to be unstable shall be conducted prior to site grading.

MM LD-4 Loose boulders identified on the map or during grading shall be removed or stabilized.

MM LD-5 Erosion control such as plants or jute netting shall be installed on cut slopes.

PRIOR TO BUILDING PERMITS

P23. Prior to issuance of any building permits, the applicant shall provide evidence guaranteeing the project's long term affordability consistent with Municipal Code requirements.

P24. (BP) Prior to issuance of building permits, the Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping. (GP Objective 43.30, DG)

P25. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P26. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.25 foot candles illumination within five feet of a property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a

maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

- P27. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to the City's adopted Development Impact Fees. (Ord)
- P28. (BP) Prior to issuance of building permits, for multi-family projects that will be phased, a phasing plan application shall be submitted to the Planning Division for approval, if occupancy is proposed to be phased.
- P29. (BP) Prior to issuance of any building permits, final landscaping and irrigation plans shall be submitted for review and approved by the Planning Division. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and shall include:**
- A. Finger and end planters with required step outs and curbing shall be provided every 12 parking stalls as well as at the terminus of each aisle.**
 - B. Drought tolerant landscape shall be used. Sod shall be limited to gathering areas.**
 - C. Street trees shall be provided every 40 feet on center in the right of way.**
 - D. On-site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of the perimeter of a parking lot and per thirty linear feet of a building dimension for the portions of the building visible from a parking lot or right of way. Trees may be massed for pleasing aesthetic effects.**
 - E. Enhanced landscaping shall be provided at all driveway entries and street corner locations**
 - F. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view.**
 - G. Landscaping on three sides of any trash enclosure.**
 - H. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or phase in question.**
- P30. (BP) Prior to the issuance of building permits, elevation plans for trash enclosures shall be provided that include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed buildings on the site, subject to the approval of the Planning Division.

- P31. (BP) Prior to the issuance of building permits, the plot plan shall include decorative concrete pavers for all driveway ingress/egress locations for the project.
- P32. (BP) Prior to the issuance of building permits, the building plans shall reference the use of stone treatments on the patio enclosure walls at the corner of Building 1 and the pilasters and caps for the fence and gates at the Alessandro Boulevard entrance.

PRIOR TO CERTIFICATE OF OCCUPANCY

- P33. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (MC 9.03.040)
- P34. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Planning Division. (MC 9.080.070).
- P35. (BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be inspected by the Planning Division. All on-site and common area landscaping shall be installed in accordance with the City's Landscape Standards and the approved project landscape plans and all site clean-up shall be completed. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or phase in question.

Building and Safety Division

- B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall be submitted to the Building Department as a separate submittal. The 2010 edition of the California Codes became effective for all permits issued after January 1, 2011.
- B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

- B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.
- B4. (BP) Prior to the issuance of a building permit, show on the plans that no gutter, drainage feature, swale or other deviation in the flat level surface at the accessible parking spaces exists within and for a minimum four foot extension beyond the outer dimensions of the parking space, loading zone and path of travel.

SCHOOL DISTRICT

- S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

- PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

Land Development Division

The following are the Community & Economic Development Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Community & Economic Development Department – Land Development Division.

General Conditions

- LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC)
- LD2. (G) The developer shall dedicate right-of-way by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.
- LD3. (G) It is understood that the plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)
- LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.
- LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:
- (a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.
 - (b) Observance of working hours as stipulated on permits issued by the Land Development Division.
 - (c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.
 - (d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

- LD6. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.
- LD7. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Transportation Uniform Mitigation Fee (TUMF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable improvements. If the developer fails to complete this agreement by the timing as specified above, no credits or reimbursements will be given for any work. Prior to approval of the TUMF Improvement Credit Agreement, an approved engineer's cost estimate and street improvement plan are required.
- LD8. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

- LD9. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.
- LD10. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:
- a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.
 - b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

- c. A grading permit shall be obtained from the Community and Economic Development Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.
- d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)
- e. The developer shall submit a soils and geologic report to the Community and Economic Development Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD11. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD12. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD13. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

- a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
- b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
- c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
- d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
- e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Community and

Economic Development Department. **The final WQMP submittal shall include payment of fee as set by the City for review of the final WQMP.**

LD14. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a “Stormwater Treatment Device and Control Measure Access and Maintenance Covenant,” to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the “Stormwater Treatment Device and Control Measure Access and Maintenance Covenant,” can be obtained by contacting the Land Development Division of the Community and Economic Development Department.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project’s Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD17. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state’s Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD18. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD19. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD20. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The

developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

- LD21. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.
- LD22. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Improvement Plan Approval or Construction Permit

- LD23. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.
- LD24. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)
- LD25. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.
- LD26. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.
- LD27. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:
- a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.
- LD28. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD29. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD30. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD31. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD32. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Community and Economic Development Department.

LD33. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD34. (BP) Prior to issuance of building permits for non-subdivision projects, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD35. (BP) Prior to issuance of building permits for non-subdivisions, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD36. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

LD37. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD38. (CO) Prior to issuance of a certificate of occupancy, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System (NPDES) as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

- a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
 - i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
 - ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
- b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)

LD39. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD40. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD41. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

- a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, pavement tapers/transitions and traffic control devices as appropriate.
- b. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

LD42. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD43. (CO) Prior to issuance of a certificate of occupancy or building final, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:

- a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)
- b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

Prior to Acceptance of Streets into the City Maintained Road System

LD44. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD45. **The following project engineering design plans (24”x36” sheet size) shall be submitted for review and approval as well as additional plans deemed necessary by the City during the plan review process:**

- a. Rough Grading Plan**
- b. Precise Grading Plan**

- c. Street Improvement Plan
- d. Signing and Striping Plan
- e. Traffic Control Plan
- f. Final Drainage Study
- g. Final WQMP
- h. Lot Line Adjustment
- i. As-Built Plans of all “plans” listed above. In addition, As-Built Plan of Borrow Site Plan.

LD46. Prior to rough grading plan approval, the following offers of dedication shall be submitted for review and approval:

- a. A 7-foot right-of-way dedication on the south side of Alessandro Boulevard along the north project boundary.
- b. A 7-foot right-of-way dedication on the east side of Lasselle Street along the west project boundary between the proposed driveway approach and Alessandro Boulevard.
- c. A 2-foot pedestrian access easement along the north project boundary for that portion of curb separated sidewalk to be located beyond proposed right-of-way.
- d. A 4-foot pedestrian right-of-way dedication behind driveway approaches per City Standard 118C on Alessandro Boulevard and Lasselle Street.
- e. Additional right-of-way for a corner cutback at the southeast corner of Alessandro Boulevard and Lasselle Street per City Standard 208.
- f. Additional right-of-way for a bus bay per City Standard 121.

LD47. Prior to rough grading plan approval, this project shall submit for review and approval a lot line adjustment for the intention of adjusting the common lot line between APNs 486-280-043 and 486-280-044 required in order to include the proposed desilting basin within the project boundary.

LD48. Prior to building permit issuance, this project shall record the lot line adjustment mentioned in condition of approval LD49.

LD49. Prior to rough grading plan approval, the developer shall incorporate into the plan the recommendations made in the document prepared by LOR Geotechnical Group, Inc. titled “Slope Stability Assessment, Proposed 1:1 (horizontal to vertical) Cut Slope, Proposed Multi-Family Development, SEC Alessandro Boulevard and Lasselle Street, Moreno Valley, California” dated November 2, 2012 as revised on April 10, 2013 including those conditions of approval provided by the City’s consultant, Langan Engineering and Environmental Services, Inc., in a letter dated April 16, 2013. These conditions of approval are listed below for convenience.

- a. Cut slopes in rock can be excavated at 1:1, but colluvium should be sloped back at 2:1.

- b. **Cut slopes shall be mapped upon exposure to confirm wedge analysis results.**
 - c. **Loose boulders identified on the plans or during grading should be removed or stabilized.**
 - d. **Erosion control such as plants or jute netting should be installed on cut slopes.**
- LD50. **Prior to rough grading plan approval, further evaluation of the rock fall potential of certain boulders identified as having the potential to be unstable should be conducted prior to site grading.**
- LD51. **Prior to rough grading plan approval, the grading plan shall show a 2-foot bench upslope of the proposed reinforced concrete v-ditch, terrace drain.**
- LD52. **Prior to rough grading plan approval, the proposed swale from the down drain to the desilting basin shall be constructed of reinforced concrete or as otherwise determined by the City Engineer.**
- LD53. **Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627, modified to include a fully covered, solid roof.**
- LD54. **Prior to precise grading plan approval, the plans shall show onsite concentrated flows being conveyed at the front of parking stalls, instead of down the middle of drive aisles or back of parking stalls, to the extent possible, as approved by the City Engineer.**
- LD55. **Prior to precise grading plan approval, the plan shall show detail of proposed onsite drainages system connections to back of existing catch basins. The one hundred year storm flow hydraulic grade line of existing catch basins shall be shown on the plans to determine the need for additional onsite detention in order to ensure additional project drainage will not cause flooding within the public right-of-way.**
- LD56. **Prior to issuance of a building permit, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.**
- a. **Alessandro Boulevard, Divided Major Arterial, City Standard 101A Modified (134-foot RW / 110-foot CC) shall be constructed to half-width plus an additional 23 feet north of the centerline, along the entire project's north frontage. The standard street section is modified to accommodate a 6-foot wide curb separated sidewalk, set back from curb by 8 feet. A 7-foot right-of-way dedication on the south side of the**

street, along the project's north property line is required and shall be recorded by separate instrument. A 2-foot portion of sidewalk shall be within a pedestrian access easement, which shall be dedicated and located adjacent to and beyond the standard 12-foot wide parkway. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approach, raised landscape median, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, and dry and wet utilities.

- b. Lasselle Street, Arterial, City Standard 104A Modified (100-foot RW / 76-foot CC) shall be constructed to complete any improvements not constructed by the City's Lasselle Street Widening project. The standard is modified to accommodate varying half-street right-of-way widths along project frontage with only 3 feet instead of the standard 6 feet from back of sidewalk to proposed right-of-way. Improvements shall consist of, but not be limited to, sidewalk from the proposed project entrance to Alessandro Boulevard, driveway approach, connections to existing catch basins, street lights, pedestrian ramps, and dry and wet utilities. The applicant shall schedule a walk through with a Land Development Division Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to install, replace and/or repair any missing, damaged or substandard improvements including handicap access ramps that do not meet current City standards.
- c. Driveway approaches shall be constructed per City Standard No. 118C. The project plans shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.
- d. Pavement core samples of existing pavement may be taken and findings submitted to the City for review and consideration of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement structural section is found to be adequate, the developer may still be required to perform a one-tenth inch grind and overlay or slurry seal depending on the severity of existing pavement cracking, as required by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall replace the pavement to meet or exceed the City's pavement structural section standard.

LD57. In the Final WQMP, all bioretention basins shall be designed utilizing the approved final worksheets contained in the RCFC&WCD's *Design Handbook for Low Impact Development Best Management Practices*, dated September 2011 or later.

- LD58. In the Final WQMP, all bioretention basins shall be shown on the WQMP Exhibit and their design volumes shall be calculated based on the RCFC&WCD's approved final worksheets.
- LD59. The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP) for PA13-0006 Boulder Ridge Family Apartments. The F-WQMP shall be consistent with the approved P-WQMP and the Special Project Conditions listed above, as well as in full conformance with the document; *“Water Quality Management Plan - A Guidance Document for the Santa Ana Region of Riverside County dated October 22, 2012.* At a minimum, the F-WQMP shall include the following: stormwater BMPs; LID principles; Source control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.
- LD60. The proposed LID BMP's as identified in the project-specific P-WQMP shall be incorporated into the Final WQMP.
- LD61. The Applicant has proposed to incorporate the use of bioretention basins. Final design and sizing details of all BMPs must be provided in the first submittal of the F-WQMP, per the Special Project Conditions listed above. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance document.
- LD62. The NPDES notes per City Standard Drawing No. 711 shall be included in grading plans.
- LD63. Stormwater BMPs, once placed into operation for post-construction water quality control, shall not be used to treat runoff from construction sites or unstabilized areas of the site.
- LD64. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:
- a. That all stormwater BMPs have been constructed and installed in conformance with the approved plans and specifications;
 - b. That all stormwater BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications;
 - c. That the applicant is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and
 - d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

FIRE PREVENTION BUREAU

1. The hydrant system on the public road shall be extended into this area.
2. The clearance between the structures is measured at the outermost extension of the buildings. There shall be a clear 30' access/separation for any structure that measures 35' or higher to its highest point and a minimum of 24' for all others.
3. Fire lane between buildings 3 and 7 shall be widened to either 24' or 30', depending on the size of the structure next to it.
4. This project is in the high fire severity zone and will have additional construction requirements.
5. Please complete and return attached fire flow letter. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

- F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.
- F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 2250 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B). **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**
- F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super fire hydrants (6" x 4" x 2 1/2" x 2 1/2") and super enhanced fire hydrants (6" x 4" x 4" x 2 1/2") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where

new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)

- F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.2, MVMC 9.15.030)
- F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)
- F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)
- F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)
- F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty-four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less than thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])
- F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])
- F10. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)
- F11. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)
- F12. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)

- F13. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)
- F14. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:
- a) Be signed by a registered civil engineer or a certified fire protection engineer;
 - b) Contain a Fire Prevention Bureau approval signature block; and
 - c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

- F15. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)
- F16. Prior to Certificate of Occupancy or Building Final, all structures shall have fire retardant roofing materials (Class A roofs) as described in CBC Chapter 7A and CFC Chapter 49.
- F17. Prior to issuance of Certificate of Occupancy or Building Final, all multi-family residences shall display the address in a visible location on the street side of the building and visible from public sidewalks. The building numerals shall be a minimum of twelve (12) inches in height and individual dwelling units shall not be less than four (4) inches in height on a contrasting background. The address shall be illuminated as approved by the Fire Prevention Bureau. (CFC 505.1 and MVMC 9.08.100 Section G)
- F18. Prior to issuance of a Certificate of Occupancy or Building Final, a directory display monument sign shall be required for apartment, condominium, townhouse or mobile home parks. Each complex shall have an illuminated diagrammatic layout of the complex which indicates the name of the complex, all streets, building identification, unit numbers, and fire hydrant locations within the

complex. Location of the sign and design specifications shall be submitted to, and approved by, the Community Development Department – Planning Division and the Fire Prevention Bureau prior to installation. (MVMC 9.12.060)

- F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)
- F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)
- F21. Prior to issuance of a Certificate of Occupancy or Building Final, a “Knox Box Rapid Entry System” shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)
- F22. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.
- F23. Prior to issuance of Building Permits, fuel modification plans shall be submitted to the Fire Prevention Bureau for review and approval for all open space areas adjacent to the wildland vegetation interface. (CFC Chapter 49)
- F24. Prior to issuance of Building Permits, plans for structural protection from vegetation fires shall be submitted to the Fire Prevention Bureau for review and approval. Measures shall include, but are not limited to: noncombustible barriers (cement or block walls), fuel modification zones, etc. (CFC Chapter 49)
- F25. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)
- F26. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and

constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)

- F27. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.
- F28. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)
- F29. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)
- F30. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)
- F31. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)
- F32. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)
- F33. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)
- F34. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F35. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

FIRE FLOW LETTER

Date: 05/07/13	Address:
Case Number: PA13-0006, 0007, 0008	A.P.N.: 486-280-044

This is certification the water system is capable of meeting the following required fire flows as determined by the California Fire Code Appendix B.

Based on the information provided on the above referenced case. The fire flow required for this project will be 2250 G.P.M. for duration of 4 -HOURS measured at 20-psi residual pressure.

The required fire flow may be adjusted during the approval process to reflect changes in design, construction type or automatic fire protection measures as approved by the Fire Prevention Bureau.

**Applicant/
Developer:** _____

By: _____ **Date:** _____

Title: _____

WATER AGENCY APPROVAL

Name of Agency: _____

Address: _____

Telephone: _____ **Date:** _____

By: _____ **Title:** _____

NOTE: THE COMPLETION AND SUBMITTAL OF THIS LETTER TO THE FIRE PREVENTION BUREAU SHALL NOT BE CONSTRUED AS APPROVAL FOR THE INSTALLATION OF THE REQUIRED FIRE HYDRANT (S) AND/OR WATER SYSTEM.

FINANCIAL & MANAGEMENT SERVICES DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA13-0006**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Financial & Management Services Department 951.413.3480 or by emailing specialdistricts@moval.org.

General Conditions

- SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.
- SD2. Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. To obtain a copy of these guidelines, please contact the Special Districts Division at 951-413-3480 or visit the Special Districts webpage at www.moval.org/sd.
- SD3. The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscape maintenance for a period of one (1) year as per the *City of Moreno Valley Public Works Department Landscape Design Guidelines*, or until such time as the District accepts maintenance responsibilities.
- SD4. Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

- SD5. The ongoing maintenance of any landscaping required to be installed behind the curb on **Alessandro Blvd. and Lasselle St.** shall be the responsibility of the property owner.
- SD6. Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)
- SD7. Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)
- SD8. Streetlight Authorization forms, for all streetlights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to streetlight installation. The Streetlight Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

Prior to Building Permit Issuance

- SD9. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)
- SD10. (BP) This project has been conditioned to provide a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems. In order for the Developer to meet the financial responsibilities to fund the defined maintenance, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.
- a. Participate in a special election for annexation into **Community Facilities District No. 1**; or
 - b. Establish an endowment to cover future maintenance costs for new neighborhood parks.

Annexation to CFD No. 1 shall be completed or proof of payment to establish the endowment shall be provided prior to the issuance of the first building permit for this project.

SD11. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD12. (BP) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **Alessandro Blvd.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

- a. Participate in a ballot proceeding for **improved median maintenance** and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
- b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

SD13. *Commercial* (BP) If Land Development, a Division of the Community and Economic Development Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on-site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD14. (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential

Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C programs. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

SD15. (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Covenant of Assessments** for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.

SD16. (BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community and Economic Development Department–Planning Division, the Financial & Management Services Department–Special Districts Division, and the Public Works Department–Transportation Division prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD18. (CO) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for the **first building** for this project.

SD19. (CO) Landscape and irrigation plans for parkway, median, slope, and/or open space landscape areas designated for incorporation into Moreno Valley Community Services District shall be placed on compact disk (CD) in pdf format. The CD shall include "As Built" plans, revisions, and changes. The CD will become the property of the City of Moreno Valley and the Moreno Valley Community Services District.

PUBLIC WORKS DEPARTMENT

Transportation Engineering Division – Conditions of Approval

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

General Conditions

- TE1. Alessandro Boulevard is classified as a Divided Major Arterial (134'RW/110'CC) per City Standard Plan No. 101A modified for curb separated sidewalk. Any improvements to the roadway shall be per City standards. Improvements include a landscaped, raised median along project frontage per the alignment study. Pavement tapers may be necessary east and west of the project frontage. Traffic signal modifications will be necessary at the Alessandro Boulevard/Lasselle Street intersection.**
- TE2. Lasselle Street is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A, modified. Any improvements to the roadway shall be per City standards.**
- TE3. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Driveway access shall be the following:**
- The Alessandro Boulevard driveway will have right-in, right-out access due to the raised median along Alessandro Boulevard.
 - The Lasselle Street driveway shall be restricted to emergency vehicle and exit only access.
- TE4. The Alessandro Boulevard gated entrance shall be provided with the following:**
- a) A storage lane with length sufficient to support an emergency response vehicle.
 - b) A second storage lane for visitors to stop in prior to the gate to utilize a call box (or other device) to receive permission to enter the site.
 - c) Signing and striping for a and b.
 - d) A turnaround outside the gates.
 - e) No Parking signs shall be posted in the turnaround areas.
 - f) A separate pedestrian entry.

- g) Presence loop detectors (or another device) within 1 to 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

- TE5. Conditions of approval may be modified or added if a phasing plan is submitted for this development.

Prior to Improvement Plan Approval or Construction Permit

- TE6. **Prior to final approval of the street improvement plans, a bus bay per City Standard Plan No. 121 shall be designed for eastbound Alessandro Boulevard, just east of Lasselle Street.**
- TE7. **Prior to final approval of the street improvement plans, the preliminary alignment study shall be engineered to determine final roadway design dimensions.**
- TE8. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.
- TE9. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.
- TE10. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. 125A, B, C.

Prior to Building Permit

- TE11. **(BP) Prior to the issuance of Building Permits, traffic signal modification plans shall be prepared by a registered civil or electrical engineer and submitted to the City for the intersection of Alessandro Boulevard at Lasselle Street. The traffic signal shall be modified prior to issuance of a Certificate of Occupancy.**

Prior to Certificate of Occupancy or Building Final

- TE12. **(CO) Prior to issuance of a Certificate of Occupancy, the traffic signal at Alessandro Boulevard and Lasselle Street shall be modified as necessary and fully operational to the satisfaction of the City Traffic Engineer.**
- TE13. **(CO) Prior to issuance of a Certificate of Occupancy, the improvements identified in conditions TE1 and TE6 shall be constructed per the approved plans.**

Prior to Acceptance of Streets into the City-maintained Road System

TE14. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.

Moreno Valley Utility

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA13-0006; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3500. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Energizing MVU Electric Utility System and Certificate of Occupancy

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution:** Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering

plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project is responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

- PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)
- PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:
- a. The name (if applicable) and address of the development.
 - b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)
- PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community and Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)
- PD4. Addresses need to be in plain view, visible from the street and visible at night.
- PD5. Sufficient lighting is to be provided over all mailbox areas.

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MITIGATED *NEGATIVE* DECLARATION

PROJECT TITLE AND FILE NUMBER: PA13-0006 (Plot Plan), PA13-0007 (Zone Change), PA13-0008 (General Plan Amendment), and P13-029 (Variance)

PROJECT APPLICANT: Rancho Belago Developers, Inc.

TELEPHONE NUMBER: (951) 686-6600

PROJECT LOCATION: Southeast corner of Alessandro Boulevard and Lasselle Street

PROJECT DESCRIPTION: Plot Plan application for a 141 unit affordable apartment project on a site of approximately 10 acres. Project to include eight apartment buildings, two clubhouses with tot lots and pools. Unit mix of 1 to 3 bedroom apartments ranging from 723 square feet to 1,301 square feet. Development of this project will require a Zone Change and General Plan Amendment from Neighborhood Commercial / R15 to R30 / Open Space to allow for higher density multiple family land uses and to protect the existing slopes and rock outcroppings. The site has been graded previously under permit. The project also proposes a variance to reduce the covered parking requirement from 2 spaces to 1 space per unit for the 3-bedroom units.

FINDING

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

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

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

PREPARED BY: Jeff Bradshaw

DATE: May 2, 2013

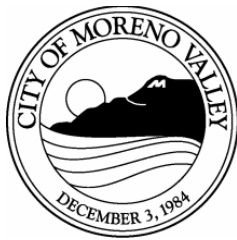
NOTICE

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

DATE ADOPTED:

BY:

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

1. Project Title: Boulder Ridge Family Apartments

Plot Plan – PA13-0006
Zone Change – PA13-0007
General Plan Amendment – PA13-0008
Variance – P13-029
2. Lead Agency Name and Address: City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553
3. Contact Person and Phone Number: Jeff Bradshaw, Associate Planner
(951) 413-3224
4. Project Location: Southeast corner of Alessandro Blvd. and Lasselle St.
(APN: 486-280-044 and ½ acre portion of -043)
5. Project Sponsor's Name and Address: Rancho Belago Developers, Inc.
5051 Canyon Crest Dr., Ste. #200
Riverside, CA 92507
6. General Plan Designation: Existing: Commercial (C) / Residential Office (R/O)
Proposed: R30 / Open Space
7. Zoning: Existing: Neighborhood Commercial (NC) / R15
Proposed: R30 / Open Space
8. Description of the Project:

The Boulder Ridge Family Apartment project proposes to develop a 141 unit affordable apartment project on an 8.5 acre parcel. The project will include eight apartment buildings, two clubhouses with tot lots and pools. The apartments include a unit mix of 1 to 3 bedroom apartments ranging from 723 square feet to 1,301 square feet. Development of this project will require a zone change and general plan amendment from Neighborhood Commercial R15 to R30 / Open Space to allow for higher density multiple family land uses and to protect the slopes and hilltop portions of the site. The site has been disturbed previously under permit. The project proposes to develop within the disturbed portion of the site and protect the slopes and boulder strewn hilltop. A variance is also proposed to allow for a reduced covered parking requirement for the 3-bedroom units from 2 covered spaces per unit to 1 per unit.

9. Surrounding Land Uses and Setting:

The area surrounding the proposed project includes vacant commercial land at the northwest, northeast and southwest corners of Alessandro Boulevard and Lasselle Street. The vacant property at the northeast corner of Alessandro and Lasselle has an active approval for development of a grocery store. Vacant land immediately to the north is zoned R5 for single-family development with vacant R15 zoned land to the south, east and southeast.

Existing tract homes are located to the southwest in the RS-10 and R5 zones and to the northwest in the R5 zone on the west side of Lasselle Street and to the northeast along Morrison Street between Bay Street and Alessandro Boulevard. The Riverside County Medical Center is located approximately one mile to the southeast at Nason Street and Cactus Avenue.

Overall, the proposed Plot Plan, Zone Change, and General Plan Amendment are compatible with the City's General Plan and existing land uses.

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

None

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

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

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

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

Signature Date

Printed Name For

EVALUATION OF ENVIRONMENTAL IMPACTS

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

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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I. AESTHETICS. Would the project:

a) Have a substantial adverse effect on a scenic vista? X

The Moreno Valley General Plan identifies scenic highways, panoramic viewsheds, and photographic viewing locations within the aesthetic resource element. The General Plan identifies no scenic roadways or panoramic viewsheds in the project vicinity. The project site is comprised of level to steeply sloping topography with substantial rock outcroppings across the surface of a hilltop. The site has been disturbed previously under permit. The project proposes to develop within the disturbed portion of the site and protect the slopes and boulder strewn hilltop. The proposed development includes 3-story, 40 foot tall apartment buildings. Immediate views of the hilltop from portions of Lasselle Street and Alessandro Boulevard will be obstructed by the buildings. However, the buildings will not exceed height of existing slopes. Off-site view of the hilltop, from a distance, will remain unobstructed. Therefore, as designed and conditioned, the proposed plot plan, Zone Change and General Plan Amendment will have no effect on a scenic vista.

b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway? X

The project property topography varies from level to steeply sloping with substantial rock outcroppings across the surface of the hilltop. Based upon review of the General Plan, the subject site does not include scenic resources. The site is regularly cleared for purposes of weed abatement. There are rock outcroppings, but no trees and no historic buildings on site. There are no scenic highways in the area. The site has been previously disturbed under authorized permit. The project proposes to develop the existing level areas and protect the existing slopes and rock outcroppings. As designed and conditioned, the proposed plot plan, Zone Change and General Plan Amendment will not substantially damage scenic resources.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

At completion, the proposed project would consist of 141 apartments in 8 buildings on approximately 10 acres. The proposed plot plan would be developed with multiple residential structures, private drive aisles, common open space and parkway landscape as required by the City’s Municipal Code and Design Guidelines. The Design Guidelines and the Municipal Code provide a framework that ensures that any new development would be designed and constructed in a manner consistent with surrounding land uses. Therefore, the proposed project would be aesthetically similar to the surrounding residential uses with regard to architectural style, design, materials, colors, landscaping, and height. The proposed variance will allow for a reduction in the number of covered parking spaces. This will create opportunities for more on-site open space and improve the visual character of the site. The project will comply with the City’s standard conditions of approval including compliance with landscaping and development standards. As the proposed project would develop the project site in a manner consistent with existing adjacent uses and the Municipal Code, the project would not significantly degrade the existing visual character or quality of the site and surroundings.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? X

The project would introduce some additional new light sources into the area, as the proposed apartment project would have some outdoor lighting. The type of lighting provided would be similar to that associated with existing multiple family projects in the area, and would not create a substantial increase in lighting or glare. Mt. Palomar Observatory, located in the northern portion of San Diego County, has noted that the continued urbanization of southwestern Riverside County reduces the usefulness of the observatory due to emission of lighting from streetlights, automobiles, residences and businesses. This type of lighting condition is known as “skyglow”. Properties located within a 45 mile radius of the observatory are considered to have the potential to contribute to lighting impacts at the observatory. Although the City of Moreno Valley General Plan does not address the Mt. Palomar Observatory, the proposed project site is identified in the Riverside County General Plan as being located within a 45 mile distance of the facility, which is referred to as “Zone B” of the “Mt. Palomar Nighttime Lighting Policy Area (Riverside County, 2003a, Reche Canyon/Badlands Area Plan 33). The proposed apartments will be required to comply with Municipal Code provisions regarding screening of outdoor light fixtures and limitations of the intensity of the project lighting. As designed and conditioned, the project will not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area and will not conflict with the operation of the Mt. Palomar Observatory.

II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?

a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use? X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The Municipal Code allows for agricultural uses such as crops in all zoning districts. The site is designated as ‘Other’, not prime farmland, on the State Important Farmland Map. ‘Other’ is described as a non-agricultural area surrounded on all sides by urban development. The site has no agriculturally productive activities occurring within the project boundaries.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
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The site is not currently in agricultural use, or under Williamson Act control. There is no existing surrounding agricultural use, or sites under Williamson Act contract. The Municipal Code allows for agricultural uses such as crops in all zoning districts, therefore, the proposed plot plan and tentative tract map do not conflict with existing zoning for agricultural use, or impact sites under Williamson Act contract.

c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
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There is no immediate surrounding or proposed agricultural use according to the General Plan. The proposed plot plan and tentative tract map will not involve changes to the existing environment, which will result in the conversion of farmland to non-agricultural use.

III. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
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b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.			X	
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(a and b) The Air Quality Management Plan (AQMP) sets forth a comprehensive program that will lead the air basin into compliance with all federal and state air quality standards. The AQMP control measures and related emission reduction estimates are based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. Accordingly, conformance with the AQMP for development projects is determined by demonstrating compliance with local land use plans and/or population projections.

Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under the existing land use designations and will not exceed General Plan build out projections for the project site. The proposed plot plan, Zone Change, and General Plan Amendment would not obstruct implementation of the South Coast Air Quality Management Plan or violate any air quality standard or contribute substantially to an existing or projected air quality violation.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
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CEQA Section 21100 (e) addresses evaluation of cumulative effects allowing the use of approved land use documents in a cumulative impact analysis. CEQA Guidelines Section 15064 (i)(3) further stipulates that for an impact involving a resource that is addressed by an approved plan or mitigation program, the lead agency may determine that a project’s incremental contribution is not cumulatively considerable if the project complies with the adopted plan or program. In addressing cumulative effects for air quality, the AQMP is the most appropriate document to use because the AQMP sets forth a comprehensive program that will lead the air basin, including the project area, into compliance with all federal and state air quality standards and utilizes control measures and related emission reduction estimates based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments.

The proposed project is in conformance with the AQMP and the project is not significant on an individual basis according to the Daily Thresholds of Potential Significance for Air Quality, SCAQMD Air Quality Handbook. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under the existing land use designations and will not exceed General Plan build out projections for the project site. Therefore, it is appropriate to conclude that the project’s incremental contribution to criteria pollutant emissions is not cumulatively considerable.

d) Expose sensitive receptors to substantial pollutant concentrations?			X	
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The nearest sensitive receptors include Hendrick Ranch Elementary School located approximately ½ mile to the west and Vista Del Lago High School located approximately ¾ mile to the south. Existing single-family tract homes are located across the street to the southeast at Brodiaea Street and Lasselle Street, and approximately ¼ mile to the northwest and northeast. Considering the direction of the prevailing winds from northwest to southeast, dispersion of the pollutants, and the quantity of pollutants generated, the project will not expose sensitive receptors to substantial pollutant concentrations.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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e) Create objectionable odors affecting a substantial number of people?			X	
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The site has been disturbed in the past under prior permit. The project proposed to develop with the existing level area and slopes. The preliminary grading plan identifies that the site will require grading within the level portions of the site with an estimate of 40,000 cubic yards of excavation and 15,000 cubic yards of embankment. The proposed project presents the potential for generation of objectionable odors in the form of diesel exhaust in the immediate vicinity of the site during construction of the project. The closest areas with substantial numbers of people are existing single-family residences located across the street to the southeast at Brodiaea Street and Lasselle Street, and approximately ¼ mile to the northwest and northeast. However, these emissions would rapidly dissipate and be diluted by the atmosphere downwind of the emission sources. Recognizing the direction of the prevailing winds (northwest to southeast), dispersion and quantity of the pollutants, the project will not subject a substantial number of people to objectionable odors. Air quality pollutants associated with multiple-family residential uses are primarily generated from mobile sources such as cars. No other uses are proposed that would generate substantial concentrations of harmful air pollutants, as well as objectionable odors not typical of a residential area. No significant impacts would occur.

IV. BIOLOGICAL RESOURCES. Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U. S. Fish and Wildlife Service?			X	
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The project site is comprised of approximately 10 acres located at the southeast corner of Alessandro Boulevard and Lasselle Street. The project site is a vacant square shaped parcel that is level to steeply sloping with a rocky hilltop. The site is at or above grade with adjacent Alessandro Boulevard and Lasselle Street. No suitable habitat or MSHCP-designated survey areas for riparian and wetland-associated plant and animal species are present on the project site. No vernal pools or vernal pool species are present on the project site. The project site is in an area that the Multiple Species Habitat Conservation Plan (MSHCP) has identified as having the potential for burrowing owl habitat. A Biological Reconnaissance Survey and Habitat Assessment for Burrowing Owl was prepared in April 2013 by Tetra Tech. Based on the results of the field survey of the site, there is no likelihood of sensitive resources being found on the site. No sensitive plant or animal species were observed on the site. No suitable habitat for occupation by burrowing owls was observed and no signs of burrowing owl or owls were observed on the site. The consultant does not recommend additional surveys for burrowing owl. However, the project has been conditioned to conduct a pre-construction survey for burrowing owl, 30 days in advance of grading or site disturbance. This project will not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, by the California Department of Fish and Wildlife or U. S. Fish and Wildlife Service.

b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U. S. Wildlife Service?			X	
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A Biological Reconnaissance Survey and Habitat Assessment for Burrowing Owl was prepared in April 2013 by Tetra Tech. Based on the results of the field survey of the site, no vernal pools or vernal pool species are present on the project site. No riverine/riparian habitat is located on the site. The project will not have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations by the California Department of Fish and Wildlife or U. S. Wildlife Service.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
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There are no wetland resources on the site. Therefore, the development of this project will not have a substantial adverse effect on federally protected wetlands.

d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
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This site is on the edge of an urbanized area with existing development occurring in the near vicinity of the project site. The site is not in the immediate vicinity of a migratory wildlife corridor or a wildlife corridor designated in the Multiple Species Habitat Conservation Plan (MSHCP). None of the sensitive species, including burrowing owl, initially identified by the MSHCP as having the potential of occurring on the site were observed during the site surveys. The proposed project will not directly impact sensitive species.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The proposed project will not conflict with any General Plan or local policies pertaining to the protection of biological resources. The project is consistent with the goals and objectives of the General Plan under the proposed R30 land use designation. This project has been conditioned to replace all mature trees with a 4-inch caliper or greater per the City's Municipal Code.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?			X	
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The project is not within one of the Multiple Species Habitat Conservation Plan (MSHCP) criteria areas, which are potential habitat preservation areas. The proposed project will not conflict with the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP) or MSHCP or any other known local, regional or state habitat conservation plans. The project will be conditioned to pay required SKR mitigation fees. Also, the City participates in the MSHCP, a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. This project will also be subject to impact fees to support the implementation of the Multiple Species Habitat Conservation Plan.

V. CULTURAL RESOURCES. Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?		X		
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b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		X		
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a and b) The project proposes development of a 141 unit affordable apartment complex on the 10 acres of Assessor's Parcel Number 486-280-044. The development requires installation of a desilting basin to be located on a portion (approximately 1/2 acre) of the adjoining parcel (APN 486-280-043) to the south. Based upon review of a 1987 citywide survey (Archeological Research Unit, University of California, Riverside), it appeared that there were known cultural resources located within the project site.

An archaeological survey was prepared for the project site (APN 486-280-044) by Tetra Tech in September 2007. The survey included site surveys which were conducted to identify the presence or likely presence of cultural resources including prehistoric sites and sites significant to Native American cultural groups. No prehistoric, historic, or Native American cultural resource sites were identified during the site survey. A record search was conducted by the Eastern Information Center which indicated that no listed or eligible National Registrar or Historic Plan properties were located within a mile of the project site. No cultural landscapes, ethnic resources, or cultural resources listed as California Historic Landmarks were noted on the project site. Seven cultural resource studies have been conducted within a one mile radius of the project site. The records check indicated that there are no known cultural resources within the boundaries of the project site. Based on the results of the record search and site survey, Tetra Tech did not recommend the presence of a qualified archaeologist during grading or site disturbance activities. The results/recommendations of the 2007 survey were re-certified by Applied Earthworks, Inc. on April 9, 2013 following a site survey on April 4, 2013.

A second archaeological survey was prepared for a 1.0 acre portion of adjacent Assessor's Parcel Number 486-280-043 by CRM Tech in April and May 2013. The project proposes to construct a desilting basin in this area and through a lot line adjustment, join the desilting basin to the larger apartment site. A record search and site survey were completed for this area. No cultural resources were discovered during the site survey and based on the results of the record search and site survey, CRM Tech did not recommend the presence of a qualified archaeologist during grading or site disturbance activities.

The archaeological surveys did not identify cultural resources within the boundaries of the proposed development nor recommend monitoring or other mitigation. However, in order to avoid impacts to potential cultural resources within the project site boundaries, conditions of approval and mitigation measures will be required of the project to ensure the participation of a monitor(s) including a qualified archaeologist and tribal representatives during all grading and site disturbance activities. If recorded archaeological sites are found to be within the limits of the project site within undisturbed slopes or rock outcroppings, a long-term preservation plan for the protection of these cultural resources will be prepared and executed between the appropriate Native American Tribe and the Project Applicant. The following mitigation measures shall be required of the project:

MM CUL-1 Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Moreno Valley that a Cultural Resources Monitoring Agreement has been secured for qualified Tribal representatives and that a professional archaeological monitor has been retained by the Applicant to conduct monitoring of all mass grading and trenching activities and has the authority to temporarily halt and redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist and Tribal representatives shall attend the

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pre-grading meeting with the City and contractors to explain and coordinate the requirements of the monitoring program.

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MM CUL-2 Prior to the issuance of a grading permit, the Applicant shall provide evidence to the City of Moreno Valley that appropriate Native American representative(s), Project Archaeologist and the Tribal representative(s) shall be allowed to monitor and have received a minimum of 30 days advance notice of all mass grading and trenching activities. During grading and trenching operations, the Tribal representatives and the project archaeological monitor shall observe all mass grading and trenching activities per the Cultural Resources Monitoring Agreement. If the Tribal representatives suspect that an archaeological resource may have been unearthed, the archaeologist or the tribal representative shall immediately halt and redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the appropriate Native American Tribe(s), the archaeological monitor shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2.

MM CUL-3 If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be suspended 100 feet around the resource(s). The archaeological monitor and representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division shall confer regarding mitigation of the discovered resource(s). A treatment plan and/or preservation plan shall be prepared and by the archaeological monitor and reviewed by representatives of the appropriate Native American Tribe(s), the Project Applicant, and the City Planning Division and implemented by the archaeologist to protect the identified archaeological resource(s) from damage and destruction. The landowner shall relinquish ownership of all archaeological artifacts that are of Native American origin found on the Project site to the culturally affiliated Native American tribe(s) for proper treatment and disposition. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City Planning Division, the appropriate Native American tribe(s), and the Eastern Information Center at the University of California, Riverside. All cultural material collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site shall be curated according to the current professional repository standards and may include the Pechanga Bands curatorial facility.

MM CUL-4 Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

“If any suspected archaeological resources are discovered during ground-disturbing activities and the archaeological monitor or Tribal representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the project archaeologist and the Tribal representatives to the site to assess the significance of the find.”

MM CUL-5 Prior to grading permit issuance, the City shall verify that the following note is included on the Grading Plan:

“If any suspected paleontological resources are discovered during ground-disturbing activities, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call a qualified paleontologist to the site to assess the significance of the find. A qualified paleontologist shall evaluate the suspected resource. If the paleontologist determines that the find is not unique, construction shall be permitted to proceed. However, if the paleontologist determines that further information is needed to evaluate significance, the City of Moreno Valley shall be notified and a treatment plan shall be prepared and implemented in consultation with the City to protect the identified paleontological resource(s) from damage and destruction.”

MM CUL-6 If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made by the Coroner. If the Riverside County Coroner determines the remains to be Native American, the California Native American Heritage Commission must be contacted within 24 hours. The Native American Heritage Commission must then immediately notify the “most likely descendant(s)” of receiving notification of the discovery. The most likely descendant(s) shall then make recommendations within 48 hours, and engage in consultations concerning the treatment of the remains as provided in Public Resources Code §5097.98.

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MM CUL-7 There are recorded archaeological sites within the vicinity of the Project, but no recorded archaeological sites within the Project boundaries. Prior to construction of the project, the developer shall coordinate with the City on a fence plan to restrict movement from the project site onto off-site resources on the adjacent parcel (APN 486-280-043) to reduce potential impacts by non-construction activities on recorded off-site archaeological resources. If the project limits are determined to include recorded archaeological sites that are outside of areas proposed for development, then, given the sensitivity of these resources and the potential for their impact by non-construction activities, a long-term preservation plan for the protection of these cultural resources will be prepared and executed between the appropriate Native American Tribe and the Project Applicant. The sites that will be included in the preservation plan shall include but not be limited to CA-RIV-857, CA-RIV-3159, CA-RIV-3341 and CA-RIV-3342. The Preservation Plan must, at a minimum, include provisions for allowable activities, if any, around the cultural resources; what kinds of protective measures will be put in place (i.e., appropriate fencing, use of native plants and other methods that are acceptable to all parties); the roles of each party with respect to the maintenance and protection of the resources and any surrounding landscaping; methods of addressing nuisance concerns and potential vandalism; and any other provisions necessary for the protection of these cultural resources in perpetuity.

Source: Archeological Research Unit, University of California, Riverside, 1987; Archaeological Survey, Tetra Tech, Inc., September 2007; Re-certification Letter, Applied Earthworks, Inc., April 2013; Archaeological Survey, CRM Tech., May 2013.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
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There are no known unique paleontological resources on the project site. However, the project site includes steeply sloping hillsides and a rocky hilltop. The project proposes to limit development to the existing level areas and protect the slopes and rock outcroppings in place and avoid impacts to unique geologic features on site. The proposed Zone Change and General Plan Amendment will place the slopes and rocky hilltop within an Open Space designation. The project has been conditioned to protect the slopes and rock outcroppings through the recordation of an environmental constraints sheet. A condition of approval/mitigation measure will be placed on the project to cease excavation or construction activities if archaeological, paleontological, or historical resources are uncovered on the project site.

d) Disturb any human remains, including those interred outside of formal cemeteries?			X	
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No known human remains have been identified at the project site. Conditions of approval address the issue of inadvertent discoveries. A standard condition of approval will be placed on the project to cease excavation or construction activities if archaeological, paleontological, or historical resources uncovered on the project site.

VI. GEOLOGY AND SOILS. Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:

(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
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According to the City's General Plan, the project site is not on, or close to, any known earthquake fault. There is no new information that would indicate the existence of a fault or fault tract in proximity of the site. Accordingly, there is no risk of ground rupture due to faulting at the proposed project site.

(ii) Strong seismic ground shaking?			X	
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According to the City's General Plan, the project site is not on, or close to, any known earthquake fault. The nearest fault is the San Jacinto fault system, which is located about 12-miles to the northeast. The San Andreas fault system is more than 25 miles from the site. The active Sierra Madre and San Gabriel fault zones lie roughly 35 and 40 miles respectively to the northwest of the site. The active Elsinore and Newport-Inglewood fault zones lie approximately 20 and 45 miles, respectively, to the southwest of the site. This faulting is not considered a significant constraint to development on the site with the use of current building codes. Ground-shaking intensity could be moderately-high during a 100-year interval earthquake. Foundation designs will be reviewed to ensure incorporation of appropriate engineering recommendations to mitigate any such seismicity. There is no new information that would indicate the existence of a fault on the site.

(iii) Seismic-related ground failure, including liquefaction?			X	
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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According to the City's General Plan, the project site is not on, or close to, any known earthquake fault. However, ground-shaking intensity could be moderately-high during a 100-year interval earthquake. The potential for seismic related failure or liquefaction on the site is minimal based on the water table and soil conditions at the site.

(iv) Landslides?		X		
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This site includes a hilltop with steep slopes and rock outcroppings. The project proposes some manufactured slopes which are conditioned to comply with City Public Works standards for storm runoff and slope design. The manufactured slopes will be landscaped and irrigated for erosion control. Based upon the results of a slope stability analysis, the following conditions of approval and mitigation measures will be required:

- MM LD-1 Cut slopes in rock can be excavated at 1:1, but colluvium shall be sloped back at 2:1;
- MM LD-2 Cut slopes to be mapped upon exposure to confirm wedge analysis results;
- MM LD-3 Further evaluation of boulders identified as having the potential to be unstable shall be conducted prior to site grading;
- MM LD-4 Loose boulders identified on the map or during grading shall be removed or stabilized; and
- MM LD-5 Erosion control such as plants or jute netting shall be installed on cut slopes.

As designed and conditioned and with the enforcement of mitigation measures, impacts from landslides are less than significant.

(b) Result in substantial soil erosion or the loss of topsoil?			X	
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The development of the site will likely result in the reduction of erosion with the placement of buildings and landscaping on the site. During construction, there is the potential for less than significant impacts for short-term soil erosion from minimal excavation and grading. This will be addressed as part of standard construction, such as watering to reduce dust and sandbagging, if required, during raining periods.

(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		X		
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The geologic unit or soil is not known to be unstable based on current resources. Based upon the results of a slope stability analysis, the conditions of approval and mitigation measures referenced in the response to checklist question VI.a.iv above, will be required. As designed and conditioned and with the enforcement of mitigation measures, impacts from landslides are less than significant.

(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
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According to the City's environmental information, the geologic unit or soil is not known to be unstable. As provided for in the conditions of approval, the applicant must provide a soils and geologic report to City Public Works Department prior to site grading. As designed and conditioned, the potential for the project to create substantial risks to life or property is less than significant.

(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
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The proposed apartment project will operate on a sewer system that will be reviewed, approved and installed according to Eastern Municipal Water District requirements. The proposed project will not be introducing septic tanks or alternative water disposal systems.

VII. GREENHOUSE GAS EMISSIONS. Would this project?

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
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Global climate change is caused by greenhouse gas (GHG) emissions throughout the world. Mitigating global climate change will require worldwide solutions. Greenhouse gases are gases emitted from the earth's surface that absorb infrared radiation in the atmosphere. Increases in these gases lead to more absorption of radiation and warm the lower atmosphere, and therefore increase evaporation rates and temperatures on the Earth's surface. The City of Moreno Valley has adopted a Climate Action Strategy. However, at this time, there are no widely accepted thresholds of significance for determining the impact of GHG emissions from an individual project, or from a cumulative standpoint. As provided for in the CEQA Guidelines (Section 15064.4), it is necessary for the lead agency to make a good-faith effort in considering GHG emissions on a project specific basis. Based on the scope of the project and consistency of the proposed Zone Change and General Plan Amendment with the City's adopted General Circulation Element and build out scenarios, the City has chosen to rely on a qualitative analysis. To the extent possible based on scientific and factual data available, it has been determined that this project will not result in generating greenhouse gas emissions that will either directly or indirectly have a significant impact on the environment.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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On October 9, 2012, the Moreno Valley City Council approved an Energy Efficiency and Climate Action Strategy and related Greenhouse Gas Analysis. The proposed project does not conflict with this strategy or any other applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project?

a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
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The proposed project will not involve the routine transport, use or disposal of hazardous materials. Since the project will not involve the routine transport, use or disposal of hazardous materials, there will be no potential for a significant hazard to the public or the environment.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
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The proposed project will not involve the routine transport, use or disposal of hazardous materials. The proposed project will not create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials. Since the project will not involve the routine transport, use or disposal of hazardous materials, there will be no potential for a significant hazard to the public or the environment.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
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Hendrick Ranch Elementary School is located approximately 1/2 mile to the west and Vista Del Lago High School located approximately 3/4 mile to the south. The project as designed and conditioned will not emit hazardous emissions or handle hazardous materials.

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

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
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The nearest airport is the March Air Reserve Base located approximately 4 miles to the west. The distance to the runway is approximately 6 miles. The site is not within the crash zones or the noise contours identified in the most recent Air Installation Compatible Use Zone (AICUZ) study. (Municipal Code Section 9.07.060) The site is not within an airport land use plan.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
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There are no private airstrips within the City of Moreno Valley. The project is not within proximity of a private airstrip. Therefore, the project would not result in a safety hazard pertaining to proximity of a private airstrip.

g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
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The proposed project would not have any direct effect on an adopted emergency response plan, or emergency evacuation plan. The City's emergency plans are also consistent with the General Plan. The proposed plot plan has been designed and conditioned to provide required circulation and required fire access to allow for ingress of emergency vehicles and egress of residents. Therefore, the proposed project would not be in conflict in any way with the emergency response or emergency evacuation plans.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?			X	
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The proposed project site is not adjacent to wildlands, but is located in the Very High Fire Hazard Severity Zone. The project has been conditioned to comply with all special construction features as required in Chapter 7A of the California Building Code. As designed and conditioned, the project, and as such would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. In addition, the project is not located within a designated wildland area.

IX. HYDROLOGY AND WATER QUALITY. Would the project:

a) Violate any water quality standards or waste discharge requirements?			X	
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Pursuant to the requirements of the Santa Ana Regional Water Quality Control Board, a project specific Water Quality Management Plan (WQMP) is required of certain projects involving discretionary approval. This project requires a WQMP to address pollutants of concern. Site Design and Source Control best management practices (BMP) are conditioned to be used throughout the project. Treatment BMPs will be selected and implemented which are medium to highly effective in treating pollutants of concern. Final design and sizing details of all BMPs must be provided in the first submittal of the F-WQMP, per the Special Project Conditions listed above. The project has been conditioned to provide documentation that runoff will be treated in conformance with the "Riverside County Water Quality Management Plan for Urban Runoff" dated January 29, 2010 and approved by the Santa Ana Regional Water Quality Control Board (Guidance Document).

Additionally, grading activities would temporarily expose soils to wind and water erosion that would contribute to downstream sedimentation. The proposed project would comply with all permits and development guidelines associated with urban water runoff and discharge set forth by the City of Moreno Valley and the Regional Water Quality Control Board. With the approval of the storm drainage facilities by the City Engineer and Riverside County Flood Control District, as well as complying with all applicable storm water discharge permits, impacts would be less than significant.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
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The Eastern Municipal Water District (EMWD) would provide the proposed project with potable water as opposed to utilizing individual water wells. Potable water is adequate to serve the proposed project. Although the project would cover a majority of the site with impervious surfaces, the landscaped areas would still provide a means for groundwater recharge. Impacts would be less than significant.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
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There is no stream or other streambed or river on the project site, so the project will not cause a change in the existing on-site drainage pattern that would result in substantial erosion or siltation on- or off-site. During construction of the project, there is the potential for some sediments to be discharged within the storm water system. Erosion control plans are required for projects prior to issuance of grading permits for preventing substantial erosion. The project as designed and conditioned will not change the existing drainage pattern that would result in substantial erosion or siltation on- or off-site. Impacts would be less than significant.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?			X	
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There is no blue-line stream or other streambed or river on the project site, however, there are surface drainage facilities that will be removed through development of the project site. The project as designed and conditioned will not cause a change in the existing drainage pattern that would result in substantial erosion or siltation on- or off-site. Therefore, project implementation would not result in modifications that could ultimately result in substantial erosion or siltation on- or off-site. Impacts would be less than significant.

e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The proposed project is consistent with the City's General Plan. All storm drainage improvements would be developed to the standards of the City Engineer and the Riverside County Flood Control Agency. Additionally, the project has been designed in accordance with the City's standard conditions of approval, which includes measures pertaining to storm drainage facilities and runoff. It should be noted that the Riverside County Flood Control Agency was contacted and indicated in a letter dated March 11, 2013, that the proposed project involves District Master Plan facilities and is located within the limits of the District's Sunnymead / Moreno Area Drainage Plan and that drainage fees have been adopted, which will need to be paid prior to the issuance of permits.

As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This would incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to water erosion that would contribute to downstream sedimentation. However, the tract is subject to the permit requirements of the Santa Ana Regional Water Quality Control Board. As the site is currently unpaved and exposed, development of the proposed project would lessen the existing site contribution to sediment runoff at project completion. With the approval of the storm drainage facilities by the City Engineer and Riverside County Flood Control District, incorporation of conditions of approval into the project's design, as well as compliance with all applicable storm water discharge permits, impacts would be less than significant.

f) Otherwise substantially degrade water quality?			X	
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The proposed project is consistent with the City's General Plan. All storm drainage improvements would be developed to the standards of the City Engineer and the Riverside County Flood Control Agency. Additionally, the project has been designed in accordance with the City's standard conditions of approval, which includes measures pertaining to storm drainage facilities and runoff. As with any urban project, runoff entering the storm drainage system would contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). This would incrementally contribute to the degradation of surface and sub-surface water quality. Additionally, grading activities would temporarily expose soils to water erosion that would contribute to downstream sedimentation. However, the tract is subject to the permit requirements of the Santa Ana Regional Water Quality Control Board. As the site is currently unpaved and exposed, development of the proposed project would lessen the existing site contribution to sediment runoff at project completion. With the approval the storm drainage facilities by the City Engineer and Riverside County Flood Control District, incorporation of conditions of approval into the project's design, as well as compliance with all applicable storm water discharge permits, impacts would be less than significant.

g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?			X	
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h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?			X	
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(g and h) The proposed project site is located within a Federal Emergency Management Agency Zone "X" area. The project has been designed according to the 100-year storm event as designed by the project engineer. Consequently, the storm drainage system and pad location and placement have all been designed to adequately convey flows of such a magnitude. The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir and will not place housing or structures within a 100-year flood hazard area. Additionally, due to the position of the proposed project, mudflows from local mountains would be unlikely due to surrounding development. Therefore, impacts would be less than significant. The project as designed and conditioned, will not place structures which would impede or redirect flood flows.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
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The proposed project site is located within a Federal Emergency Management Agency Zone "X" area. The project has been designed according to the 100-year storm event as designed by the project engineer. Consequently, the storm drainage system and pad location and placement have all been designed to adequately convey flows of such a magnitude. The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir and will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.

j) Inundation by seiche, tsunami, or mudflow?				X
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The site is not identified in the General Plan as a location subject to seiche, or mudflow. The project is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir. Additionally, due to the position of the proposed project, mudflows from local mountains would be unlikely due to surrounding development. Therefore, impacts would be less than significant.

X. LAND USE AND PLANNING. Would the project:

a) Physically divide an established community?			X	
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The project proposes a General Plan Amendment and Zone Change from Neighborhood Commercial / R15 to R30 / Open Space for development of a 141 unit affordable apartment complex. The project site is bounded by vacant R15 and Neighborhood or Community Commercial zoned land. Existing tract homes are located to the northwest, southwest and northeast. The proposed land use change and apartment project is compatible with surrounding land uses and will not physically divide an established community.

b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
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The project proposes a General Plan Amendment and Zone Change from Neighborhood Commercial / R15 to R30 / Open Space for development of a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed variance to reduce the covered parking requirement will not result in a deficiency in required parking on-site. The project as designed will meet Municipal Code parking requirements for an affordable housing project. The proposed project as designed and conditioned will not conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project including the City's General Plan.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			X	
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The project is not within one of the Multiple Species Habitat Conservation Plan (MSHCP) criteria areas, which are potential habitat preservation areas. The proposed project will not conflict with the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP) or MSHCP or any other known local, regional or state habitat conservation plans. The project will be conditioned to paying required SKR mitigation fees. Also, the City participates in the MSHCP, a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. This project will also be subject to fees to support the implementation of the Multiple Species Habitat Conservation Plan.

XI. MINERAL RESOURCES. Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
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b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
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(a and b) The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site or the surrounding area. Consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan. No significant impacts would occur.

XII. NOISE. Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
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Based upon the conclusions of Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out projections for the project site. The proposed 141 unit apartment project as designed and conditioned is consistent with City Municipal Code development standards and Design Guidelines for multiple family housing. It is anticipated that project traffic will operate within acceptable Levels of Service at General Plan build-out, therefore, noise levels will be consistent with General Plan criteria for noise, and noise levels will not exceed the standards set forth in the General Plan.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
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The proposed project has incorporated the City's conditions of approval into the project design. As a result, construction and operation activities would be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, and from 7:00 AM to 8:00 PM on weekends and holidays. As a result, less than significant impacts would occur.

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under the existing land use designations and will not exceed General Plan build out projections for the project site. The proposed 141 unit apartment project as designed and conditioned is consistent with City Municipal Code development standards and Design Guidelines for multiple family housing. Permanent noises associated with the proposed multiple family residential use includes, but are not limited to, traffic, people talking, radios playing and maintenance of common landscape areas. However, these noise sources would be typical of the adjacent area and therefore, the project would not introduce unique noise sources. Finally, the City's conditions of approval have been incorporated into the project design that would ensure land use compatibility with regards to noise resulting from the project site. Project traffic is anticipated to operate within acceptable Levels of Service at General Plan build-out, therefore, noise levels would be consistent with General Plan criteria for noise, and noise levels will not exceed the standards set forth in the General Plan. Impacts would be less than significant as a result of the proposed project.

d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
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During construction, there will be limited impact of noise from construction equipment. The nearest sensitive receptors include Hendrick Ranch Elementary School located approximately 1/2 mile to the west and Vista Del Lago High School located approximately 3/4 mile to the south. Existing single-family tract homes are located across the street to the southeast at Brodiaea Street and Lasselle Street, and approximately 1/4 mile to the northwest and northeast. The Public Works Department has a standard condition of approval regarding the public nuisance aspect of the construction activities. The construction operations including building related activities and deliveries shall be restricted to Monday through Friday from 6:00 AM to 8:00 PM, excluding holidays, and from 7:00 AM to 8:00 PM on weekends and holidays, in accordance with City Municipal Code 8.14.040, unless otherwise extended or shortened by the City Engineer or Building Official.

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

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

XIII. POPULATION AND HOUSING. Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
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The project proposes to change the existing zone and General Plan land use designations from Neighborhood Commercial/R15 to R30/Open Space in order to develop a 141 unit affordable apartment complex. Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under the existing land use designations and will not exceed General Plan build out projections for the project site. Therefore, the addition of the project dwelling units is consistent with the General Plan Circulation element and General Plan policies related to multiple family development and would not result in substantial growth either directly or indirectly.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
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c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
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(b and c) This property is currently vacant, and no housing is currently located on the project site. No housing will be displaced by development of this project. The project will not displace any residents.

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

a) Fire protection?				
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The proposed project has incorporated the City's standard conditions of approval into its design. These standards include measures, which specifically address concerns regarding the Fire Prevention Bureau. Measures such as providing approved fire hydrants, fire flow requirements; mitigation impact fee programs and utilizing fire retardant materials have all been incorporated into the project's design. ISO ratings are given to firefighting districts in order to rank their operation level. This scale ranges from one (1) the highest possible score, to a ten (10), the worst possible score. The City of Moreno Valley currently has an ISO rating of three (3), which is considered high. With the implementation of the conditions of approval of the project pertaining to Fire Services, impacts would be less than significant

b) Police protection?			X	
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The proposed project conforms to the City's Municipal Code and to the General Plan. Police protection to the project area is provided through the Moreno Valley Police Department. The Police Department was involved in the project review process. Conditions of approval have been included by Police Department to ensure health and safety is protected during construction. Development of the project site would increase the demand on the Police Department. The project will pay development impact fees related to Police Facilities. The project is consistent with the General Plan. With payment of impact fees, the addition of 141 dwelling units at this location would not over-burden their service ability in continuing to provide high quality police service.

c) Schools?			X	
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The project would most likely increase the use of schools. The impact of this project on schools is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 141 unit affordable apartment project.

d) Parks?			X	
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The project would most likely increase the use of parks. The impact of this project on parks is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 141 unit affordable apartment project.

e) Other public facilities?			X	
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There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. This project will be subject to development impact fees, which shall address the impact of the proposed 141 unit affordable apartment project.

XV. RECREATION.

a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
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The project would most likely increase the use of parks. The impact of this project on parks is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 141 unit affordable apartment project.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	
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The project will include a common pool, tot lots, open plaza area, and private recreational space. The proposed project does not create the need for the construction or expansion of recreational facilities.

XVI. TRANSPORTATION/TRAFFIC. Would the project:

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
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As designed and conditioned, the proposed 141 unit affordable apartment project and related Zone Change and General Plan Amendment do not conflict with any City plans, ordinances or policies establishing measures of effectiveness for the performance of the circulation system.

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections for build-out under existing land use designations and will not exceed General Plan build out projections for the project site. As designed and conditioned, the project is not expected to individually or cumulatively exceed a level of service standard.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The project site is not located in, around or under any airport or airport fly-zone. The proposed project would have no direct or indirect effect on air traffic patterns.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?			X	
The project has been conditioned by Public Works to complete full-width street improvements if necessary. The street improvements will include but not be limited to, pavement, curb, gutter, sidewalk, streetlights, storm drain, signing and striping, and dry and wet utilities. As designed, the project will not result in hazards, but will help decrease potential hazards at this location. The project is not adjacent to any potential incompatible uses.				
e) Result in inadequate emergency access?			X	
As designed and conditioned, all streets, driveways and drive aisles will be built to the specifications of the City Engineer and Traffic Engineer, the Fire Prevention Bureau and the General Plan. This will ensure that no hazardous traffic situations would occur during construction or with completion of the project. The site will be readily accessible for emergency access.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
The project as designed and conditioned will not conflict with adopted alternative transportation policies, therefore, no adverse impacts would occur.				
XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
The project will not exceed wastewater treatment requirements of the Regional Water Quality Control Board. The project would not exceed the existing or planned capacity of the Moreno Water Reclamation Facility.				
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The project will not exceed wastewater treatment capacity of the Moreno Water Reclamation Facility.				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The project will not require or result in the construction of unplanned storm water drainage facilities or expansion of existing facilities.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
The water purveyor, Eastern Municipal Water District (EMWD), prepared an Urban Water Master Plan demonstrating that it has or will have sufficient water supplies available to serve urban development on the property.				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
The wastewater treatment provider is EMWD. The current wastewater treatment facility just westerly of the southerly edge of the Moreno Valley Ranch Specific Plan has adequate capacity to serve projects within Moreno Valley that are consistent with the General Plan. EMWD has plans for major expansions of the Moreno Water Reclamation Facility. Source: Draft EIR for the 2006 General Plan Update.				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
Waste Management provides waste hauling service to the plan area. The project will be served by a landfill in the Badlands with sufficient permitted capacity to accommodate the project's solid waste disposal needs. Source: Draft EIR for the 2006 General Plan Update.				
g) Comply with federal, state, and local statues and regulations related to solid				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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waste?				
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The City is complying with State and Federal regulations regarding solid waste. This project will also comply with the current policies regarding solid waste.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
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The project would not significantly degrade the quality of the environment or reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal. Based upon the archaeological survey prepared by Tetra Tech, Inc., there are no historic structures on the site, and there will be no impact to historic resources. The project will not eliminate important examples of the major periods of California history or prehistory. The analysis in this Initial Study demonstrates that project and cumulative impacts would be less than significant. The project as designed and conditioned would not cause substantial adverse health effects on human beings.

b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
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This project will not create any impacts, that when viewed in connection with existing land uses, other recently approved projects, and existing land use designations, would be considered cumulatively considerable. It is not expected that the proposed project would result in incremental effects. The analysis in this Initial Study demonstrates that the proposed project cumulative impacts would be less than significant.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
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The project consists of a General Plan Amendment and Zone Change for development of a 141 unit affordable apartment complex. The project as designed and conditioned will not cause substantial adverse effects on human beings, either directly or indirectly for the reasons described in this checklist/initial study.

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
MAY 23RD, 2013

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CALL TO ORDER

Chair Van Natta convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

ROLL CALL

Commissioners Present:

- Chair Van Natta
- Commissioner Baker
- Commissioner Crothers
- Commissioner Giba
- Commissioner Lowell
- Commissioner Ramirez
- Commissioner Sims

Staff Present:

- John Terell, Planning Official
- Jeff Bradshaw, Associate Planner
- Suzanne Bryant, City Attorney

PUBLIC HEARING ITEMS

Case Number:	PA13-0006	Plot Plan
	PA13-0007	Zone Change
	PA13-0008	General Plan Amendment
	P13-029	Variance

Case Planner: Jeff Bradshaw

CHAIR VAN NATTA – Okay we move now in our Public Hearing Items. The first case is PA13-0006 Plot Plan, PA13-0007 Zone Change, PA13-0008 General Plan Amendment and P13-029 Variance and our Case Planner is Mr. Bradshaw. Would you like to make the presentation please?

1 **ASSOCIATE PLANNER BRADSHAW** – Thank you. Good evening Chair and
2 members of the Planning Commission. The project before you includes the four
3 applications as described in the Agenda. The Boulder Ridge Family Apartments
4 proposes to develop a 141 unit affordable apartment project at the southeast
5 corner of Lassalle and Alessandro Boulevard. This development would occur on
6 the 10 acres at that corner and as described, the density and the layout of the
7 project will require approval of a General Plan Amendment, Zone Change and a
8 Variance. The site is currently vacant. The topography varies from
9 approximately level at the street frontages along Alessandro Boulevard and
10 Lassalle Street and then from there it transitions into some slopes and hillside
11 with substantial rock outcroppings on the top.
12

13 The land use changes proposed would result from the existing land use pattern
14 there now which is a combination of Neighborhood Commercial on the immediate
15 corner and R15 which is a multiple family development designation. The
16 proposal is to change from that combination of uses to an R30 zone and Open
17 Space and the R30 is a multiple family zone as well. It allows for higher density
18 and that zoning and General Plan designation would apply to the portions of the
19 site that are level and those proposed for actual construction and it would
20 include the corner and up to the toe of the manufactured slopes. The Open
21 Space would apply to the slope areas and the hilltop and this would allow for
22 some protection; some permanent protection of that hillside and allow us to be
23 able to protect the slopes and the rock outcroppings.
24

25 As part of the environmental preparation for this project, a focused traffic analysis
26 was prepared in April of this year and the results of that demonstrated that
27 project traffic resulting from the zone change would be less than the traffic
28 projections under the current zoning and additionally the project would not
29 exceed General Plan build-out traffic projections for the project site. Surrounding
30 land uses include similar zoning. The land use to the south and east is the R30
31 zone and the corners are zoned for commercial development, with single family
32 zoning further to the north and the west and so in terms of compatibility the land
33 use changes are consistent with the goals and policies of the General Plan and is
34 consistent with an existing or established land use pattern for this neighborhood.
35

36 The variance proposed is a request to reduce the covered parking requirement
37 for three bedroom units in this project. Affordable housing as a category allows
38 for reduced parking and it is an important distinction I think to point out that a
39 variance does not suggest or ask for a reduction in required parking. The design
40 of the project meets and satisfies the City standards for parking for this type of a
41 project but the variance would allow for a little more freedom in the design of the
42 project by allowing the covered parking requirement for those units to be reduced
43 and if you look at the site plan on the interior, especially between buildings 3 and
44 7, we are working with the Applicant to try and open up that area and offer more
45 useable passive open space and it really freed up the area in the center of the
46 site to be able to relieve the project of that covered parking requirement. It

1 allowed the design to be able to be consistent with requirements for parking lot
2 landscape and so Staff is recommending that change in this case.

3
4 The Plot Plan itself proposes a total of 8 three story buildings. The elevations
5 were provided to you in the packet that you received. They are of contemporary
6 California mission-style type architecture. They include tuck under parking with
7 the parking all oriented towards the inside of the site with the building fronts and
8 the architectural details facing outward where they are visible to the public. The
9 design architectural details included in the project include recessed windows,
10 articulated roof overhangs, arch details at the stair enclosures and private patios.
11 The buildings themselves; the 8 buildings; there is variation amongst those
12 buildings through the use of different color schemes and some additional details
13 that vary amongst the buildings. Some of those would include decorative stone
14 elements, metal awnings, decorative wrought iron elements, exposed rafter tails
15 and trellis structures as well. The recreation buildings are consistent with that
16 same established architecture with similar colors and materials being utilized
17 there and the project as a whole meets and satisfies the standards of the R30
18 zone as well as the City's design guidelines for multiple family uses.

19
20 With regards to the environmental; a number of technical studies were provided
21 to Staff for review for a variety of different topics including traffic, biological
22 resources, cultural resources, water quality, hydrology and slope stability. Those
23 were presented to Staff for review and approval and some of those studies did in
24 some instances recommend mitigation measures. The Initial Study checklist
25 which was also provided to you was completed and through that exercise we
26 were able to examine potential impacts that might result from the project and
27 where applicable, mitigation measures and conditions of approval have been
28 implemented for the project to reduce any potential impacts to a less than
29 significant level. As designed and conditioned, the project will not have a
30 significant effect on the environment and Staff is recommending approval of a
31 Mitigated Negative Declaration for the project.

32
33 Standard notice was provided for the project. The site was posted with mailing
34 notices going out to neighboring property owners and a newspaper notice was
35 published and as of this evening, I hadn't received any phone calls or inquiries
36 about the project. Staff would recommend that the Planning Commission
37 approve Resolution No. 2013-17 and through that resolution recommend to the
38 Council that they adopt a Mitigated Negative Declaration for the project and
39 approval of the General Plan Amendment, Zone Change, Variance and Plot Plan
40 and with that, that concludes my report and I'd be happy to answer any questions
41 for you and the Applicant is here with their Project Engineer and Architect as
42 well.

43
44 **CHAIR VAN NATTA** – Okay, Commissioner Crothers

1 **VICE CHAIR CROTHERS** – I have a question Jeff. You mentioned that you
2 were talking to the developer about making space between Building 7 and
3 Building 3 to create more parking? Is that correct?
4

5 **ASSOCIATE PLANNER BRADSHAW** – To open up the site. Actually in the
6 early stages of the review; kind of that center island area, covered parking
7 radiated all the way around the outside of that area and so there really wasn't
8 any true kind of openness if you will and by reducing the covered parking we
9 were able to actually be able to increase the open space, maneuver Building 7 to
10 an area to where it seemed more appropriate in terms of its relationship with the
11 other buildings, so the variance didn't add parking, it freed up the available space
12 to do more with what was there.
13

14 **VICE CHAIR CROTHERS** – Okay, thank you.
15

16 **CHAIR VAN NATTA** – So the drawings that we see are with that adjustment
17 already made; the ones that we got?
18

19 **ASSOCIATE PLANNER BRADSHAW** – That's correct. They anticipate... they
20 would be representation of what the site would look like with the variance being
21 approved.
22

23 **CHAIR VAN NATTA** – Okay, any other questions for Staff?
24

25 **COMMISSIONER SIMS** – I do if you wouldn't mind; a couple of them, so I'm
26 pretty new at this on the Planning Commission, so pardon my questions. The
27 designation of affordable apartment project; what does affordable mean? Is that
28 a code? Is that something distinctive type of thing that qualifies them for the
29 zoning or what is that all about?
30

31 **PLANNING OFFICIAL TERELL** – Yes under State Law we are required to
32 provide incentives for what is called affordable housing and that generally refers
33 to housing affordable to households making less than 80 percent of the median
34 income for the County and that number is roughly 60 thousand dollars, so it is
35 people making less than 60 thousand dollars a year for a family of four and for
36 this particular project, the only modification is a slight reduction in the number of
37 parking spaces and also the recommended variance of reduction in the covered
38 parking. So in this project every unit will still have one covered parking space,
39 but that is the only difference in the design of the project and that is required by
40 State Law that we provide certain incentives to folks that want to develop that
41 kind of project.
42

43 **COMMISSIONER SIMS** – Does the designation of affordable project like that
44 with the incentives, which I don't understand; I don't know what those are, but
45 that runs with the project. Is there a designated amount of time that the project

1 has to stay classified and operate as an affordable project and then at some
2 point can it be transferred over into non-affordable, if that makes sense?

3
4 **PLANNING OFFICIAL TERELL** – Most of these projects are intended to be
5 permanently affordable, but under the regulations it has to be affordable for a
6 minimum of 55 years.

7
8 **COMMISSIONER SIMS** – And I have one more if I can indulge. Under; I think is
9 condition P... it's on page 115... P7 I think it is. It is about the open space I'm
10 assuming. The developer and it is P7, but they should be responsible for
11 maintaining any undeveloped portion of the site in a manner that provides for
12 control of weeds, erosion and dust, so I was just wondering there is a fairly
13 significant acreage that is going to be dedicated to the City I suppose for open
14 space. You know it is kind of a big rock pile and I can't imagine there would be a
15 lot going there, but is there kind of an annuity or some kind of endowment or
16 some kind of financial arrangement that the developer is required to provide the
17 City with ongoing mitigation to keep that property up for dust, weeds, rodents or
18 whatever.

19
20 **PLANNING OFFICIAL TERELL** – Yes actually in this case part of the proposal...
21 the hillside is currently zoned for 15 units per acre. Part of this proposed project
22 would be changing the designation from R15 to Open Space and that will be
23 permanent Open Space that will actually; it will have what we call... it will have
24 environmental constraints over it, so it will be recorded that it has to stay Open
25 Space permanently but it will be retained as private property, so the owner of this
26 project will continue to have to maintain and pay for the cost of any maintenance
27 of that area.

28
29 **COMMISSIONER SIMS** – And how is that done in perpetuity? Is that recorded
30 with the deed of the property or is there some kind of covenant?

31
32 **PLANNING OFFICIAL TERELL** – Yes it is recorded with... it is recorded on the
33 property. They call it an environmental constraint sheet but it is actually a
34 recorded document.

35
36 **COMMISSIONER SIMS** Thank you

37
38 **CHAIR VAN NATTA** – Yes go ahead Commissioner Lowell

39
40 **COMMISSIONER LOWELL** – As far as the open space is concerned, what kind
41 of maintenance would there be on the open space? Is there landscaping? Is it
42 going to be left natural or trails or...?

43
44 **ASSOCIATE PLANNER BRADSHAW** – This P7 really is a more generic
45 condition, it applies, I think more appropriately to projects where maybe they are
46 being phased and over time the intent is develop the entirety of the site and we

1 would want to make sure that the undeveloped portion is maintained to a City
2 standard. In this case I don't know that P7 is necessarily intended to address the
3 open space area at all. The intent would be that it just remains undisturbed
4 passive natural open space.

5
6 **COMMISSIONER LOWELL** – Okay, thank you

7
8 **CHAIR VAN NATTA** – Any other questions before I start on mine?

9
10 **COMMISSIONER GIBA** – I know you always like to go last. Really just a couple
11 of them.

12
13 **CHAIR VAN NATTA** – That's okay if you cover them; I'll just cross them off my
14 list

15
16 **COMMISSIONER GIBA** – Well that's what I waiting for this time. John didn't we
17 just a little while ago have a discussion on the R30 on the Alessandro Corridor
18 and I thought that was the same corner. Maybe I'm wrong, because I couldn't
19 dig my old notes on that. That was the same corner that we did a land swap on
20 that R30 for Corridor. Was that it or was it a different piece of property?

21
22 **PLANNING OFFICIAL TERELL** – It was actually the property immediately to the
23 east

24
25 **COMMISSIONER GIBA** – To the east of it; okay so it's that little square spot.

26
27 **PLANNING OFFICIAL TERELL** – Correct

28
29 **COMMISSIONER GIBA** – So my question then is we were supposed to have
30 some get together yesterday on the R30 Corridor. If you are going to approve
31 this one for R30 and it was originally R30, but it was along that Alessandro
32 Corridor, how is it going to affect that plan that we talked about previously?

33
34 **PLANNING OFFICIAL TERELL** – It won't affect it. In essence we had to meet a
35 minimum number for the State for our next Housing Element round, so this is I
36 guess in addition to that. Really what it does is it provides us the flexibility should
37 we want or somebody wants to remove some of the other R30, so it gives us
38 more flexibility to make changes elsewhere in town.

39
40 **COMMISSIONER GIBA** – That was the direction I was going with that. Now if
41 you approve this one and it is on the same corridor, later on we could say we
42 could change something at another one. These are the things that happen and
43 this is more academic questions from those who are in the audience. If you don't
44 follow all these things that are going on, you would think something was
45 happening that really wasn't happening because these are the kinds of things
46 that happen early on in the projects that go on and then later down the road, if we

1 come out and say we are going to change that, then you are going to say well
2 you know I thought we had this R30 corridor here. Why are you changing that
3 now? Well this is why. We can do that, so for anybody that doesn't really
4 understand how that works because I'm still learning too.

5
6 **PLANNING OFFICIAL TERELL** – Yes, I think the idea is when we put zoning in
7 place we make our best effort to make sure it is in the most appropriate locations.
8 This site as well as the ones to the east, they are adjacent to a major
9 employment center, which is the two Hospitals and it is also next to a major
10 arterial, both Alessandro and Lasselle south of this and it is also near existing or
11 planned commercial. There is an approved shopping center across from this
12 site, so those are the criteria we look for but we don't own the land, so people
13 come up with the appropriate locations and if they meet those same criteria, we
14 have the flexibility to move or change that zoning and that frees up other land
15 that may not be as desirable in the market place.

16
17 **COMMISSIONER GIBA** – Right, thank you. Another one really quick...on page
18 96, Land Use Changes; this goes back to the open land that comments the
19 slopes and undisturbed hillsides and rock outcroppings would be assigned the
20 open space zone which will prevent future development and that's what picked
21 me up... prevent future development of the hilltop and protect the existing natural
22 slopes and rock outcroppings. Can that be changed later? I mean you are
23 saying you are protecting that from any more and I thought heard something that
24 maybe that could be...

25
26 **PLANNING OFFICIAL TERELL** – Well I guess the reality is nothing is truly
27 permanent, but the zoning would have to be changed and it would have to be
28 changed for good reason. I would be difficult to develop this site once this
29 project is built if you approve it and the other thing is there will be the
30 environmental constraint sheet which is a recorded document and to remove
31 that, it would be a formal public action in order to do that, so all those changes
32 would have to be noticed. They would have to be made available to the public.
33 They would have to be made in the public, so it reduces the likelihood.

34
35 **COMMISSIONER GIBA** – Right and am I doing too much?

36
37 **CHAIR VAN NATTA** – No you just said one more question so... one more...

38
39 **COMMISSIONER GIBA** – No, I have more... I've got a couple here... it's all
40 right. They do this to me a lot. And this is again more academic since those
41 questions were brought up and it was appropriate that the individuals stuck
42 around because their answers are pretty well... I think that's Tracy right? Okay,
43 so in this document that we are going through there is an entire section from
44 page 157 to way up here, which are the environmental factors report that we do
45 get and we have go through and they have to check them off and all their
46 declarations, so as we go through them, oftentimes we'll find things that we want

1 to speak to and ask about and in particular on page 162, you did have less than
2 significant mitigation incorporated and that is exactly what you were asking
3 about.

4
5 In these documents they have a situation here where this is undisturbed land and
6 it has to be checked first for any historic history Native American etc., so the
7 mitigation circumstances struck in here from what I understand are quite a few
8 that they cannot disturb this. They have to have somebody on site while they are
9 doing the grading and stuff to make sure that if there is anything that comes up,
10 you stop the project right away; you call in the right people to go over those
11 things and so I went through those and it looks like they are covered pretty darn
12 good for the mitigation. As a matter of fact, if I was the builder, I would go huh,
13 okay, and then on page 164, once again directly or indirectly destroy a unique
14 paleontological resource site or unique geologic feature less than significant with
15 mitigation incorporated; again the same thing I'm understanding the proposed
16 Zone Change and General Plan and this is what caught my eye; that's what our
17 General Plan and Zone Change is for in this specific document, because I was
18 trying to figure out why the zone change in here and it says the proposed Zone
19 Change and General Plan Amendment will place the slopes and rocky hilltops
20 within the Open Space designation and that is what those two things area. Am I
21 correct on that?

22
23 **PLANNING OFFICIAL TERELL** – Yes

24
25 **COMMISSIONER GIBA** – I had to find that; why we were actually doing that and
26 I found that in that component there, so thank you very much and then I think that
27 was it. You didn't have anything that was potentially significant. You mitigated
28 mainly for that. The other mitigation was for the hillside slope for landslide and
29 so had to put in all that berm and concrete and stuff. Am I correct on that?

30
31 **PLANNING OFFICIAL TERELL** – Yes

32
33 **COMMISSIONER GIBA** – Okay, you know it's a point of clarity because those
34 questions were brought up and I wanted to make sure that they understood that
35 this is exactly what takes place at this meeting right here, so if you have
36 concerns, this is when you bring this up and are these documents accessible to
37 anybody to go over if they wanted to?

38
39 **ASSOCIATE PLANNER BRADSHAW** - They're all public record

40
41 **COMMISSIONER GIBA** – All public record, so they would be able to actually
42 access these same documents that we have in front of us and go through all
43 these mitigation measures. Now this is like a mini EIR for all intents and
44 purposes you might say; not really a real one, but for mitigation purposes.

1 **PLANNING OFFICIAL TERELL** – It is actually... we actually do call it a focused
2 environment impact report because it focuses on the areas that were identified
3 as potentially having issues. The two you mentioned would have been the
4 primary ones. We also looked at the traffic as well.

5
6 **COMMISSIONER GIBA** – That is my favorite topic as well. That's all the
7 questions that I had but mainly they were meant for academic purposes.

8
9 **CHAIR VAN NATTA** – Okay, what I didn't see in here is accessibility on these
10 units because you've got three stories that I'm going to figure that probably only
11 the first level is going to be accessible for handicap accessibility. What
12 percentage or are all the first level apartments accessible?

13
14 **PLANNING OFFICIAL TERELL** – I don't know the actual percentage that is
15 required pursuant to the building code and they will have to meet that minimum.
16 Typically that relates to most if not all of the first floor units though.

17
18 **CHAIR VAN NATTA** – Okay thank you. The other thing I know that was brought
19 up about the barrier to keep the hillside from cascading down into the units, but I
20 think what we have there also is somewhat of an attractive nuisance to children
21 living in there. Is there also some sort of a fence or a barrier or anything that
22 prevents the occupants from climbing up there amongst the rocks?

23
24 **ASSOCIATE PLANNER BRADSHAW** – There is both a condition and mitigation
25 measure for some perimeter fencing that would control to the extent possible
26 movement between the apartment site and the hillsides. So yes, that condition is
27 in place.

28
29 **CHAIR VAN NATTA** – Okay and the other thing I didn't... I saw it in the drawings
30 and didn't find it in the pages, although I might have missed a page or two. I
31 know some people read every word. I kind of skim them sometimes. It looks as
32 though the parking areas are gated; that entry donut but the parking areas are
33 gated to limit access to non-residents.

34
35 **ASSOCIATE PLANNER BRADSHAW** – Yes, there are gates at the driveway off
36 of Lasselle and then there are gates off of the circle off of Alessandro. As you
37 enter each one of those individual driveways there are gates there as well.

38
39 **CHAIR VAN NATTA** – Okay, alright. I think that was the last of my questions
40 and if we have no other questions for Staff, then... Oh you have one; then okay

41
42 **COMMISSIONER LOWELL** – I know the site was previously a borrow site for
43 some of the Nason and some of properties along Nason. Where there any
44 environmental concerns while they were grading and removing dirt from there.
45 Where they any paleontological or Native American or any artifacts there?
46

1 **PLANNING OFFICIAL TERELL** – None were found but yes, there was
2 archeological study done in conjunction with the borrow site.

3
4 **COMMISSIONER LOWELL** – And nothing significant came up?

5
6 **PLANNING OFFICIAL TERELL** – Correct

7
8 **COMMISSIONER LOWELL** – Thank you

9
10 **ASSOCIATE PLANNER BRADSHAW** – Since we are on that topic, the results
11 of both studies actually indicated that there were no known or mapped resources
12 within the boundary of the project site. The Applicant agreed and worked with
13 Staff to actually take on some mitigation measures that were really beyond what
14 either of the studies recommended. The experts went out and looked. They
15 didn't find anything and they didn't recommend mitigation, but the Applicant
16 agreed to work with the City to take on some extra mitigation measures in the
17 instance that they might find something out there.

18
19 **CHAIR VAN NATTA** – Okay seeing no more questions of Staff, I'm going to
20 open this to the Public Comment and we'll start with the Applicant.

21
22 **APPLICANT JERNIGAN** – Good evening Madam Chair and Vice Chair and
23 members of the Commission. My name is Jim Jernigan. I represent Rancho
24 Belago Developers and I'm very excited about this project. I wouldn't call it a
25 lifelong dream, but I've been building affordable housing for nearly 20 years now
26 and I've actually built in Moreno Valley since 1996 and I've got probably about
27 450 units here in town that I was involved in building.

28
29 We are just finishing up one over on Hemlock right now and I'm very proud of
30 that and this is actually my first endeavor from scratch to stand in front of this
31 Commission and ask for your approval and Commissioner Sims you mentioned
32 affordable and that is a whole other world and we build them to look just like
33 market rate and when you drive by I don't think it should look any different. It
34 should have the same standards and actually we probably have higher standards
35 than market rate because we have to attract capital into the City to help fund this
36 and we do it through syndication and through investors, major banks B of A,
37 Wells Fargo, Union and that caliber of investor and they require a very, very high
38 quality project as you can see and then this is just one view of the project. There
39 are 141 units.

40
41 I think it is important to know that we are asking for a 30 unit density change from
42 15 and if you take that 10 acre site and you take 15 units, that is 150 units right
43 there and we are only building 141, so we're actually doing this zone change so
44 that we can preserve the top of that mountain. I'm a 40 year plus resident of
45 Moreno Valley. I'm not an out-of-towner coming in just trying to build something
46 in our City. I want to be proud of that. I want this Commission to be proud. I

1 want the Staff to be proud. I want our electants to be proud. I want the residents
2 of the City to be proud of that and so far I'm very proud and I think working
3 together with Staff and working together with residents and educating them on
4 what affordable housing really is, I think we'll bring this to fruition and make this
5 just a corner stone. I think that's a beautiful site. When you drive up Alessandro,
6 we used to call it Snake Mountain. It is Brown's Mountain I believe what it is
7 called, but what a view that is going to be. That is just going to be a corner
8 stone. It is going to be a gateway into that part of our town and I'm here with my
9 staff; my team; my development team. I've got the Architect and Engineer here.
10 They are willing to answer any questions whether it be about affordable housing
11 on this project in particular.

12
13 I want to thank Staff and truly we're standing here in front of you today because
14 of their extraordinary efforts and I've heard for a long time that Moreno Valley is
15 really business pro and this is really the pinnacle of that. I've been able to live
16 that and I want to thank John and Jeff and the rest of the Staff that put in the time
17 and effort to get me standing in front of you today, because for affordable
18 housing, we have very limited opportunity for the financing and this project in
19 order to avail ourselves of this year's funding route, we had to be on today's
20 Agenda, so I would hope that you could take a look at this and consider it and I
21 hope you come out with a favorable outcome and like I said, I'll sit down and let
22 you guys come with any questions. Thank you.

23
24 **CHAIR VAN NATTA** – Don't leave, we're going to ask you questions. You better
25 stay up there.

26
27 **VICE CHAIR CROTHERS** – We've got questions. You didn't cover it all. I've
28 just got one question. The fence or gate or whatever it is going to be that is
29 going to separate your project from that hill; it is not going to be a cinder block
30 wall; something that is going to block that...

31
32 **APPLICANT JERNIGAN** – I think Condition P21 I believe makes me do a six
33 foot fence

34
35 **VICE CHAIR CROTHERS** – And is it going to be a view through fence?

36
37 **APPLICANT JERNIGAN** – Yes

38
39 **VICE CHAIR CROTHERS** – Okay, I mean if we are going to preserve that area,
40 and it is beautiful as it is, I mean I've lived here my whole life also and I know that
41 area very well and I can only imagine you know putting up some big ugly
42 concrete block wall to keep people out of there and I just think that would ruin the
43 whole point of keeping it as open space, so I wanted to make sure that it was
44 going to be open and something that you can see through and enjoy the view.
45 Thank you.

46

1 **APPLICANT JERNIGAN** – I agree

2

3 **CHAIR VAN NATTA** – I remember that area when the rocks all had graffiti on
4 them and I'm glad to see that they don't anymore, but if I had not heard you
5 mention that those units on Hemlock were affordable housing, there is no way
6 you could have told that from the street and if that is the quality of building that
7 you are putting in there, it definitely stands the test of serviceable, but attractive.
8 Okay, any other questions of the Applicant?

9

10 **COMMISSIONER GIBA** – May I?

11

12 **CHAIR VAN NATTA** – How many?

13

14 **COMMISSIONER GIBA** – Just one this time.

15

16 **CHAIR VAN NATTA** – Okay, go ahead

17

18 **COMMISSIONER GIBA** – But multiple kinda... Again academic for me even...
19 Your mitigation measure on the landslides and I'm going through them and I'm
20 really not that versed in what they've done to the hill here with the MMLD1 and
21 LD2 and LD3 and the LD4 mitigation measures. Could you explain them to me?

22

23 **APPLICANT JERNIGAN** – No...

24

25 **COMMISSIONER GIBA** – Do we have somebody here who can?

26

27 **CHAIR VAN NATTA** – Short answers... you're getting yeses and you're getting
28 no's...

29

30 **COMMISSIONER GIBA** – I like it; it's easy...

31

32 **SPEAKER SLAWSON** – I'm Dave Slawson, Winchester Associates and our
33 Engineer is here also, so I may end up asking him to come up, but there was a
34 rock slide stability report and analysis performed and the recommendation was if
35 during construction they find there are some rocks that may be in danger of
36 falling, that they be brought down. There are other ways if they are smaller,
37 there are other ways for them to put wrought iron posts in and they would wire
38 them down, but that would be something that would be done during the time of
39 construction. A determination would be made based on the recommendation of
40 the Geotechnical Engineer and the City Engineering Office.

41

42 **COMMISSIONER GIBA** – Because you do have that Unit 7 and 8 on that
43 backside and you are concerned about the landslide because that was a less
44 than significant with mitigation and I so I went through the whole list and looked
45 at them, but erosion control such as plants or jute netting shall will be installed on
46 cut slopes.

1 **SPEAKER** – Right, that is for the slope stability

2
3 **COMMISSIONER GIBA** – Okay, so you are actually going to be planting some
4 erosion control plants there because somebody asked if you are going to be
5 doing any kind of planting or anything.

6
7 **SPEAKER** – Based on the slope stability analysis and the preliminary water
8 quality management plan that we prepared that sort of addresses how the water
9 is going to be treated and then again it all kind of wrapped together, but it is
10 going to likely be just landscaping and may be some trees, but the difficult part is
11 the reason you need some flexibility is you may find that if you hydro-seed and
12 there are ways you can put in some topsoil and then net that down and then
13 hydro-seed. If it doesn't take, you have to have the option of doing some other
14 things and that is why there are some alternatives given, but in the end it has to
15 meet the City's requirement; the City's comfort level; the City's Engineering
16 Department that it will not be unstable.

17
18 **COMMISSIONER GIBA** – And that was what I was going to say and Jeff is going
19 to come out and inspect to make sure everything is okay.

20
21 **PLANNING OFFICIAL TERELL** – That would be Clement that's going to do that

22
23 **COMMISSIONER GIBA** – Whoever is going to do it...?

24
25 **SPEAKER SLAWSON** – And it is something we are extra sensitive about
26 because for a large portion of it, it is a one to one slope which is steeper than
27 most fabricated or cut slopes.

28
29 **COMMISSIONER GIBA** – Yes I don't know much, but I can see that one the
30 plans and then you have that gulley you are going to put in there too as kind of a
31 catch basin down at the bottom

32
33 **SPEAKER SLAWSON** – Right, right

34
35 **COMMISSIONER GIBA** – Because those kinds of boulders, they do sometimes
36 come free, some I'm glad to see that you've done something like that.

37
38 **SPEAKER SLAWSON** – Yes, we did a lot of homework on it; yes

39
40 **COMMISSIONER GIBA** – Thank you very much. I know it was a longer question
41 than Meli wanted

42
43 **APPLICANT JERNIGAN** – We're also going to incorporate boulders. If you've
44 driven by the site, there are stock piles of boulders there right now. We are going
45 to incorporate those into the landscaping throughout the site, just to maintain the
46 aesthetics of the hill.

1 **CHAIR VAN NATTA** – Oh cool; that sounds great. Any other questions?
2

3 **COMMISSIONER RAMIREZ** – It’s a beautiful project. What is the time frame for
4 completion do you anticipate?
5

6 **APPLICANT JERNIGAN** – We are putting in for financing in July. It is usually an
7 eight month process. If you get awarded the tax credits before you start
8 construction... so far successful. In the July round we would start in March.
9

10 **COMMISSIONER RAMIREZ** – Thank you
11

12 **CHAIR VAN NATTA** – Okay at this time I’m going to excuse Commissioner
13 Lowell. He has a plane to catch and I don’t want him to have to rush to get there,
14 so thank you for coming in for the time you able to spend with us and we’re going
15 to open this us up for the people for whom we have Speaker Slips and the first
16 one is Tom Gerald.
17

18 **SPEAKER GERALD** – Thank you Chair Van Natta and members of the
19 Commission, members of Staff and the public. You know I can tell you from
20 personal experience I manage a little and I don’t know if it manages me; a small
21 neighborhood commercial center and Commissioner Crothers is well aware of it
22 and I like to say we are low rent, high crime district at the other end of town there,
23 but a long story short, there is going to be very little immediate demand for
24 commercial real estate for quite a while foreseeable and even though I spoke
25 earlier and I still contend I’d love to see more executive level higher end housing,
26 there is that balance that we have to achieve. It is regulated and this is a good
27 location. It is a logical place. The overall density is not particularly high.
28

29 I am very familiar with this property from having lived in the area but I built homes
30 to the north of it back in the 80’s and then I was a Project Coordinator for about
31 200 homes to the west of it a little bit, so I know the area very well. In fact I was
32 dealing with some of the archeological issues back when we were getting our
33 approvals, so I know that area and I can say a focused EIR is no cake walk.
34 That’s a tough little bit. It is kind of understated.
35

36 It’s tough from a developers standpoint, you should see the checklist...you know
37 so it’s a tough hurdle to get over and also I met Mr. Jernigan ten years ago when
38 I was on the Project Area Committee for the Redevelopment Agency when we
39 had redevelopment. He was an employee of another company and both he and I
40 carried out some of the Public Hearings. I believe they brought two phases
41 forward of this type of product and he and his company are always extremely
42 accessible; very forthright; in fact I thought they gave us more information than
43 we even requested. I mean there was no rock left unturned so to speak and he
44 disclosed financials and so on and so forth.
45

1 In fact I might encourage before the Applicant finishes tonight that he does give
2 you a little more information so the public understands a little bit about these tax
3 credit financing mechanism and who some of the buyers are for these bonds. I
4 believe there is an ongoing inspection program, so pride of ownership is very
5 much in vogue.

6
7 And in closing, I want to echo Mr. Jernigan's comments. I have no business with
8 him. I only know him through community meetings like this and coming to
9 Commissions and City Council meetings, but I did see his project along Hemlock
10 and my background is as I said in building, development and construction. It is a
11 class act; very well done and he should be proud of it. I'm sure this will be
12 equally as good, but if not better. In fact, before the meeting I told him I had seen
13 his project and he said wait till you see this one, so you can see his enthusiasm
14 and being a home town fellow, you know he is a 'what you see is what you get'
15 type person and so I endorse the project. Thank you.

16
17 **CHAIR VAN NATTA** – Okay, thank you and I have another Speaker Slip here
18 from Tracy Hodge.

19
20 **SPEAKER HODGE** – I'll pass

21
22 **CHAIR VAN NATTA** – Okay thank you and seeing nobody else coming forward,
23 I'm going to close the Public Hearing section of this and we will go into
24 Commissioner Discussion, so let's start down there with Commissioner Ramirez.
25 What would you like to say about the project?

26
27 **COMMISSIONER RAMIREZ** – Well I think it is beautiful project. It makes sense;
28 definitely better than the gas station they were thinking about putting there. With
29 the direction our community is going, I think that is ideal type of housing; beautiful
30 architectural design and I love the landscaping and I suggest that we vote for it.
31 Thank you.

32
33 **COMMISSIONER GIBA** – I really enjoy it when you guys give us the nice packet
34 to go through; so very comprehensive and then in conjunction with what we have
35 we are able to really go through it. I love the way the view is on the outside.
36 When you drive by it, it just looks like you know there is no parking. It was
37 thought through really well. I really appreciated that. When I noticed that you
38 guys removed that extra parking and that... I don't think you mentioned it but that
39 is a tot lot you put there; not just an open spot; a tot lot, so for the kids and stuff,
40 so I thought that was really good. You made really good use of that.

41
42 First I questioned the covering but you are right in there where you belong. I
43 thought it was nice. I like the way it is internally. It is almost like a little internal
44 community there and the rock feature in the back. I have lived here for 32 years
45 and I drive by that and I keep saying what on God's good earth can they do with
46 that. You've done it and I think it's a good location, especially with the R30

1 corridor, which I brought earlier. So I probably could have a hundred things to
2 say, but Meli will stop me, so thank you for building this and I can't wait to see it
3 get finished and be taken advantage of in our community.

4
5 **CHAIR VAN NATTA** – Okay, Commissioner Crothers

6
7 **VICE CHAIR CROTHERS** – I just want to say thank you for bringing another
8 fantastic project to our City. Being homegrown here, we have a lot of stakes
9 here in the City. Sometimes it is a easy decision on what we are going to put
10 where and you know a project like this comes up and we know that is what
11 should be there and it fits with the landscape. If fits with our City. The
12 architecture is beautiful. It doesn't look like barracks or military housing, which
13 unfortunately the people who protect our country get the worse kind of housing
14 ever, but you know I think this really fits our City and it fits that area and I think it
15 will be a great addition.

16
17 **COMMISSIONER BAKER** – I really like this project and I want to commend Jim
18 and Dave for putting this together and their whole team. I think like Jim said it is
19 really going to be a gateway for that Alessandro Corridor; the thing that we are
20 trying to do in that direction. This will be kind of the focal point as you go toward
21 the east there, so I really like it and we're going to go for it and I appreciate you
22 bringing it to town. Okay, thank you.

23
24 **COMMISSIONER SIMS** – Thank you for the explanations. Well done there and
25 nice work for a tough piece of property, so great improvement than a pile of rocks
26 and I look forward to... I drive by there all the time, so I was wondering what was
27 going to happen and I glad to see that this is going in. It's a nice project.

28
29 **CHAIR VAN NATTA** – I can't add much more to what the other Commissioners
30 have already said except I do want to make kind of a general comment about
31 housing. Housing is my business and has been for 35 years and a project like
32 this has a definite place in the balance of housing in the community. It is always
33 nice to think oh well if we built big, fancy, nice houses then we would get more
34 executive type people, but when it comes right down to it, developers research;
35 they see what housing is going to be in demand and they will build for that
36 housing. If we get people who want to come out here and have one acre estates
37 and there is enough of a demand for that, believe me a developer will come
38 along and build it.

39
40 We have land that is set aside for that and especially on the north sides going
41 towards the hillsides and someday I hope we see big, beautiful estates up in that
42 area of town, which is an excellent place for it, but in looking at this project I was
43 very glad to see the scope of the size of the units, with the three bedroom ones
44 being as much as 1300 square feet. Well that is larger than some of the houses
45 in town, so it's not cramming them into small little apartments where they
46 wouldn't have any quality of life and low income housing is not something that

1 you look at necessarily as being for one group of people or just people who are
2 on assistance or anything like that. In many ways it is transitional housing. It's
3 the young couple who wants a nice place to live until they have built their income
4 and can afford to purchase a house or to lease a house and if you don't provide
5 quality affordable housing, then the people who live in this town who have the
6 lower income jobs end up being crammed into two or three families in a house
7 which is bad for the neighborhood or they live in substandard housing that isn't
8 up to code and so forth, so I think it is very important that this type of housing be
9 made available and I was very glad to see the beauty of this project; the location
10 and everything of it is great and I'm going to vote for it. Are there any other
11 comments; then okay. I would like somebody to make a motion.

12
13 **COMMISSIONER SIMS** – I could do that

14
15 **CHAIR VAN NATTA** – Okay please do that Commissioner Sims

16
17 **COMMISSIONER SIMS** – I do recommend that Planning Commission
18 **APPROVE** Resolution No. 2013-17 and thereby **RECOMMEND** that the City
19 Council:

- 20
21 **1. ADOPT** a Mitigated Negative Declaration for PA13-0008 General Plan
22 Amendment, PA13-0007 Change of Zone, P13-029 Variance and
23 PA13-0006 Plot Plan, pursuant to the California Environmental Quality
24 Act Guidelines (CEQA).
25
26 **2. APPROVE** PA13-0008 General Plan Amendment, PA13-0007 Change of
27 Zone, P13-029 Variance and PA13-0006 Plot Plan, based on the findings
28 contained in this resolution and as shown on the attachments included as
29 Exhibits A and B, and subject to the attached conditions of approval,
30 included as Exhibit C.

31
32 **CHAIR VAN NATTA** – And can we have a roll call vote?

33
34 **COMMISSIONER GIBA** – I'll second that

35
36 **PLANNING OFFICIAL TERELL** – We need a second

37
38 **CHAIR VAN NATTA** – Oh I'm sorry

39
40 **COMMISSIONER BAKER** – I'll second

41
42 **CHAIR VAN NATTA** – We have three seconds. Okay, a roll call vote...

43
44 **COMMISSIONER RAMIREZ** – Aye

45
46 **COMMISSIONER GIBA** - Aye

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18

VICE CHAIR CROTHERS – Aye

CHAIR VAN NATTA – Aye

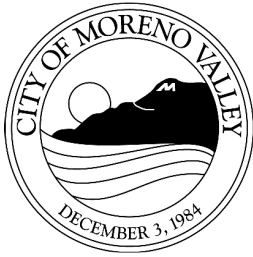
COMMISSIONER BAKER – Aye

COMMISSIONER SIMS – Aye

Opposed – 0

Motion carries 6 – 0 - 1, with one absent (Commissioner Lowell)

CHAIR VAN NATTA – All ayes and one absent and the motion passes. And I would like to thank all the members who showed up to our Planning Commission Meeting. It is so seldom that we see so many visitors here, so thank you very much for attending. We appreciate it.



**PLANNING COMMISSION
STAFF REPORT**

Case: PA13-0006 – Plot Plan
PA13-0007 – Zone Change
PA13-0008 – General Plan Amendment
P13-029 – Variance

Date: May 23, 2013

Applicant: Rancho Belago Developers, Inc.

Representative: Winchester Associates, Inc.

Location: Southeast corner of Alessandro Blvd. and Lasselle St.

Proposal: Plot Plan application for a 141 unit affordable apartment project on approximately 10 acres. Development of this project will require a Zone Change and General Plan Amendment from Neighborhood Commercial and R15 to R30 and Open Space. The project also proposes a variance to reduce the covered parking requirement from 2 spaces to 1 space per unit for the 3-bedroom units.

Recommendation: Approval

SUMMARY

Boulder Ridge Family Apartments proposes a General Plan Amendment and Zone Change to develop a 141 unit affordable apartment project on approximately 10 acres. The project also proposes a Variance to reduce the covered parking requirement for 3-bedroom units.

PROJECT DESCRIPTION

Project

The Boulder Ridge Family Apartments project proposes to construct a 141 unit affordable apartment project on approximately 10 acres. Development of the project requires approval of a General Plan Amendment and Zone Change from Neighborhood Commercial and R15 to R30 and Open Space. The project also proposes a variance to reduce the covered parking requirement from 2 spaces to 1 space per unit for the 3-bedroom units.

Site

The project site is comprised of approximately 10 acres located within Assessor's Parcel Number 486-280-044 and a ½ acre portion of 486-280-043. The site is located at the southeast corner of Alessandro Boulevard and Lasselle Street.

The site is currently vacant with generally flat topography along the site's Alessandro Boulevard and Lasselle Street frontages. The project site is square in shape with topography that ranges from level to sloping and includes a hillside with substantial rock outcroppings.

The project site has been previously disturbed through permitted stockpiling and borrowing activities and a City street widening project along Lasselle Street.

Land Use Changes

General Plan Amendment application PA13-0008 and Zone Change application PA13-0007 proposes to change the land use designations for the project site from Neighborhood Commercial and R15 to R30 and Open Space.

The R30 designation would apply to the portions of the site proposed for construction of the apartment buildings and related improvements and would extend to the toe of the manufactured slopes.

The slopes and undisturbed hillside and rock outcroppings would be assigned the Open Space zone, which will prevent future development of the hilltop and protect the existing natural slopes and rock outcroppings.

The project site is bounded by Neighborhood or Community Commercial zoned land to the north, northwest and west. Existing tract homes are located further to the northwest, southwest and northeast. Vacant Open Space and R30 land use is located to the east and south which was recently changed in conjunction with the R30 Housing Element conformance project.

Planning Commission Staff Report
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Based upon the conclusions of a Focused Traffic Analysis prepared by Kunzman Associates, Inc., in April 2013 for the project, anticipated project traffic resulting from the proposed Plot Plan, Zone Change, and General Plan Amendment is less than traffic projections under the current land use and will not exceed General Plan build out traffic projections for the project site

The proposed land use change and apartment project is compatible with surrounding land uses and will not physically divide an established community. The proposed changes establish a mix of residential land use and open space that results in an appropriate residential density for the area and protection for the slopes and rock outcroppings that is consistent with the General Plan, and its goals, objectives, policies and programs.

Variance – P12-114

A variance is proposed to reduce the covered parking requirement from 2 spaces per unit to 1 space per unit for 3-bedroom apartments. The proposed variance to reduce the covered parking requirement will not result in a deficiency in total required parking for the project.

Municipal Code Section 9.02.100 states that variances are intended to provide for equity in use of property, and to prevent unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations prescribed by this title.

The project site includes a rocky hillside with topography that varies from level to sloping with substantial rock outcroppings. The project design is consistent with General Plan and Municipal Code guidelines regarding protection of slopes, ridgelines and rock outcroppings. The result is a developable portion of the site that is irregular in shape which poses challenges when designing the project to meet required parking lot landscape, required parking and required covered parking requirements.

The proposed reduction in covered parking is consistent with Objective 8.9 of the City's Housing Element which encourages a review of parking standards for multi-family 3 and 4 bedroom units, including covered parking requirements to determine if reductions are appropriate.

Per the requirements of Municipal Code Section 9.02.100, required findings have been prepared in support of the variance. The findings are attached to this report in Planning Commission Resolution #2013-17.

Plot Plan – PA13-0006

Plot Plan PA13-0006 proposes to develop a 141 unit apartment project on approximately 10 acres located at the southeast corner of Alessandro Boulevard and Lasselle Street.

Planning Commission Staff Report

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The project will include eight apartment buildings with a unit mix that includes 1, 2 and 3 bedroom apartments ranging from 723 square feet to 1,301 square feet

The site design includes an even distribution of open, covered and visitor parking, trash enclosures, and landscape planters. Other amenities include four laundry facilities, three tot lots, two recreation buildings and a pool.

Surrounding Area

The area surrounding the proposed project includes vacant commercial land at the northwest, northeast and southwest corners of Alessandro Boulevard and Lasselle Street. The vacant property at the northeast corner of Alessandro and Lasselle has an active approval for development of a grocery store. Vacant land immediately to the north is zoned R5 for single-family development and to the south, east and southeast is Open Space and R30 land use recently changed in conjunction with the Housing Element conformance project.

Existing tract homes are located to the southwest in the RS-10 and R5 zones and to the northwest in the R5 zone on the west side of Lasselle Street and to the northeast along Morrison Street between Bay Street and Alessandro Boulevard. The Riverside County Medical Center is located approximately one mile to the southeast at Nason Street and Cactus Avenue.

Overall, the proposed Plot Plan, Zone Change, and General Plan Amendment are compatible with the City's General Plan and adjacent land uses.

Access/Parking

The apartment project is proposed to be gated with right-in, right-out access at the Alessandro Boulevard driveway due to a required raised median along Alessandro Boulevard. The Lasselle Street driveway will be restricted to emergency vehicle and exit only access.

The project includes garage and carport parking for the residents and additional uncovered parking for residents and guests.

Subject to approval of Variance application P13-029 and as designed and conditioned, the project satisfies all parking requirements of the City's Municipal Code.

Design/Landscaping

The proposed project includes a total of eight 3-story apartment buildings of contemporary California Mission style architecture. The buildings will include tuck-under parking garages that are mainly oriented towards the interior of the site which allows the building fronts to face the street.

Planning Commission Staff Report

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The design of the development relies on simple massing with details that include recessed windows, articulated roof overhangs, and arch details at the stair enclosures and private patios. Variation among the buildings is created with multiple color schemes and an assortment of details, including decorative stone elements, metal awnings, decorative wrought iron elements, exposed rafter tails, and trellis structures.

The recreation buildings are is consistent with project architecture in colors, materials and level of detail.

This project has been reviewed and the design of the proposed plot plan conforms to all development standards of the R30 zone and the design guidelines for multiple family uses as required within the City's Municipal Code.

Decorative wrought iron or tubular steel fences and gates with stucco and/or stone treated pilasters are required for any perimeter fences/walls. Decorative block is required for all retaining walls. The walls and fences for this project are conditioned to be consistent with the City's Municipal Code standards for placement, height and materials.

REVIEW PROCESS

In the review of this project, consideration was given to the potential impact to surrounding land uses by the proposed project.

Upon review by the Project Review Staff Committee (PRSC) in March 2013, modifications were required to the plot plan exhibits and preliminary grading plan. Comments from staff included the preparation of studies by a qualified consultant(s) to address potential impacts to cultural resources, a general biological assessment, an assessment for burrowing owl, a focused traffic analysis, a slope stability analysis and a preliminary water quality management plan.

Revised plans and studies were submitted in April and May 2013. Upon review of the studies and the revised exhibits, a determination was made to schedule the project for a Planning Commission public hearing.

ENVIRONMENTAL

Biological Resources

A Biological Reconnaissance Survey and Habitat Assessment for Burrowing Owl was prepared in April 2013 by Tetra Tech. Based on the results of the field survey of the site, there is no likelihood of sensitive resources being found on the site. No sensitive plant or animal species were observed on the site. No suitable habitat for occupation by burrowing owls was observed and no signs of burrowing owl or owls were observed on the site.

Planning Commission Staff Report

Page 6

The consultant does not recommend additional surveys for burrowing owl. However, the project has been conditioned to conduct a pre-construction survey for burrowing owl, 30 days in advance of grading or site disturbance.

No suitable habitat or Multiple Species Habitat Conservation Plan (MSHCP) designated survey areas for riparian and wetland-associated plant and animal species are present on the project site. No vernal pools or vernal pool species are present on the project site.

Cultural Resources

Archaeological surveys were prepared for the project site in 2007 and again in 2013. The archaeological surveys did not identify cultural resources within the boundaries of the proposed development nor recommend monitoring or other mitigation.

However, in order to avoid impacts to potential cultural resources within the project site boundaries, conditions of approval and mitigation measures have been included for the project to ensure the participation of a monitor(s) including a qualified archaeologist and tribal representatives during all grading and site disturbance activities.

If recorded archaeological sites are found to be within the limits of the project site within undisturbed slopes or rock outcroppings, a long-term preservation plan for the protection of these cultural resources will be prepared and executed between the appropriate Native American Tribe and the Project Applicant.

Slopes

This site includes a hillside with steep slopes and rock outcroppings. The project proposes some manufactured slopes which are conditioned to comply with City Public Works standards for storm runoff and slope design. The manufactured slopes will be landscaped and irrigated for erosion control.

Based upon the results of a slope stability analysis, conditions of approval and mitigation measures have been included for the project. As designed and conditioned and with the enforcement of mitigation measures, impacts from landslides are less than significant.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project and other interested parties. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

<u>Agency</u>	<u>Response Date</u>	<u>Comments</u>
Riverside Transit Agency	March 21, 2013	Bus stop request
Pechanga Band of Mission Indians	April 25, 2013	Request for consultation
Soboba Band of Luiseno Indians	April 24, 2013	Request for consultation

Staff has coordinated with the responsible agencies listed above and where applicable, conditions of approval have been included to address concerns from the responding agencies.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission **APPROVE** Resolution No. 2013-17 and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA13-0008 (General Plan Amendment), PA13-0007 (Change of Zone), P13-029 (Variance) and PA13-0006 (Plot Plan), pursuant to the California Environmental Quality Act (CEQA) Guidelines; and
2. **APPROVE** PA13-0008 (General Plan Amendment), PA13-0007 (Change of Zone), P13-029 (Variance) and PA13-0006 (Plot Plan) based on the findings contained in this resolution, and as shown on the attachments included as Exhibits A and B, and subject to the attached conditions of approval included as Exhibit C.

Prepared by:

Jeff Bradshaw
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:











1. Public Hearing Notice
2. Planning Commission Resolution No. 2013-17
3. Negative Declaration
4. Initial Study Checklist
5. Aerial Photograph
6. Architectural Plans
7. Preliminary Grading

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Boulder Ridge Family Apartments

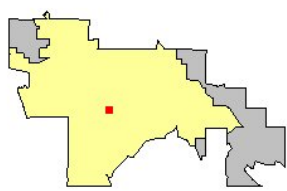
Aerial Photograph

Legend

-  Highways
-  Parcels
-  Roads
-  Ortho Photography
-  Waterbodies
-  City Boundaries
-  Calimesa
-  Moreno Valley
-  Perris
-  Riverside

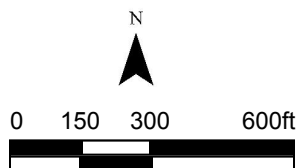


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City of Moreno Valley
 14177 Frederick St
 Moreno Valley, CA 92553

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



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Item No. E.3

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BOULDER RIDGE FAMILY APARTMENTS

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- A6.0 ROOF PLAN
- A7.0-A7.15 ELEVATIONS
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- A9.0 UNIT PLANS
- A10.0 MATERIALS BOARD
- C1.0 PRELIMINARY GRADING PLAN
- L1.0 PRELIMINARY LANDSCAPE

A PROJECT BY:



RANCHO BELAGO DEVELOPERS, INC.
 5051 CANYON CREST DRIVE,
 SUITE 200
 RIVERSIDE, CA 92507

DESIGN TEAM:



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 SANTA MONICA, CA 90401
 CONTACT: MANNY GONZALEZ
 T: 310.394.2623
 MGONZALEZ@KTGY.COM
 WWW.KTGY.COM



CIVIL ENGINEER:
 WINCHESTER ASSOCIATES, INC.
 23640 TOWER STREET, SUITE #3
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 CONTACT: DAVID SLAWSON
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 SLAWSON@WAI-ENG.COM

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SHEET INDEX & PROJECT INFO

MORENO VALLEY, CA
 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
 C A S E # PA13-0006

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PROJECT LOCATION

MORENO VALLEY, CA

KTGY # 2012-0340.00 05/15/2013
 2012-0340.01
 CASE # PA13-0006

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PERSPECTIVE VIEW - ALESSANDRO ENTRY

MORENO VALLEY, CA
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PERSPECTIVE VIEW - LASSELLE ENTRY

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PERSPECTIVE VIEW - CORNER VIEW

MORENO VALLEY, CA
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 2012-0340.01
 C A S E # P413-0006

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BOULDER RIDGE FAMILY APARTMENTS



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PERSPECTIVE VIEW - AERIAL VIEW

MORENO VALLEY, CA

K T G Y # 2012-0340.00

05/15/2013

2012-0340.01

C A S E # PA13-0006

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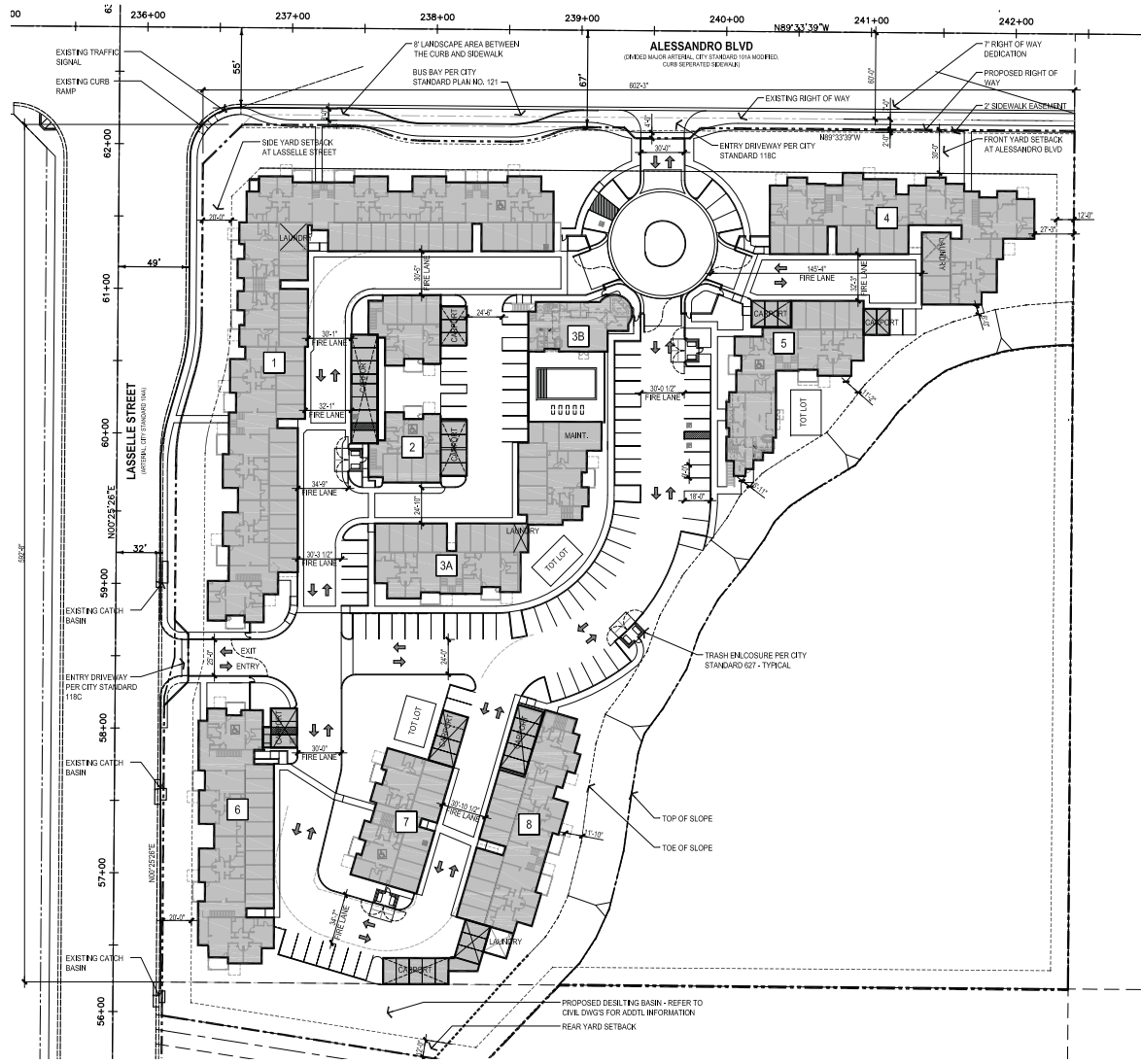
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Project Description:

A 141 unit affordable apartment project on an 8.5 acre parcel including eight apartment buildings, two clubhouses with tot lots, and a pool. The unit mix includes 1, 2, and 3 bedroom apartments ranging from 680 square feet to 1,301 square feet. This project will require a zone change and general plan amendment to allow for a higher density multi-family land use.

Legal Description:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows: LOT 4 IN BLOCK 120, MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO. IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER THE SOUTH HALF OF ALESSANDRO BOULEVARD AND THE EAST HALF OF LASSELLE STREET, WITHIN SAID BLOCK, LYING WESTERLY OF THE EASTERLY LINE OF SAID LOT, PROLONGED NORTHERLY AND NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT, PROLONGED WESTERLY.

Project Data

Project Info:
 Address: Southeast corner of Alessandro Blvd. & Lasselie St.
 APN: 486-280-044
 City Case #: PA13-0006, 0007, 0008

Statistical Summary: (Based on Adjusted Net Acreage)

Open Space:	20%
Landscaping:	26%
Lot Coverage:	26%
Dwelling Units:	141 UNITS
Density:	25.1 DU / AC

Site Area Information
 Gross Site Acreage: 10.20 ACRES
 Adjusted Net Acreage: 5.61 ACRES
 (excludes the 2.95 acre open space/rock outcropping)

Floor Area (MVMC Chapter 9.15.030):
 194,843 SQ. FT.
 Allowed Floor Area: 244,371.6 SQ. FT.
 FAR: 0.80

zoning Information
 Current: NC (Neighborhood Commercial) & R-15 (Residential-15)
 Proposed: R-30

Open Space Requirements:
 Required Open Space: 42,300 SF
 Provided Open Space: 52,214 SF

Unit Mix:
 1 Bedroom: 14 (10%)
 2 Bedroom: 79 (56%)
 3 Bedroom: 48 (34%)

Parking Requirements: (Based on 100% Affordable Housing)
 1B: 14 x 1 = 14
 2B: 82 x 1.5 = 118.5
 3B: 48 x 2 = 96
 Total Stalls Required: 228.5 (4.57 Accessible Stalls)

Unit SF Summary:

Unit Plan	Unit Type	SF
Plan 1A	1bd/1ba	880.4 sf
Plan 2A	2bd/1ba	877.1 sf
Plan 2B	2bd/2ba	1,015.5 sf
Plan 3A	3bd/2ba	1,301.3 sf

Total Stalls Provided: 229 (6 Accessible Stalls)
 (At least one accessible stall is provided for each type of parking per CBC 1109A.3)

Recreation SF Summary:
 Rec. Area: SF
 Rec. Building 1: 1,945 sf
 Rec. Building 2: 1,580 sf
 Pool Area: 2,504 sf

Covered Stall Requirements:
 1B: 14 x 1 = 14
 2B: 82 x 1 = 79
 3B: 48 x 1 = 48
 Total Covered Stalls Required: 141
 Total Covered Stalls Provided: 141
 (108 Garages, 33 Carports)

Building	Const. Type	1ST Floor	2ND Floor	3RD Floor	TOTAL
Building 1	VA	3 STORY 21,322 SQ. FT.	21,322 SQ. FT.	21,322 SQ. FT.	63,966 SQ. FT.
Building 2	VB	3 STORY 3,973 SQ. FT.	3,973 SQ. FT.	3,973 SQ. FT.	11,919 SQ. FT.
Building 3A	VB	3 STORY 7,814 SQ. FT.	6,890 SQ. FT.	6,913 SQ. FT.	21,617 SQ. FT.
Building 3B	VB	2 STORY 2012 SQ. FT.	963 SQ. FT.		2,975 SQ. FT.
Building 4	VB	3 STORY 8,879 SQ. FT.	8,879 SQ. FT.	8,879 SQ. FT.	26,637 SQ. FT.
Building 5	VB	3 STORY 5,252 SQ. FT.	4,674 SQ. FT.	3,605 SQ. FT.	13,621 SQ. FT.
Building 6	VB	3 STORY 7,795 SQ. FT.	7,795 SQ. FT.	7,795 SQ. FT.	23,385 SQ. FT.
Building 7	VB	3 STORY 4,016 SQ. FT.	4,016 SQ. FT.	4,016 SQ. FT.	12,048 SQ. FT.
Building 8	VB	3 STORY 6,055 SQ. FT.	6,055 SQ. FT.	6,055 SQ. FT.	18,165 SQ. FT.
TOTAL:					194,333 SQ. FT.

Building	1-Bed Units	2-Bed Units	3-Bed Units	TOTAL
Building 1	4	21	0	48 Units
Building 2	4	6	0	10 Units
Building 3A	0	12	3	15 Units
Building 3B	0	1	0	1 Units
Building 4	2	13	6	21 Units
Building 5	0	6	3	9 Units
Building 6	0	7	9	16 Units
Building 7	4	6	0	10 Units
Building 8	0	7	6	13 Units
TOTAL:	14	79	48	141 Units

GENERAL NOTES:

- ALL BUILDINGS SHALL BE EQUIPPED WITH AN APPROVED FIRE SPRINKLER SYSTEM.
- THE FIRE HYDRANT SYSTEM ON THE PUBLIC ROAD SHALL BE EXTENDED INTO THE AREA. FIRE HYDRANTS SHALL COMPLY WITH CFC 507.5.7 & MVMV 8.36.060 SECTION K.
- THIS PROJECT IS LOCATED IN THE HIGH FIRE SEVERITY ZONE AND SHALL COMPLY WITH CBC CHAPTER 7A AND CFC CHAPTER 49.
- FIRE LANES SHALL HAVE AN UNOBSTRUCTED WIDTH OF 30' FOR BUILDINGS MEASURING 35' OR HIGHER TO THE HIGHEST POINT AND 24' FOR ALL OTHERS.
- ALL FIRE LANES SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13'-6".
- ALL ROOF DRAINS ARE TO BE DIRECTED TO LANDSCAPE AREAS.

BOULDER RIDGE FAMILY APARTMENTS

SITE PLAN

A4.0

Item No. E.3



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MORENO VALLEY, CA
 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
 CASE # PA13-0006

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BOULDER RIDGE FAMILY APARTMENTS

SITE PLAN

A4.1



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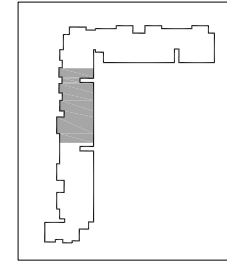
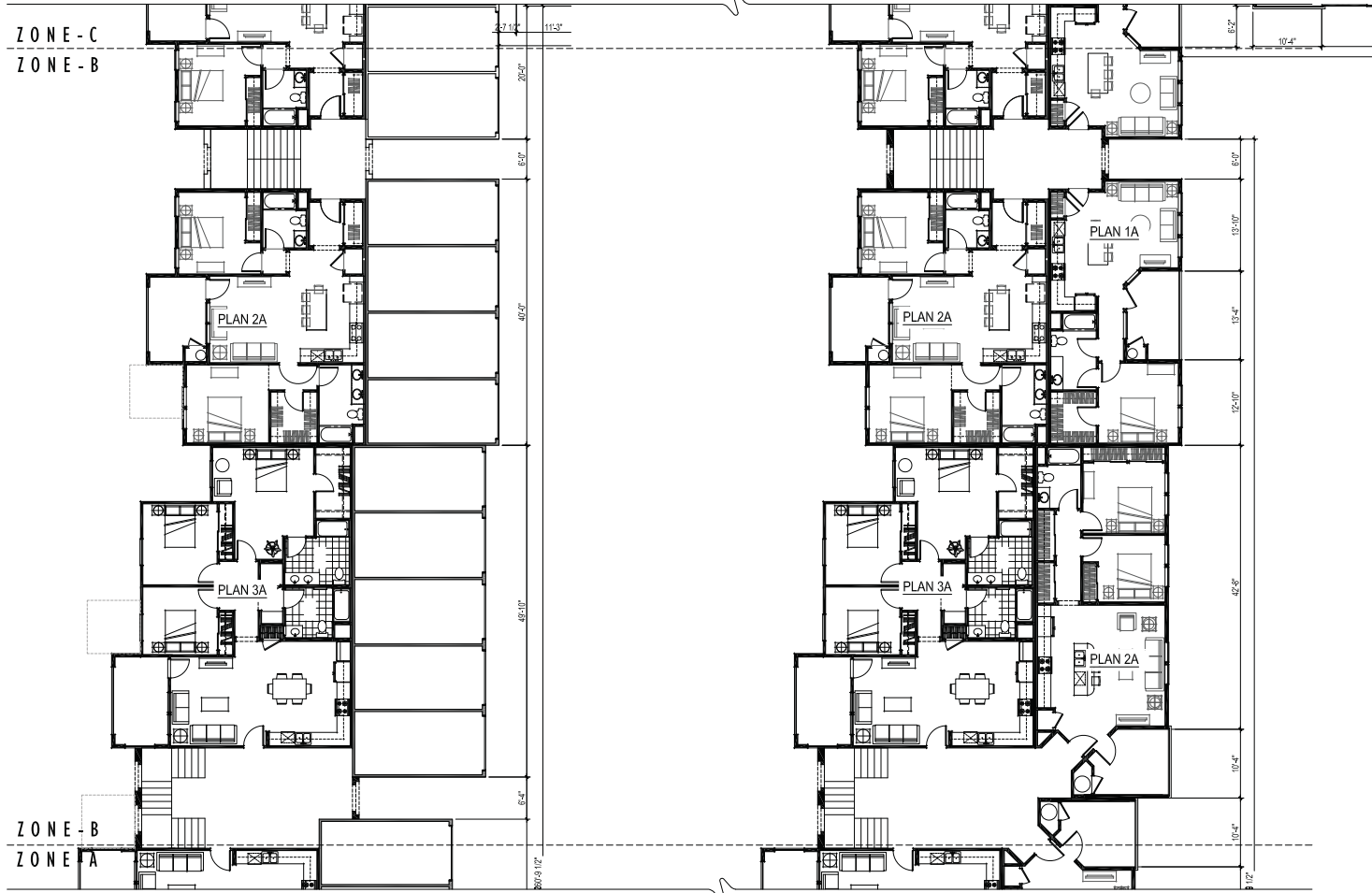
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MORENO VALLEY, CA

KTGY # 2012-0340.00 05/15/2013
 2012-0340.01
 CASE # PA13-0006

KTGY Group, Inc.
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ZONE KEY

GROUND FLOOR PLAN

SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS

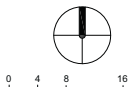
BUILDING-I PARTIAL FLOOR PLANS, ZONE-B



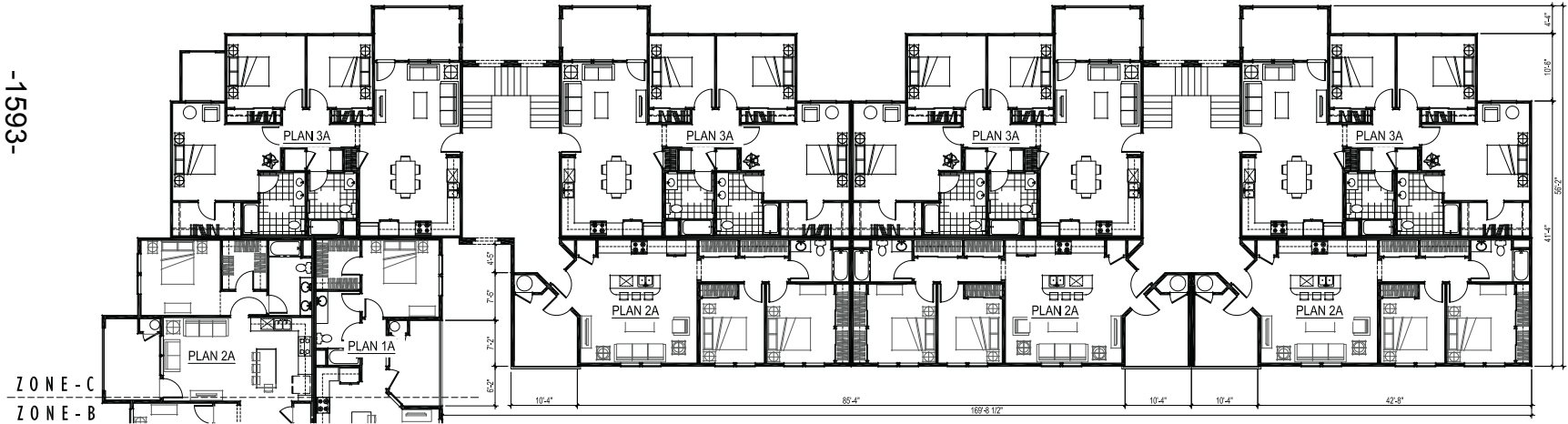
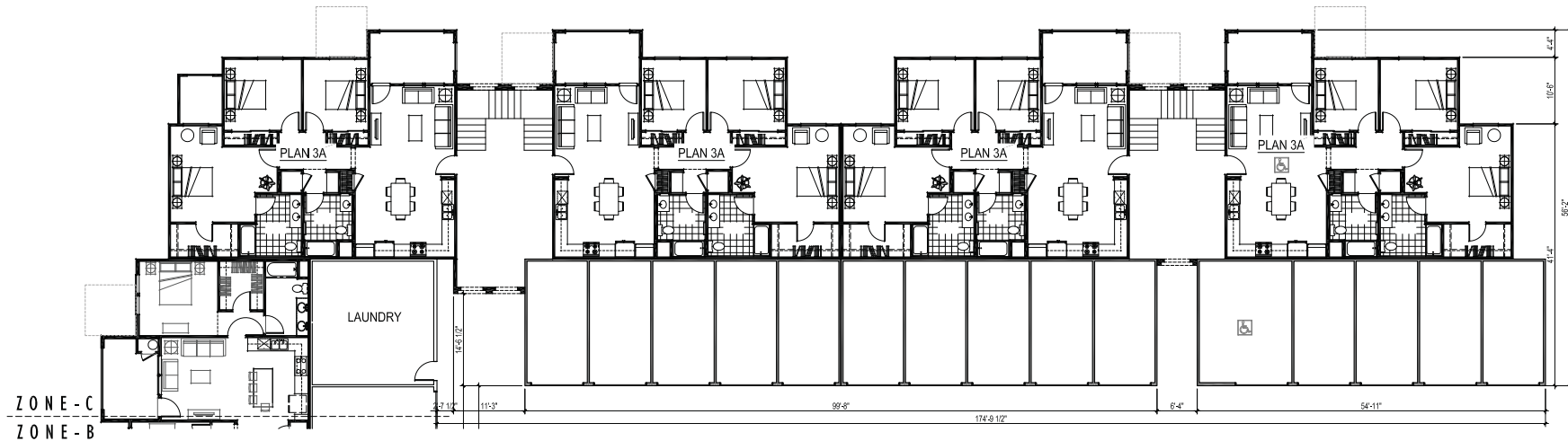
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MORENO VALLEY, CA
 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
 C A S E # P A 13-0006

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A5.1



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Item No. E.3

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-I PARTIAL FLOOR PLANS, ZONE-C

A5.2

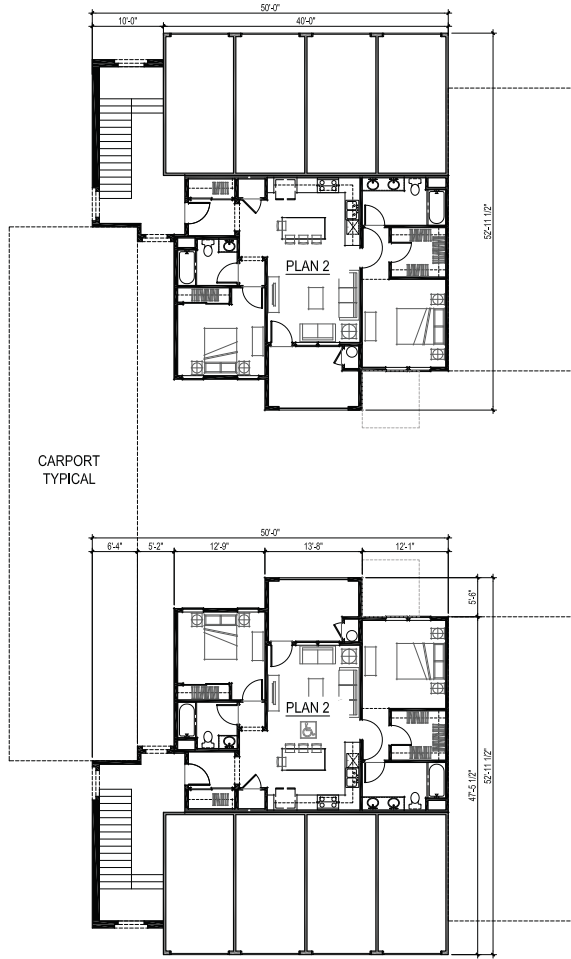


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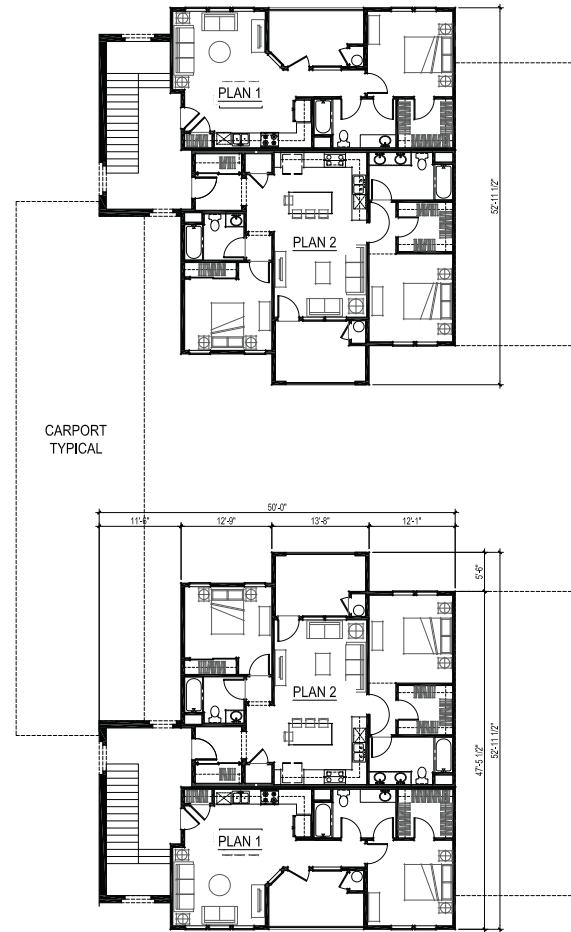
MORENO VALLEY, CA
 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
 C A S E # P A 13-0006

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GROUND FLOOR PLAN



SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS



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BUILDING-2 FLOOR PLANS

MORENO VALLEY, CA

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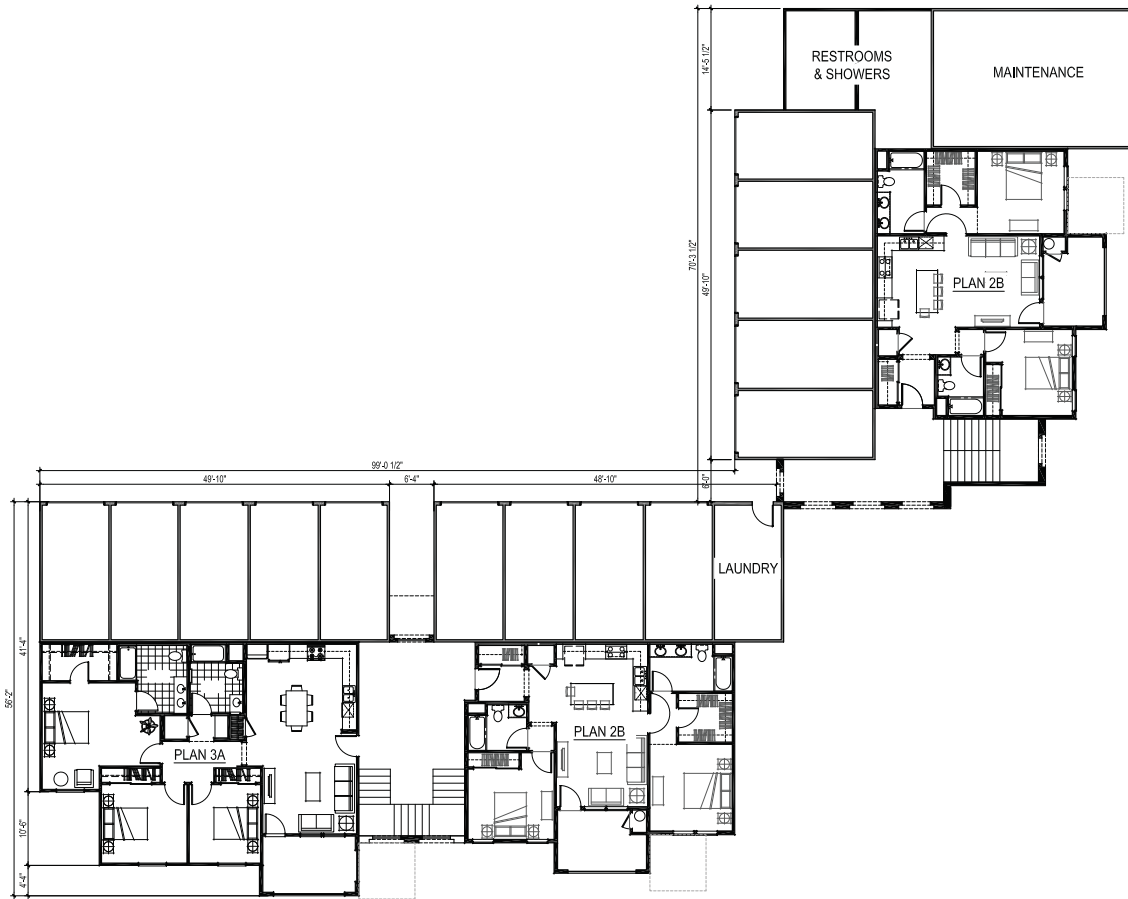
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A5.3

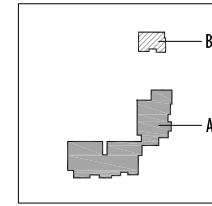


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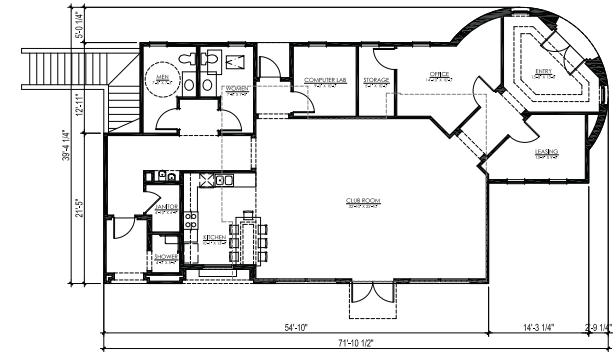


GROUND FLOOR PLAN

ZONE - A



ZONE KEY



GROUND FLOOR PLAN

ZONE - B



A5.4

Item No. E.3

BOULDER RIDGE FAMILY APARTMENTS



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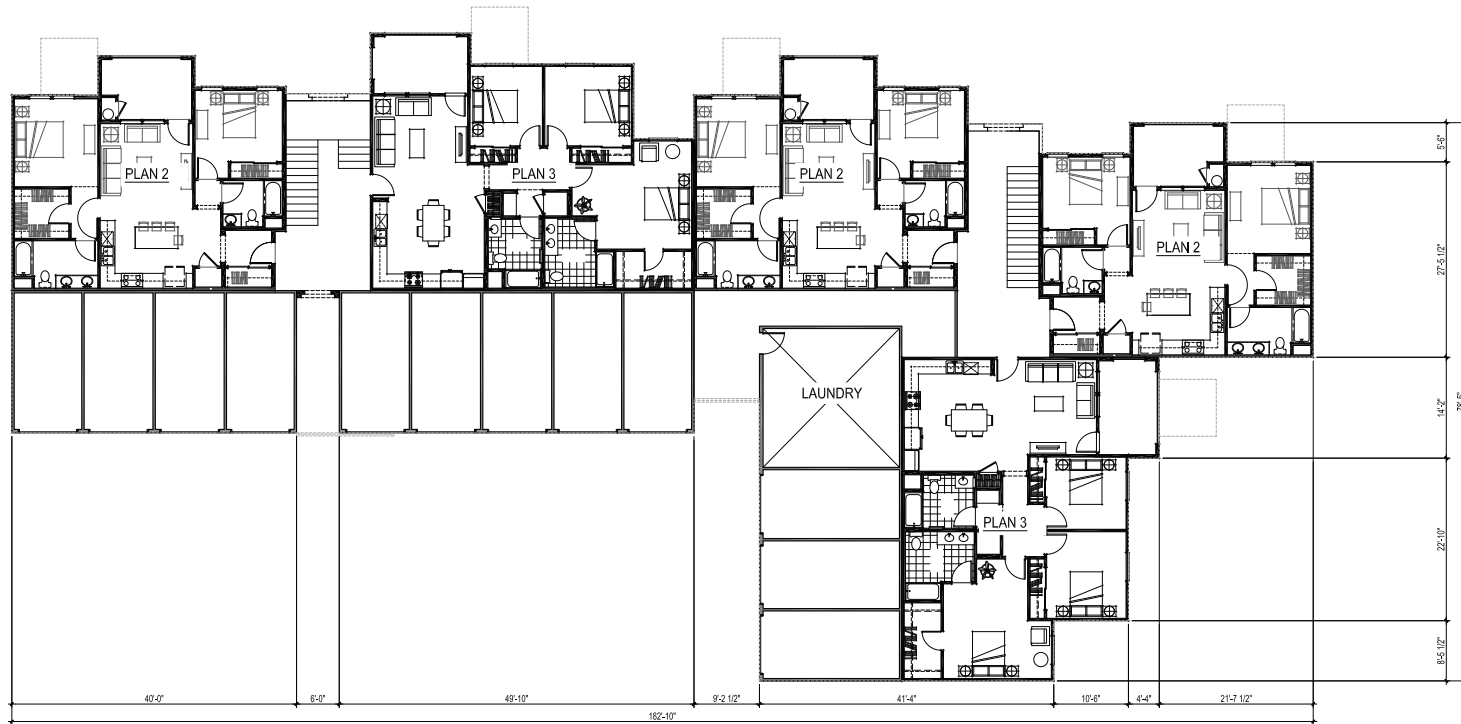
BUILDING-3A & 3B FLOOR PLANS

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-1597-



GROUND FLOOR PLAN

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BUILDING-4 FLOOR PLANS

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A5.6

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SECOND & THIRD FLOOR PLAN



A5.7

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-4 FLOOR PLANS



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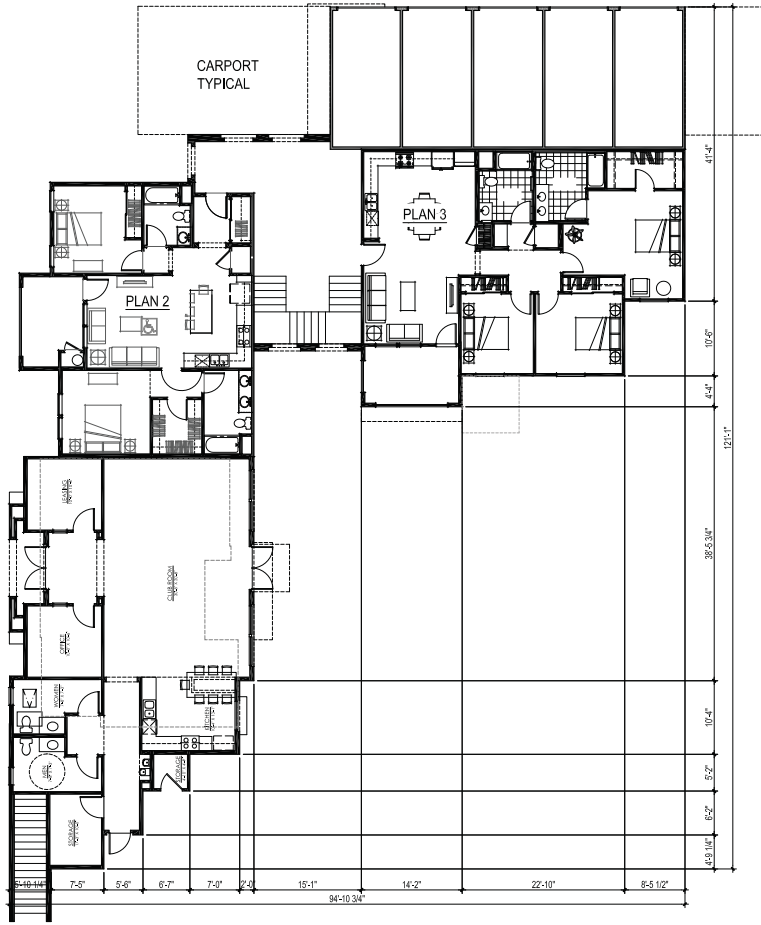
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 CASE # PA13-0006

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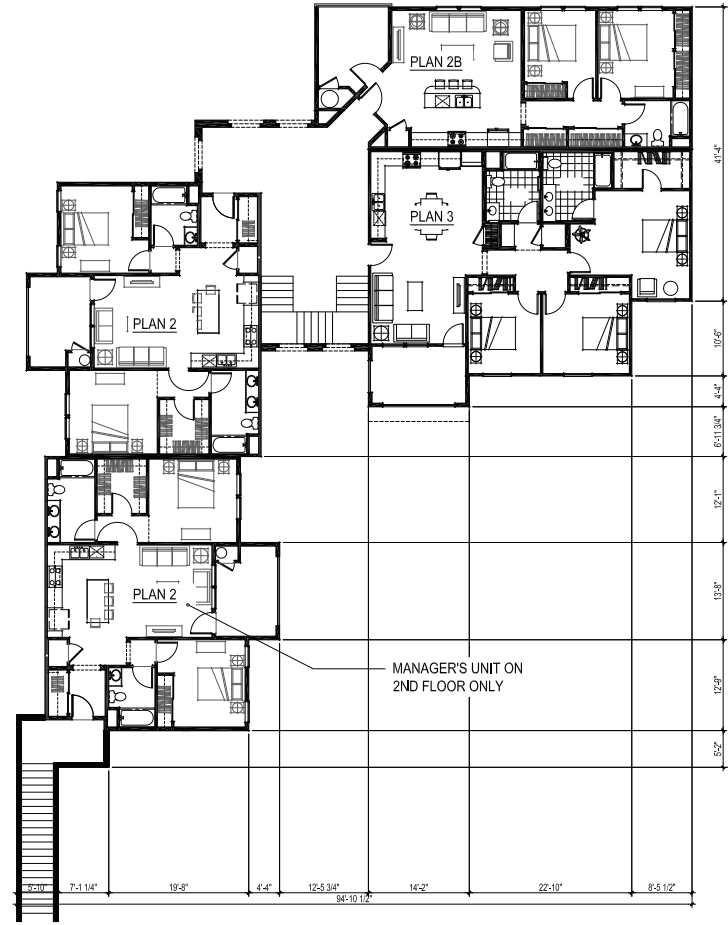
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-1599-



GROUND FLOOR PLAN



SECOND & THIRD FLOOR PLAN



A5.8

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BUILDING-5 FLOOR PLANS

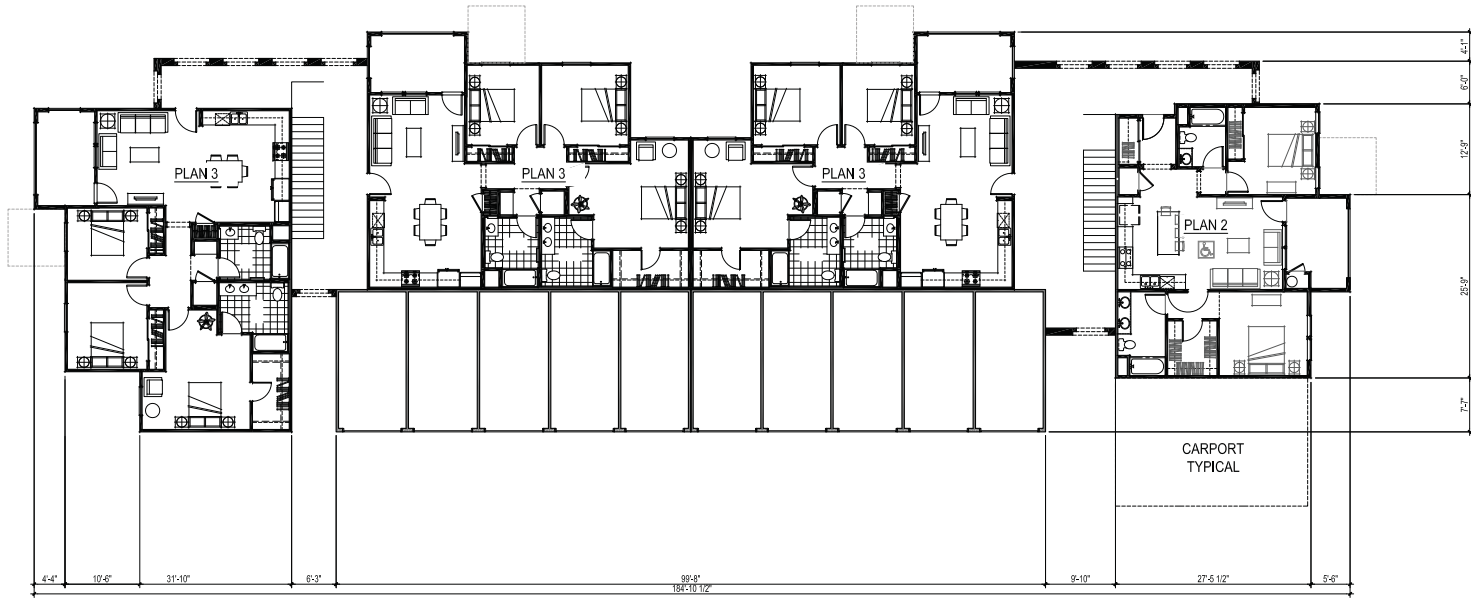
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GROUND FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS



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BUILDING-6 FLOOR PLANS

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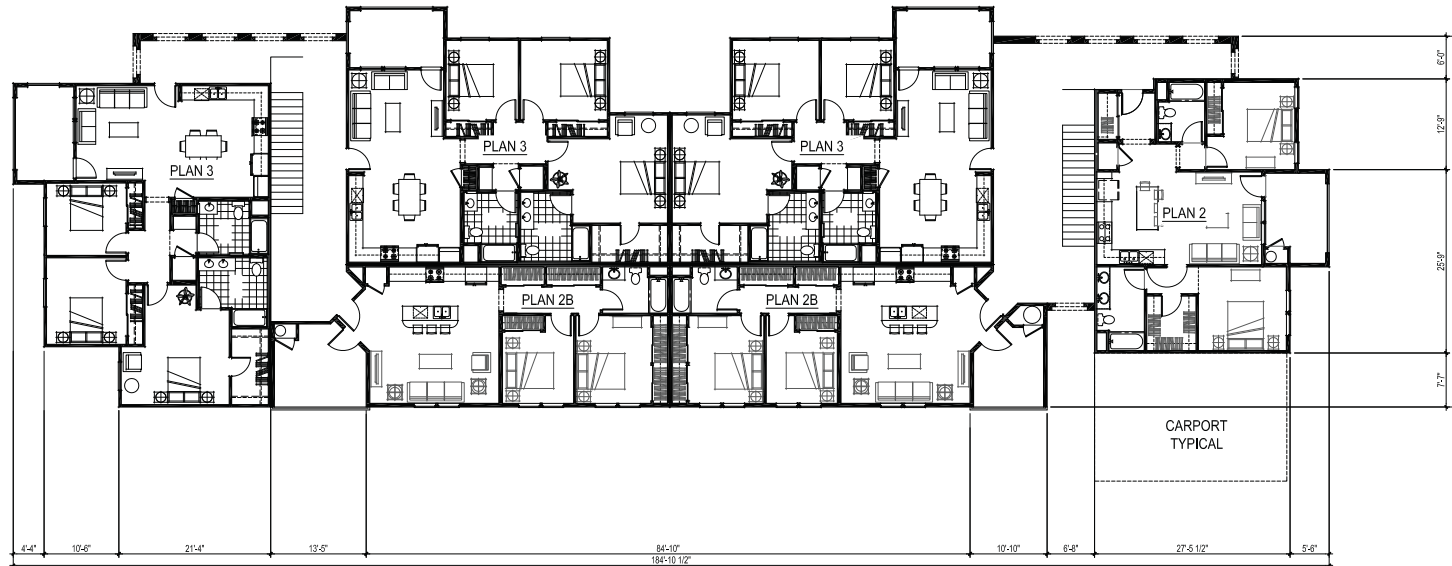
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A5.9

-1601-



SECOND & THIRD FLOOR PLAN



A5.10

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BOULDER RIDGE FAMILY APARTMENTS



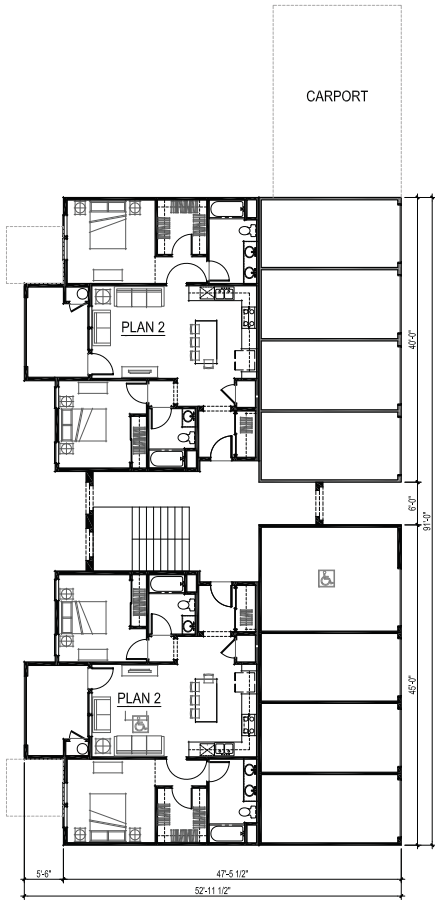
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BUILDING-6 FLOOR PLANS

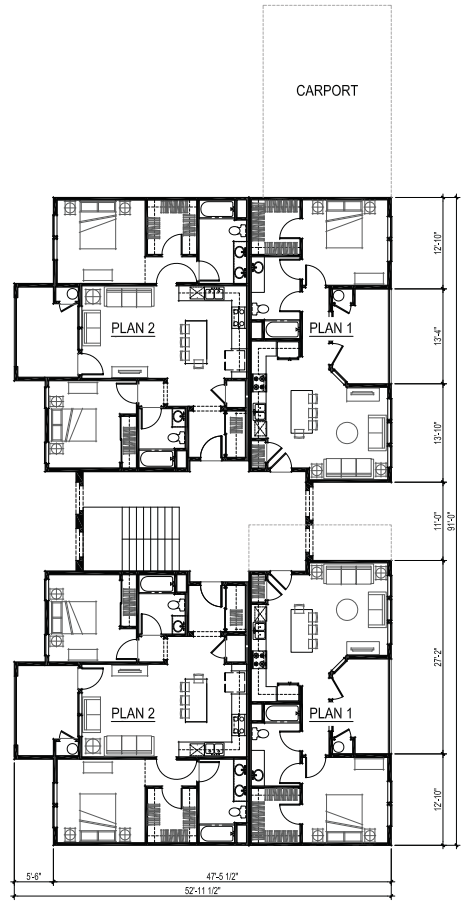
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GROUND FLOOR PLAN



SECOND & THIRD FLOOR PLAN



BOULDER RIDGE FAMILY APARTMENTS



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BUILDING-7 FLOOR PLANS

MORENO VALLEY, CA

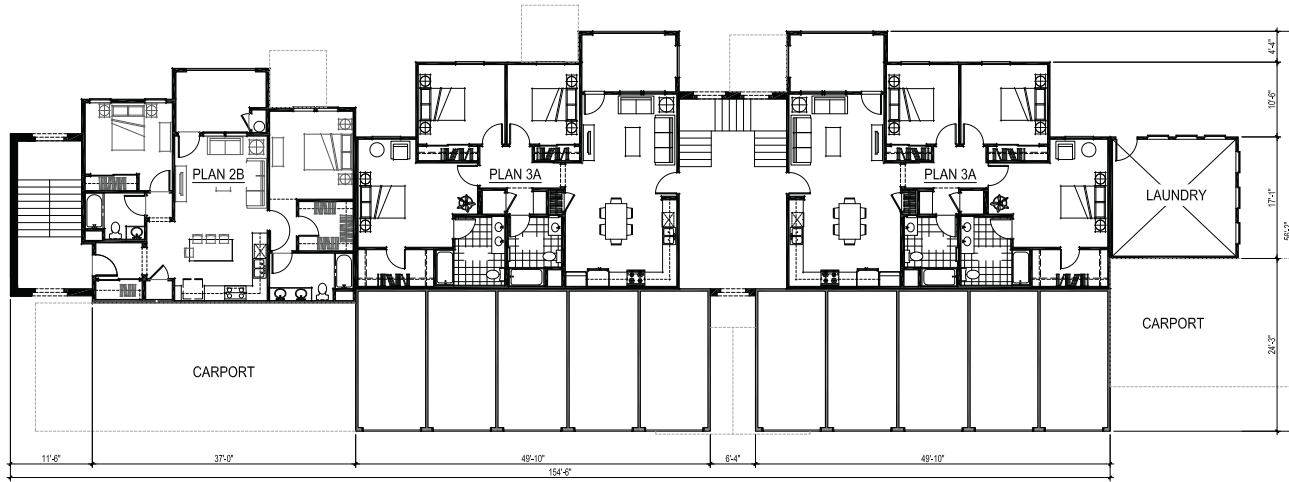
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A5.11

-1603-



GROUND FLOOR PLAN



0 4 8 16

A5.12

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BUILDING-8 FLOOR PLANS

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2012-0340.01

CASE # PA13-0006

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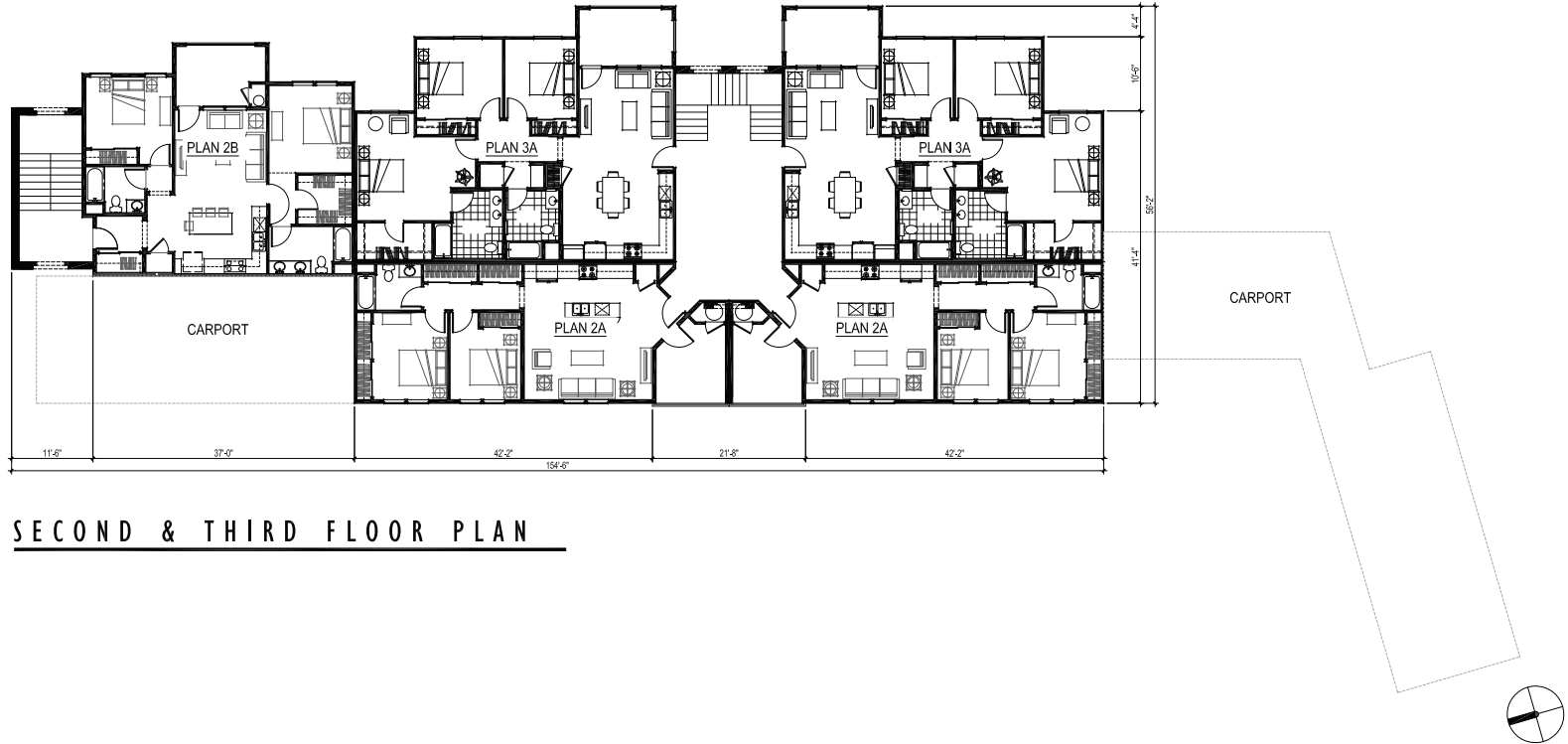
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SECOND & THIRD FLOOR PLAN

BOULDER RIDGE FAMILY APARTMENTS



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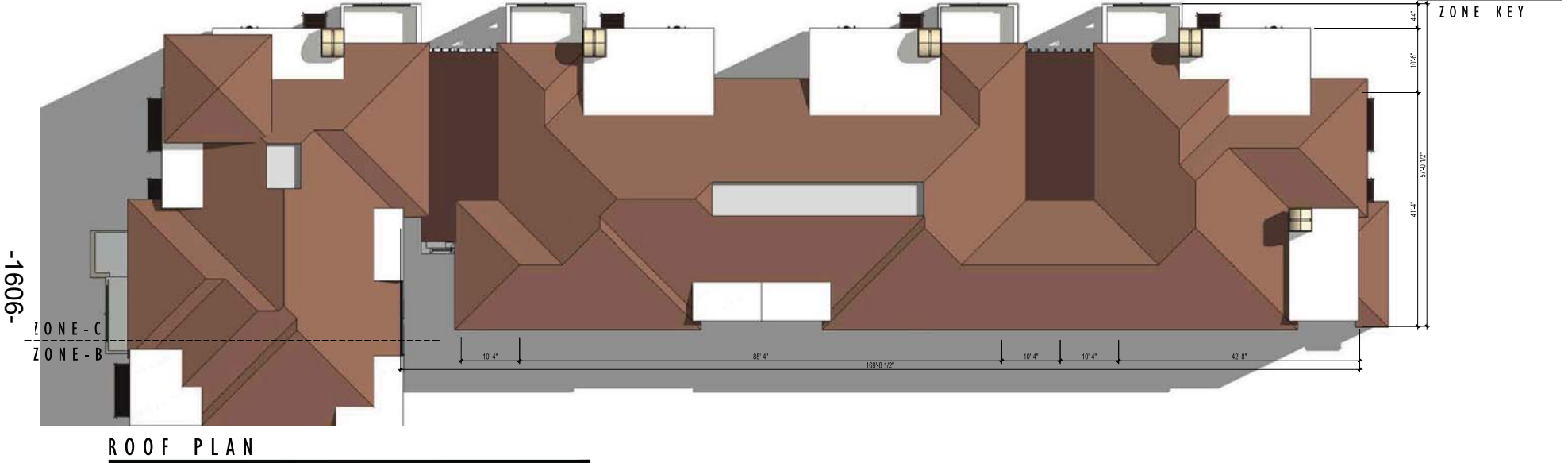
BUILDING-8 FLOOR PLANS

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A5.13



BOULDER RIDGE FAMILY APARTMENTS

BUILDING-I PARTIAL ROOF PLAN, ZONE-C



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KTGY # 2012-0340.00
 2012-0340.01
 CASE # PA13-0006

05/15/2013

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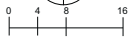
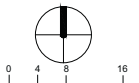
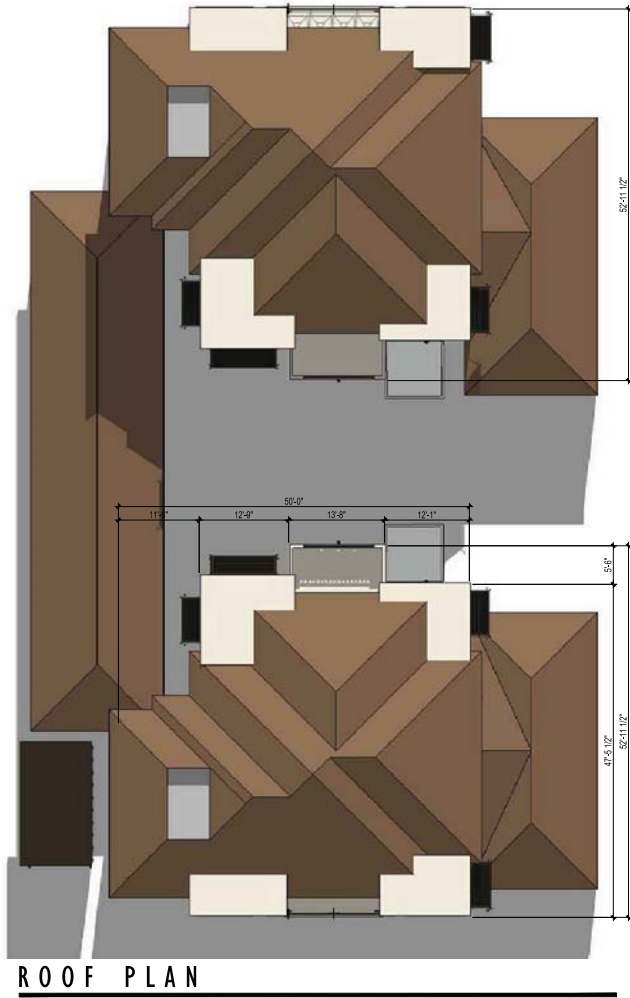
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0 4 8 16

A6.1

-1607-



A6.2

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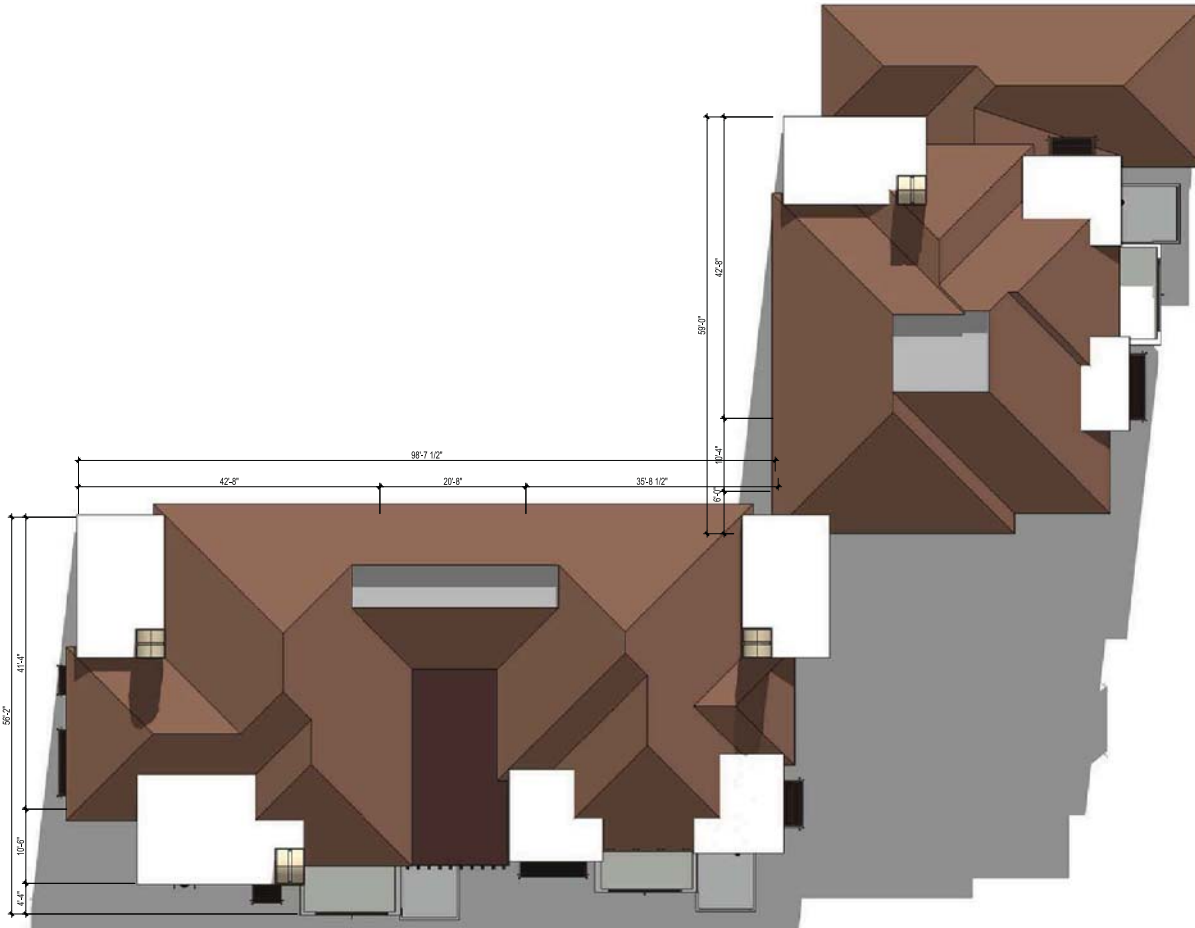
BUILDING-2 ROOF PLAN

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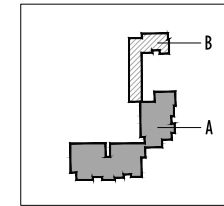


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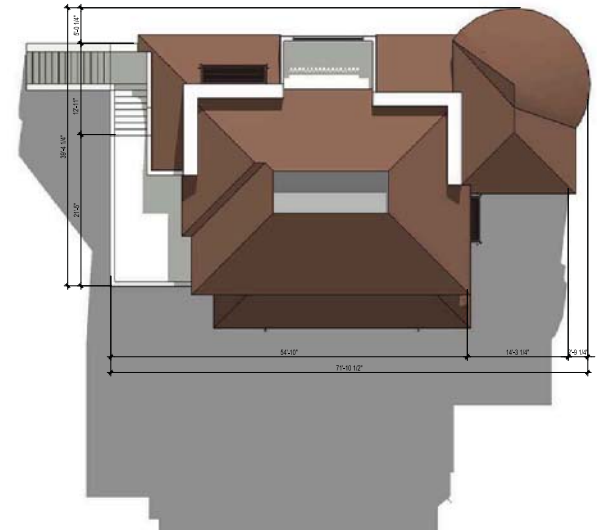


ROOF PLAN

ZONE - A



ZONE KEY



ROOF PLAN

ZONE - B

BOULDER RIDGE FAMILY APARTMENTS



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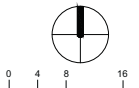
BUILDING-3A & 3B ROOF PLAN

MORENO VALLEY, CA

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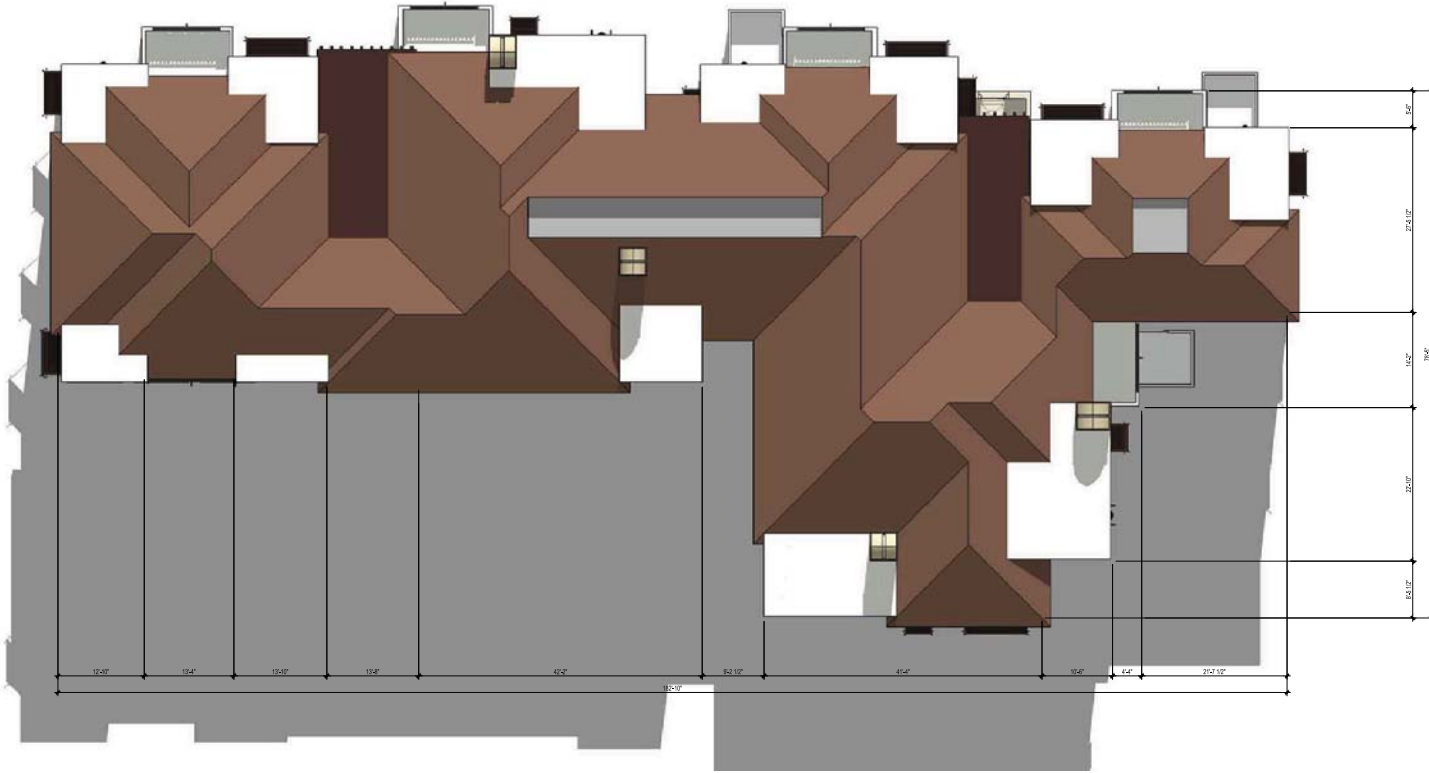
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A6.3

-1609-



ROOF PLAN

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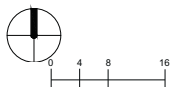


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BUILDING-4 ROOF PLAN

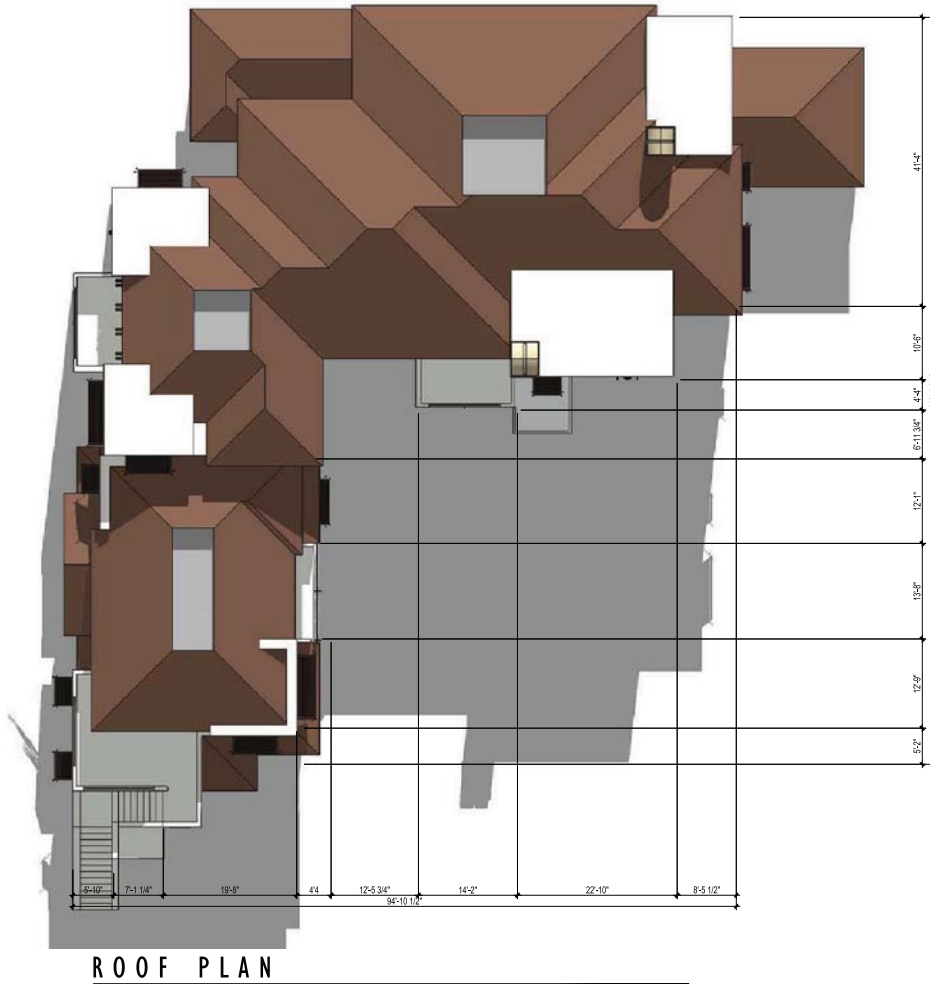
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A6.4

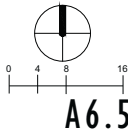




ROOF PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-5 ROOF PLAN



A6.5



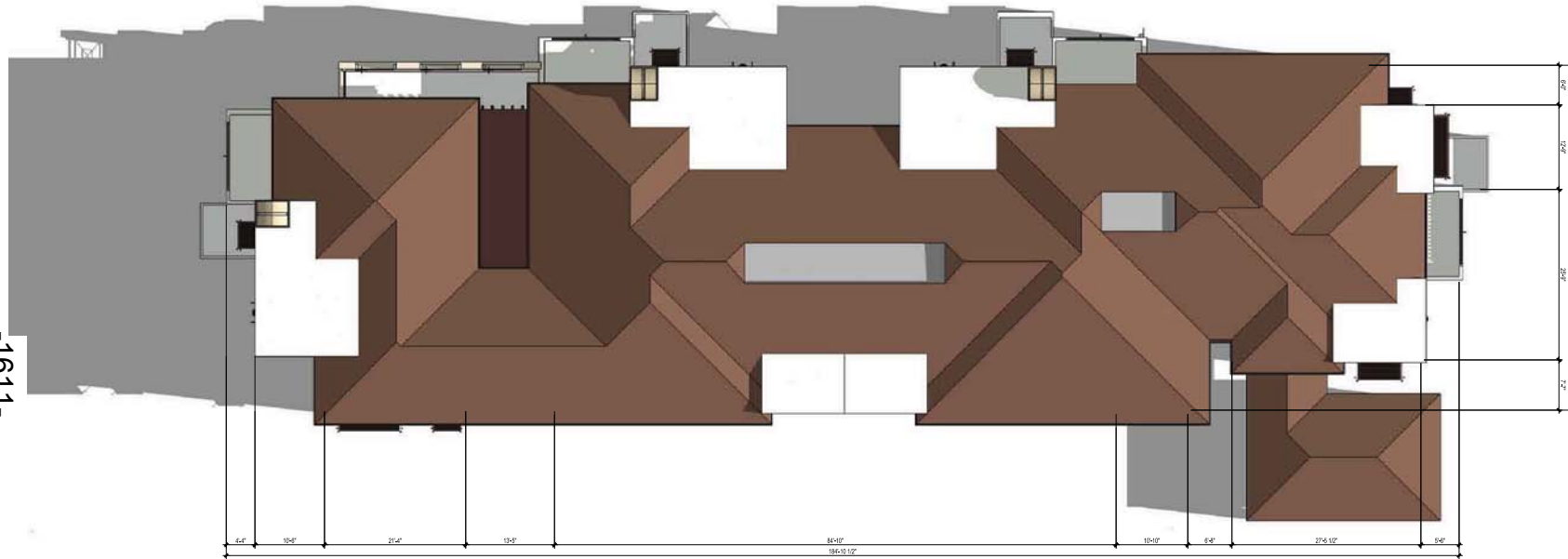
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ROOF PLAN

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BUILDING-6 ROOF PLAN

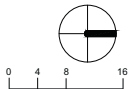
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2012-0340.01
C A S E # PA13-0006

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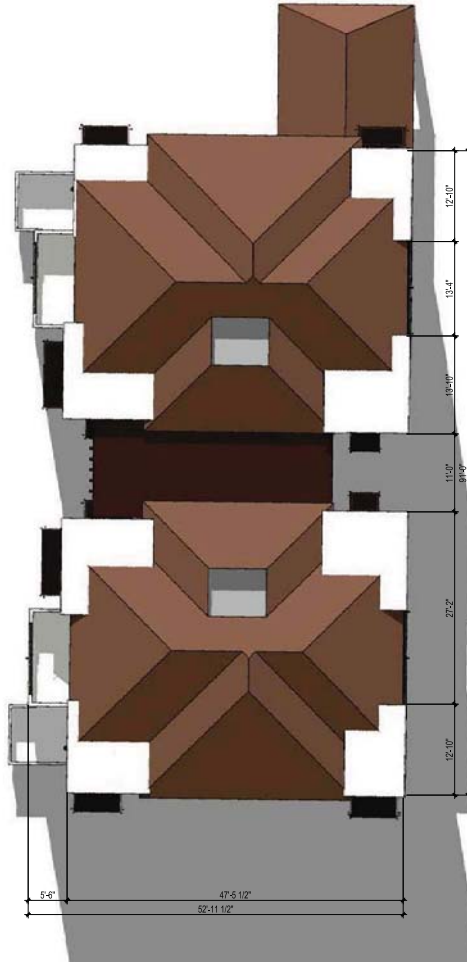
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A6.6



ROOF PLAN

BOULDER RIDGE FAMILY APARTMENTS

BUILDING-7 ROOF PLAN



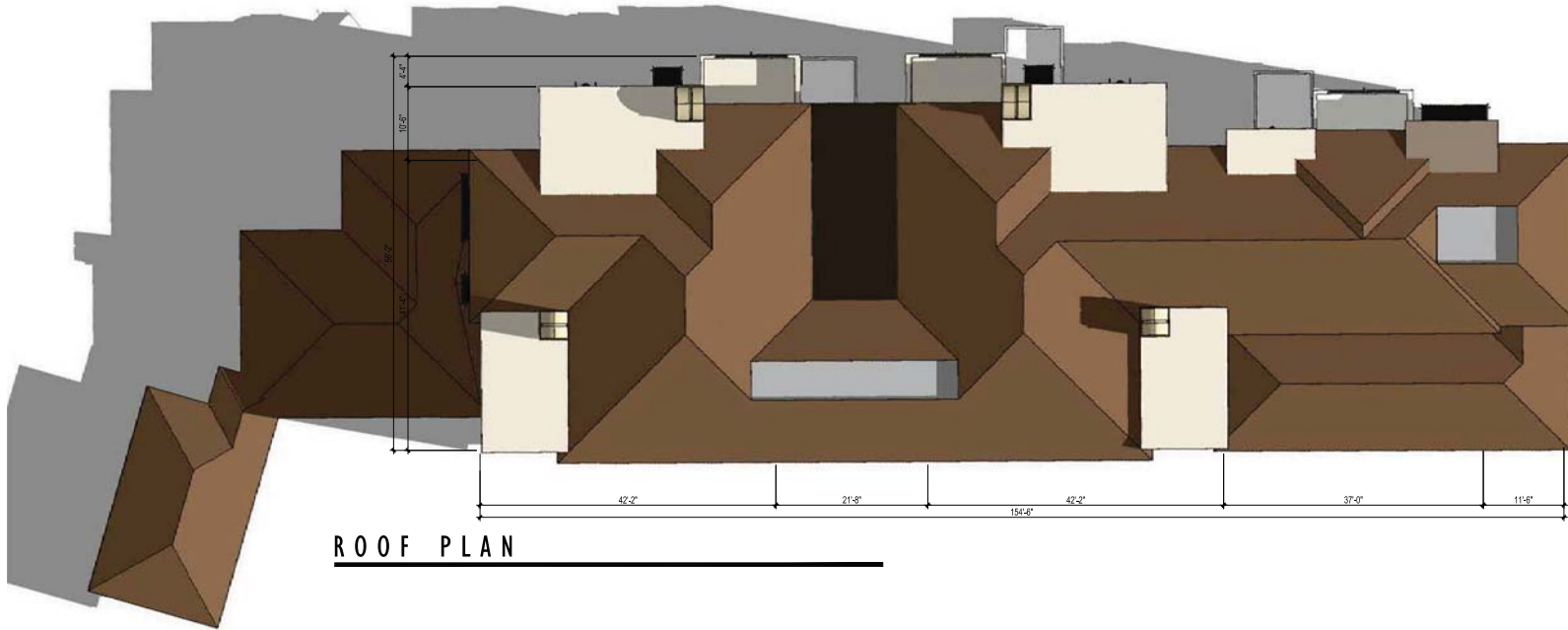
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A6.7

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ROOF PLAN



0 4 8 16

A6.8

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BUILDING-8 ROOF PLAN

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NORTH ELEVATION



SOUTH ELEVATION

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BUILDING I ELEVATIONS

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A7.0

-1615-



PARTIAL EAST ELEVATION



PARTIAL EAST ELEVATION

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BUILDING I ELEVATIONS

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PARTIAL WEST ELEVATION



PARTIAL WEST ELEVATION

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BUILDING I ELEVATIONS

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WEST ELEVATION



NORTH ELEVATION
(SOUTH ELEV. SIMILAR)

-1617-



EAST ELEVATION



SOUTH ELEVATION
(VIEW FROM COURTYARD)



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BUILDING 2 ELEVATIONS

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 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
 C A S E # PA13-0006

KTGY Group, Inc.
Architecture+Planning
 1733 Ocean Ave., Suite 250
 Santa Monica, CA 90401
 310.394.2623
 ktgy.com





EAST ELEVATION



SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS



RANCHO BELAGO DEVELOPERS, INC.
 5051 CANYON CREST DRIVE, SUITE 200
 RIVERSIDE, CA 92507
 (951) 686-6600 (OFFICE)
 (951) 784-9701 (FAX)
 (760) 832-2934 (CELL)
 WWW.RANCHOBELAGODEVELOPERS.COM

BUILDING 3A & 3B ELEVATIONS

MORENO VALLEY, CA
 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
 C A S E # P A 13-0006

KTGY Group, Inc.
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 1733 Ocean Ave., Suite 250
 Santa Monica, CA 90401
 310.394.2623
 ktgy.com





WEST ELEVATION



NORTH ELEVATION

-1619-

Item No. E.3

BOULDER RIDGE FAMILY APARTMENTS



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BUILDING 3A & 3B ELEVATIONS

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EAST ELEVATION



SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS



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BUILDING 4 ELEVATIONS

MORENO VALLEY, CA
 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
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WEST ELEVATION



NORTH ELEVATION

-1621-

Item No. E.3

BOULDER RIDGE FAMILY APARTMENTS



Rancho Belago Developers, Inc.

RANCHO BELAGO DEVELOPERS, INC.

5051 CANYON CREST DRIVE, SUITE 200
 RIVERSIDE, CA 92507
 (951) 686-6600 (OFFICE)
 (951) 784-9701 (FAX)
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BUILDING 4 ELEVATIONS

MORENO VALLEY, CA
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 2012-0340.01
 C A S E # P A 13-0006

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Architecture+Planning
 1733 Ocean Ave., Suite 250
 Santa Monica, CA 90401
 310.394.2623
 ktgy.com



A7.7



EAST ELEVATION



SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS



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 (760) 832-2934 (CELL)
 WWW.RANCHOBELAGODEVELOPERS.COM

BUILDING 5 ELEVATIONS

MORENO VALLEY, CA
 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
 C A S E # PA13-0006

KTGY Group, Inc.
Architecture+Planning
 1733 Ocean Ave., Suite 250
 Santa Monica, CA 90401
 310.394.2623
 ktgy.com



-1623-

Item No. E.3



WEST ELEVATION



NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS



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BUILDING 5 ELEVATIONS

MORENO VALLEY, CA
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EAST ELEVATION



SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS



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 (760) 832-2934 (CELL)
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BUILDING 6 ELEVATIONS

MORENO VALLEY, CA
 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
 C A S E # PA13-0006

KTGY Group, Inc.
Architecture+Planning
 1733 Ocean Ave., Suite 250
 Santa Monica, CA 90401
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 ktgy.com





WEST ELEVATION



NORTH ELEVATION

-1625-

Item No. E.3

BOULDER RIDGE FAMILY APARTMENTS



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 WWW.RANCHOBELAGODEVELOPERS.COM

BUILDING 6 ELEVATIONS

MORENO VALLEY, CA
 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
 C A S E # P A 13-0006

KTGY Group, Inc.
Architecture+Planning
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 Santa Monica, CA 90401
 310.394.2623
 ktgy.com





EAST ELEVATION



SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS

BUILDING 7 ELEVATIONS

0 4 8 16
A7.12



Rancho Belago Developers, Inc.

RANCHO BELAGO DEVELOPERS, INC.
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MORENO VALLEY, CA
K T G Y # 2012-0340.00 05/15/2013
2012-0340.01
C A S E # PA13-0006

KTGY Group, Inc.
Architecture+Planning
1733 Ocean Ave., Suite 250
Santa Monica, CA 90401
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ktgy.com





WEST ELEVATION



NORTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS



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BUILDING 7 ELEVATIONS

MORENO VALLEY, CA
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 2012-0340.01
 C A S E # PA13-0006

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 ktgy.com





EAST ELEVATION



SOUTH ELEVATION

BOULDER RIDGE FAMILY APARTMENTS



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 WWW.RANCHOBELAGODEVELOPERS.COM

BUILDING 8 ELEVATIONS

MORENO VALLEY, CA
 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
 C A S E # P A 13-0006

KTGY Group, Inc.
Architecture+Planning
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 Santa Monica, CA 90401
 310.394.2623
 ktgy.com





WEST ELEVATION



NORTH ELEVATION

-1629-

BOULDER RIDGE FAMILY APARTMENTS



RANCHO BELAGO DEVELOPERS, INC.
 5051 CANYON CREST DRIVE, SUITE 200
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 (951) 686-6600 (OFFICE)
 (951) 784-9701 (FAX)
 (760) 832-2934 (CELL)
 WWW.RANCHOBELAGODEVELOPERS.COM

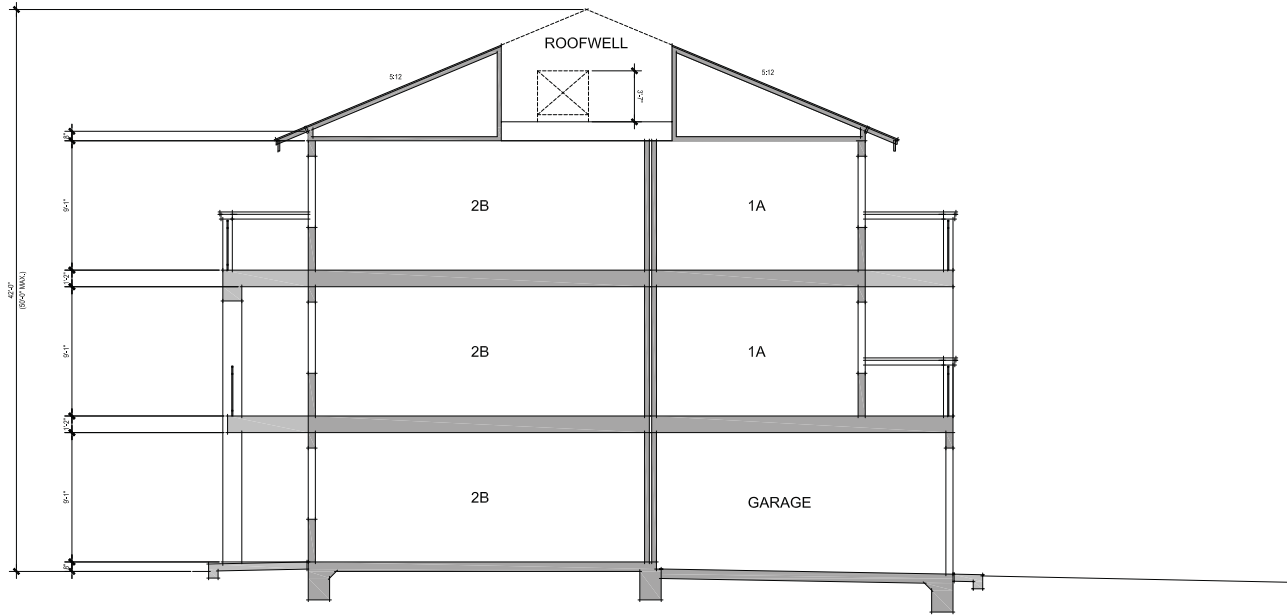
BUILDING 8 ELEVATIONS

MORENO VALLEY, CA
 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
 C A S E # PA13-0006

KTGY Group, Inc.
Architecture+Planning
 1733 Ocean Ave., Suite 250
 Santa Monica, CA 90401
 310.394.2623
 ktgy.com



Item No. E.3



TYPICAL SECTION

BOULDER RIDGE FAMILY APARTMENTS

TYPICAL BUILDING SECTION

0 2 4 8
A8.0

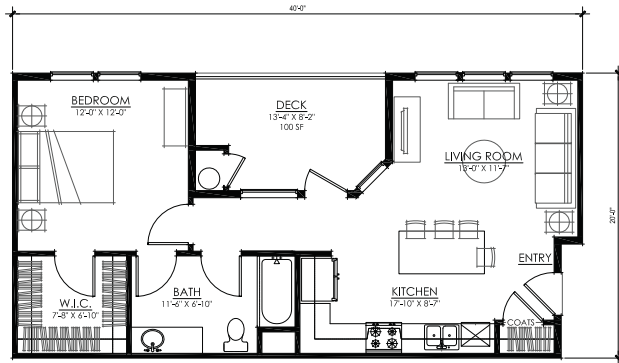


RANCHO BELAGO DEVELOPERS, INC.
5051 CANYON CREST DRIVE, SUITE 200
RIVERSIDE, CA 92507
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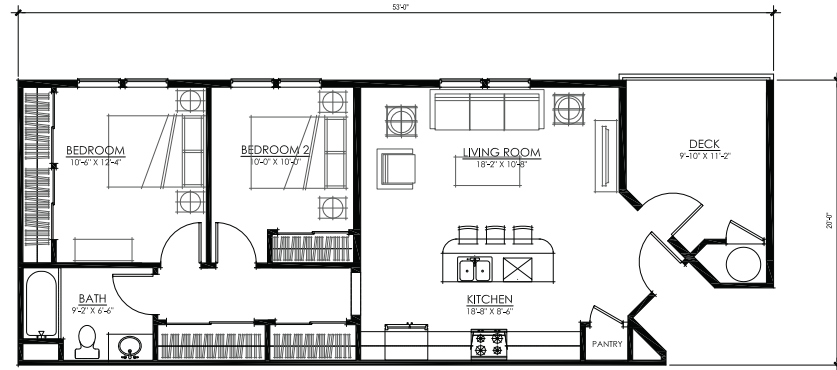
MORENO VALLEY, CA
K T G Y # 2012-0340.00 05/15/2013
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1733 Ocean Ave., Suite 250
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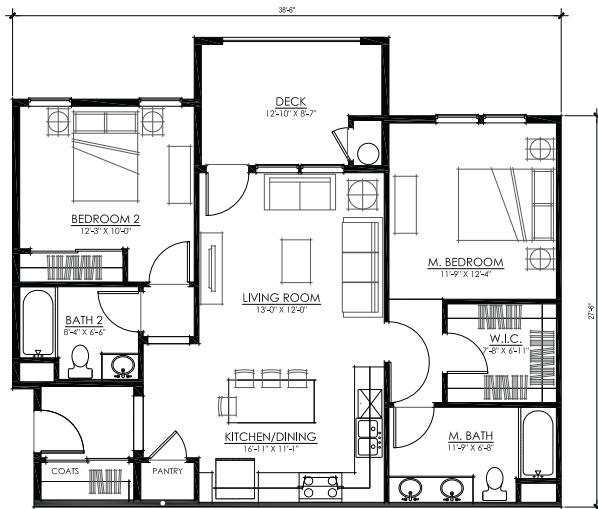




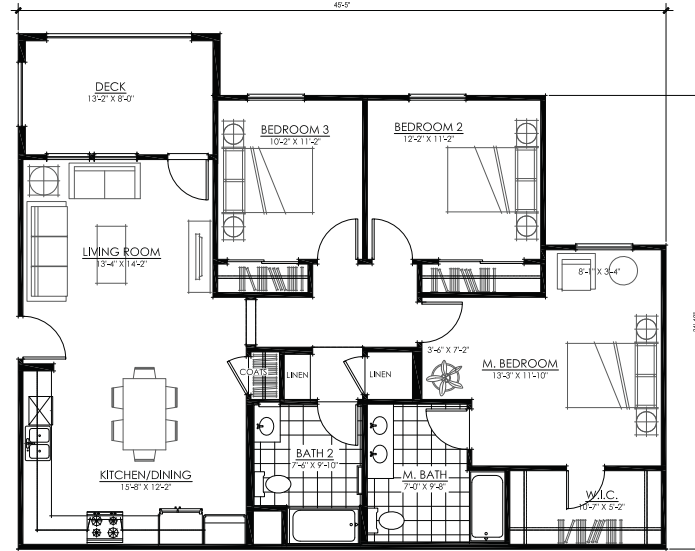
PLAN 1A - 1BDR/1BATH
 GROSS: 680.4 SQ. FT.
 NET: 619.7 SQ. FT.



PLAN 2A - 2BDR/2BATH
 GROSS: 877.1 SQ. FT.
 NET: 822.2 SQ. FT.



PLAN 2B - 2BDR/2BATH
 GROSS: 1015.5 SQ. FT.
 NET: 947.4 SQ. FT.



PLAN 3A - 3BDR/2BATH
 GROSS: 1301.3 SQ. FT.
 NET: 1240.9 SQ. FT.

-1631-

Item No. E.3

BOULDER RIDGE FAMILY APARTMENTS



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 5051 CANYON CREST DRIVE, SUITE 200
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 (951) 686-6600 (OFFICE)
 (951) 784-9701 (FAX)
 (760) 832-2934 (CELL)
 WWW.RANCHOBELAGODEVELOPERS.COM

UNIT PLANS

MORENO VALLEY, CA
 K T G Y # 2012-0340.00 05/15/2013
 2012-0340.01
 C A S E # PA13-0006

KTGY Group, Inc.
Architecture+Planning
 1733 Ocean Ave., Suite 250
 Santa Monica, CA 90401
 310.394.2623
 ktgy.com



0 2 4 8
A9.0

Window Manufacture: Milgard
Color: Bronze



Stucco Manufacture: Omega Sand 30/30
Paint Manufacture: Sherwin Williams



Metal Manufacture: AEP span
Sheet Metal Cap
Cool Sierra Tan



Paint Manufacture: Sherwin Williams
Fascia, Fiber Cement Trim & Garage doors
(see elevations for color application)



Faux Wood Manufacture: Fatezzi
FCC210 Clear Cypress Corbel
(Use SW 6104 Kaffee for color)



Roofing Manufacture: Eagle Roofing
Del Oror Blend SHC8708



Paint Manufacture: Sherwin Williams
Metal Railing & Metal Awnings
SW 7020 Black Fox



Stone Manufacture: Daltile
Moon Glow MS80



-1632-



BOULDER RIDGE FAMILY APARTMENTS



RANCHO BELAGO DEVELOPERS, INC.
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(951) 784-9701 (FAX)
(760) 832-2934 (CELL)
WWW.RANCHOBELAGODEVELOPERS.COM

COLORS / MATERIAL BOARD

MORENO VALLEY, CA
K T G Y # 2012-0340.00 05/15/2013
2012-0340.01
C A S E # PA13-0006

KTGY Group, Inc.
Architecture+Planning
1733 Ocean Ave., Suite 250
Santa Monica, CA 90401
310.394.2623
ktgy.com



No.	REVISIONS	BY	DATE
1			
2			
3			

GENERAL NOTES

OWNER
 LAKERIDGE MARKETPLACE, LLC
 C/O JERRY STEPHENS
 11370 MORENO BEACH DR.
 MORENO VALLEY, CA 92555

DEVELOPER
 RANCHO BELAGO DEVELOPERS, INC.
 C/O JIM JERNIGAN
 5051 CANYON CREST DR., SUITE 200
 RIVERSIDE, CA 92507

ENGINEER
 WINCHESTER ASSOCIATES, INC.
 DAVID J. SLAWSON
 23640 TOWER STREET SUITE 3
 MORENO VALLEY, CA. 92553
 (951) 924-5425 FAX 924-2980

EARTHWORK (RAW)
 EXCAVATION 40,000 C.Y.
 EMBANKMENT 15,000 C.Y.

ASSESSOR'S PARCEL NO.
 486-280-044 & 043

LAND USE AND ZONING
 CURRENT GENERAL PLAN R-15 AND NC
 CURRENT ZONING R-15
 PROPOSED ZONING R-20
 EXISTING LAND USE VACANT
 PROPOSED LAND USE MULTI-FAMILY RESIDENTIAL

AREA AND DENSITY
 GROSS ACREAGE 10.20 ACRES
 NET ACREAGE 8.5 ACRES
 TOTAL NO. OF UNITS CREATED 144
 DENSITY: 144 UNITS/8.5 ACRES= 16.9 UNITS PER ACRE

FLOOD HAZARD
 THE SUBJECT SITE IS IN ZONE X, PER FEMA FLOOD INSURANCE PANEL NO. 065074 0025A, AND IS NOT IN THE 100 YEAR FLOOD PLAIN.

SCHOOL
 MORENO VALLEY UNIFIED SCHOOL DISTRICT

THOMAS BROTHERS GUIDE
 PAGE 717 J-6, 2006 EDITION

PUBLIC UTILITIES

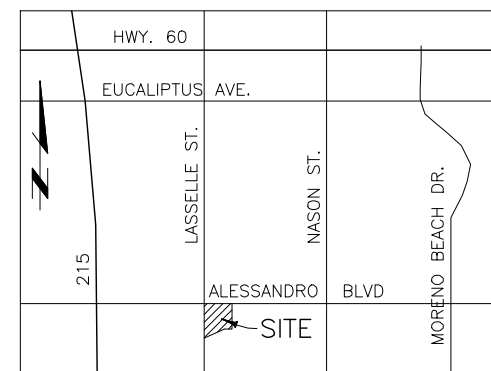
SEWER & WATER - EASTERN MUNICIPAL WATER DISTRICT
 2270 TRUMBLE RD.
 PERRIS, CA 92572
 951-928-3777

ELECTRICITY - CITY OF MORENO VALLEY
 14177 FREDERICK ST.
 MORENO VALLEY, CA 92552
 1-951-413-3000

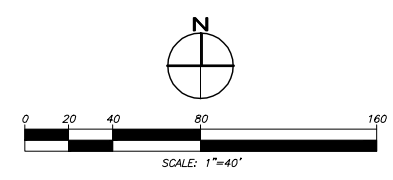
GAS - SOUTHERN CALIF. GAS COMPANY
 P.O. BOX C, MONTEREY PARK, CA, 91756
 1-800-427-2200

TELEPHONE - VERIZON
 P.O. BOX 9688
 MISSION HILLS, CA 91346
 1-800-483-3000

CABLE - TIME WARNER
 3430 E. MIRALOMA AVE.
 ANAHEIM, CA 92806
 1-888-892-2253

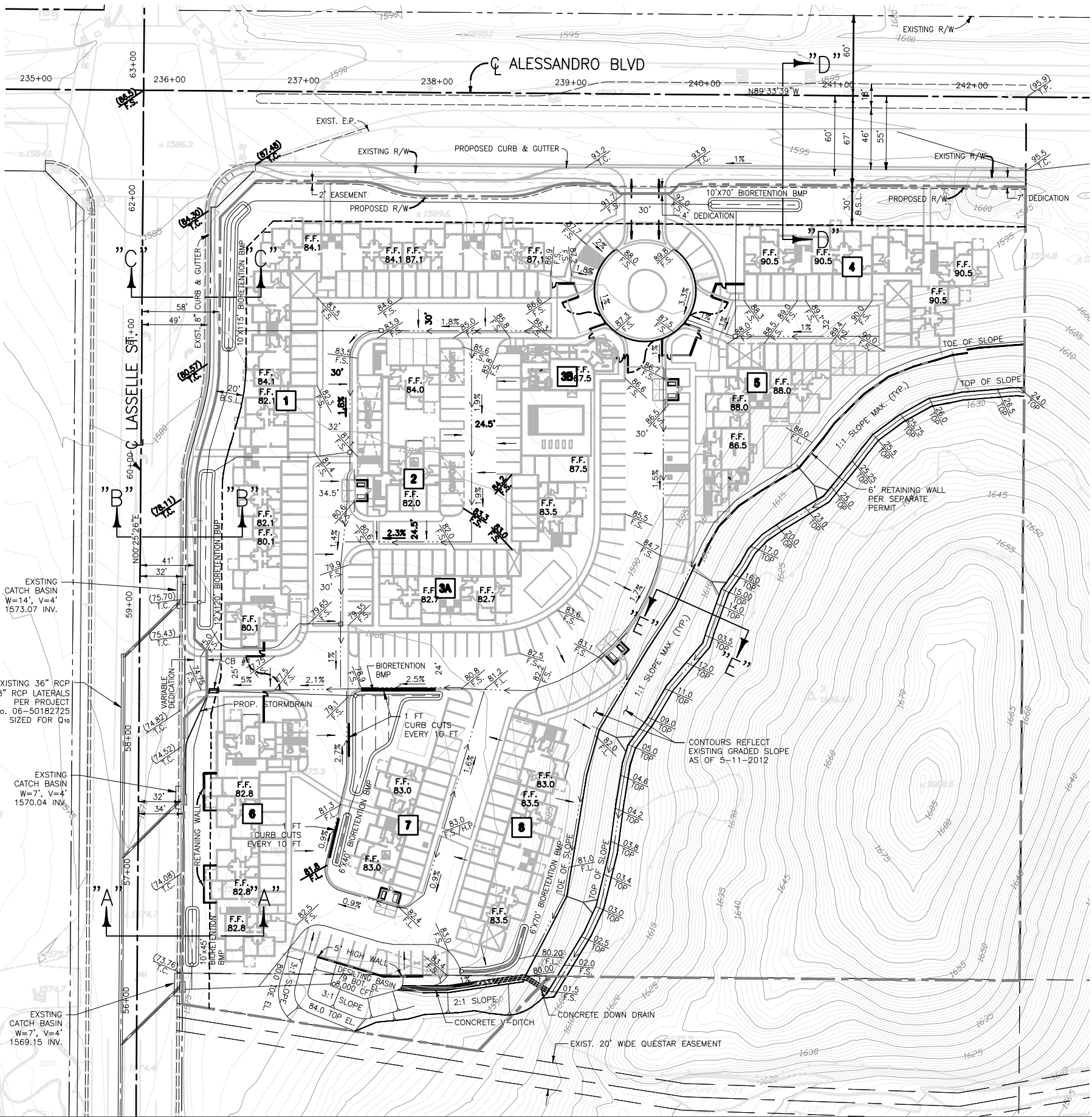


VICINITY MAP
 N.T.S.



LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
 LOT 4 IN BLOCK 120, MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAID SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THE SOUTH HALF OF ALESSANDRO BOULEVARD AND THE EAST HALF OF LASSELLE STREET, WITHIN SAID BLOCK, LYING WESTERLY OF THE EASTERLY LINE OF SAID LOT, PROLONGED NORTHERLY AND NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT, PROLONGED WESTERLY.



- NOTES:**
1. ALL ROOF DRAINS SHALL BE DIRECTED TO LANDSCAPE AREAS.
 2. ALL RETAINING WALLS PER SEPARATE PERMIT.
 3. ALL OVERFLOW OUTLETS TO BE SIZED FOR Q₁₀ STORM EVENT.

LEGEND

	PROPERTY BOUNDARY
	CENTERLINE
	PROPOSED R/W
	EXISTING R/W
	PROPOSED CURB & GUTTER
	EXIST. EDGE OF PAVEMENT
	EXIST. WATERLINE
	CONTOUR ELEVATION
	EXIST. POWER POLES
	EXIST. MANHOLES
	DRAINAGE FLOW
	6" PVC STORM DRAIN INLET
	OVERFLOW OUTLET
	PERFORATED 6" PVC UNDERDRAIN

WORK SHALL BE DONE ON THIS DATE. BELOW AGENCY IS NOTIFIED INTENTION TO GRADE OR EXCAVATE.
 derground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK
 NO. M-40-4
 DBB ELEV: 1590.936 FEET
 YEAR: RCFD FIELD NOTES DATED 15-11
 3" BRASS DISK STAMPED "M-40-4 ET 1976" IN CONC. AT S.E. CORNER OF ALESSANDRO BLVD. AND NASON ST. IN MORENO VALLEY, CA. POINT IS LOCATED ROX. 56' EAST OF C.L. OF NASON ST. APPROX. 48' SOUTH OF C.L. OF ALESSANDRO BLVD.

BASIS OF BEARING
 CENTERLINE OF LASSELLE ST. SHOWN AS NORTH 00°25'26" EAST ON R.S. 96/40-42, RIVERSIDE COUNTY RECORDS.

REVIEW BY CITY STAFF

OFFICE	INITIAL	DATE
ENGINEERING DIVISION MANAGER		
LAND DEVELOPMENT		
PLANNING		
TRANSPORTATION		
PARKS AND COMMUNITY SERVICES		
SPECIAL DISTRICTS		
STORM WATER MANAGEMENT PRGM		

REVISION

MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE
		E.O.R.				

CITY OF MORENO VALLEY APPROVALS

PREM KUMAR
 ASSISTANT CITY ENGINEER
 R.C.E. #C52463

AHMAD ANSARI
 PUBLIC WORKS DIRECTOR/CITY ENGINEER
 R.C.E. #C51318

Winchester Associates, Inc.
 ENGINEERING • LAND SURVEYING
 23640 TOWER ST., SUITE 3
 MORENO VALLEY, CA. 92553 (951) 924-5425
 UNDER THE SUPERVISION OF:
 HARVEY MARCELL
 R.C.E. #23099 (EXP. 12/31/2013)

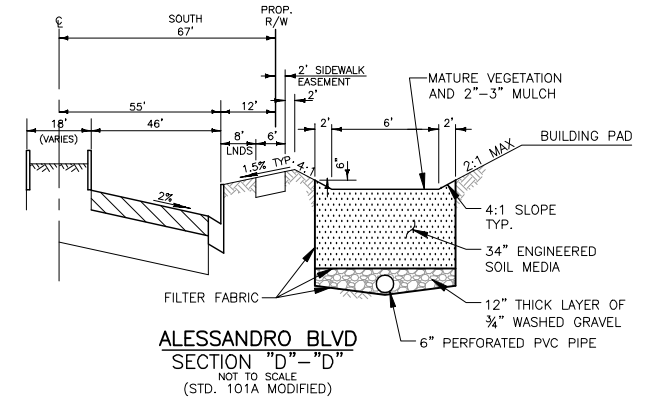
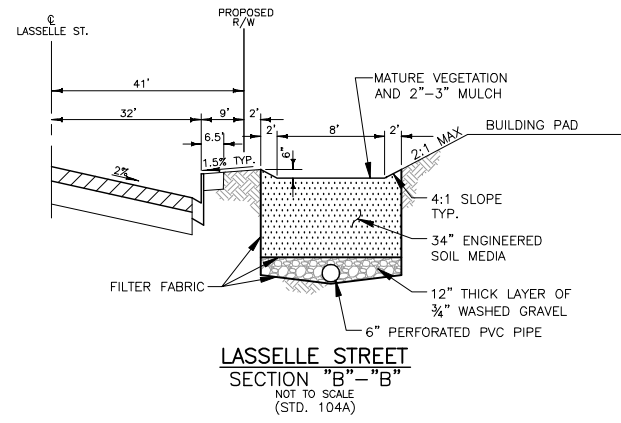
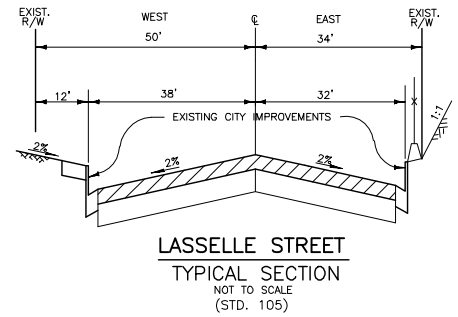
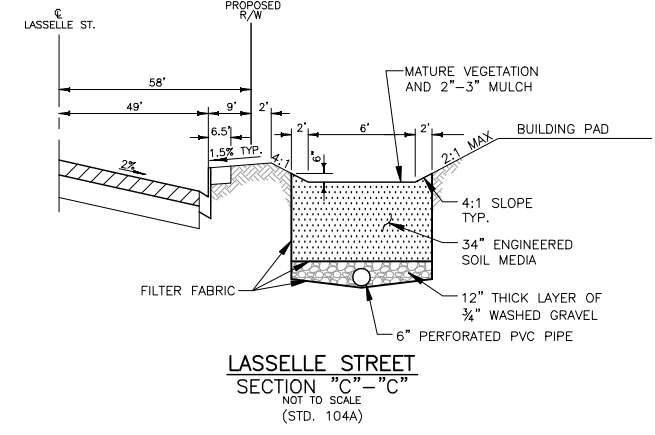
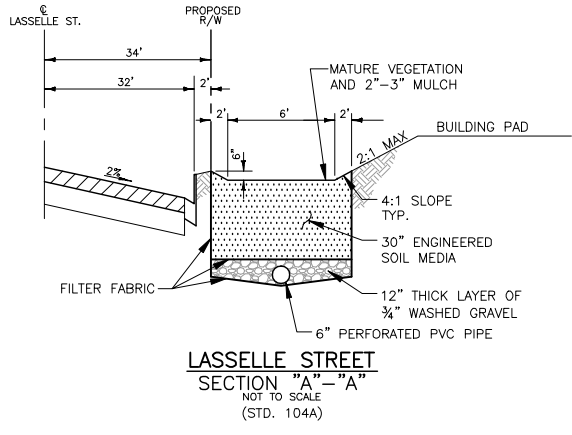
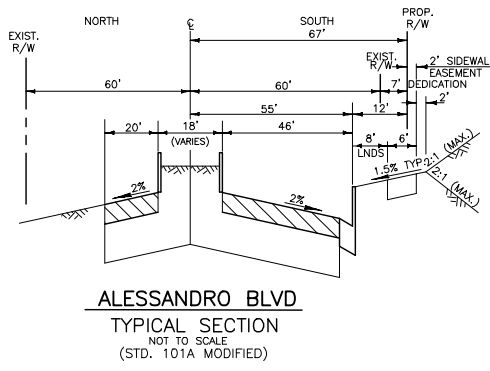
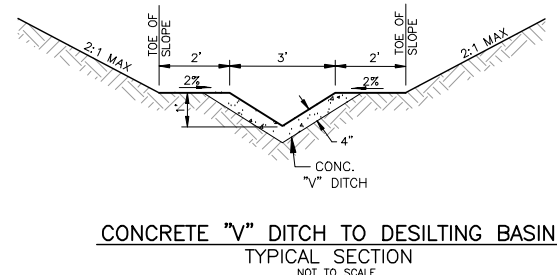
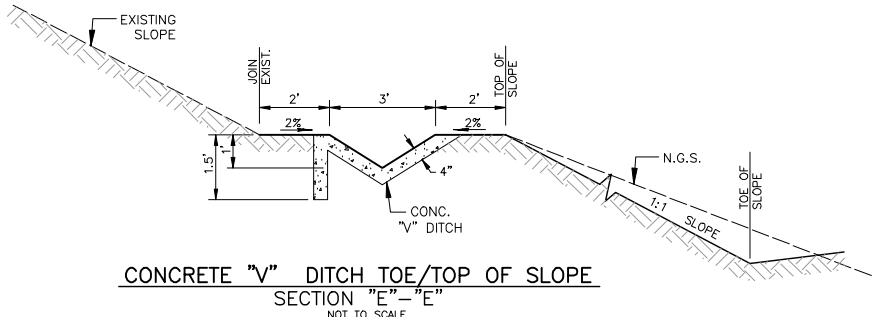
CITY OF MORENO VALLEY
CONCEPTUAL GRADING PLAN
 APN 486-280-044 & 043
 DATE OF PLAN PREPARATION: 5-13-15

ACCT. NO.
 SHEET 1 of 2
 CITY I. D. NO.
 PA13-0006

-1633-

Item No. E-3

No.	REVISIONS	BY	DATE
1			
2			
3			



NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
 Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK	BASIS OF BEARING	REVIEW BY CITY STAFF	CITY OF MORENO VALLEY APPROVALS				Winchester Associates, Inc. ENGINEERING • LAND SURVEYING	CITY OF MORENO VALLEY CONCEPTUAL GRADING PLAN APN 486-280-044 & 043	ACCT. NO.												
BM NO. M-40-4 NAVD88 ELEV: 1590.938 FEET ADJ. YEAR: RCFD FIELD NOTES DATED 4-25-11 FD. 3" BRASS DISK STAMPED "M-40-4 RESET 1976" IN CONC. AT S.E. CORNER OF ALESSANDRO BLVD. AND NASON ST. IN MORENO VALLEY, CA. POINT IS LOCATED APPROX. 56' EAST OF C.L. OF NASON ST. AND APPROX. 48' SOUTH OF C.L. OF ALESSANDRO BLVD.	CENTERLINE OF LASSELLE ST. SHOWN AS NORTH 00°25'26" EAST ON R.S. 96/40-42, RIVERSIDE COUNTY RECORDS.	OFFICE ENGINEERING DIVISION MANAGER LAND DEVELOPMENT PLANNING TRANSPORTATION PARKS AND COMMUNITY SERVICES SPECIAL DISTRICTS STORM WATER MANAGEMENT PRGM	<table border="1"> <tr> <td>PREM KUMAR ASSISTANT CITY ENGINEER R.C.E. #C52463</td> <td>DATE</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AHMAD ANSARI PUBLIC WORKS DIRECTOR/CITY ENGINEER R.C.E. #C51318</td> <td>DATE</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>				PREM KUMAR ASSISTANT CITY ENGINEER R.C.E. #C52463	DATE					AHMAD ANSARI PUBLIC WORKS DIRECTOR/CITY ENGINEER R.C.E. #C51318	DATE					23640 TOWER ST., SUITE 3 MORENO VALLEY, CA. 92553 (951) 924-5425 UNDER THE SUPERVISION OF: HARVEY MARCELL R.C.E. #23099 (EXP. 12/31/2013)	DATE OF PLAN PREPARATION: 5-13-15	PA13-0006
PREM KUMAR ASSISTANT CITY ENGINEER R.C.E. #C52463	DATE																				
AHMAD ANSARI PUBLIC WORKS DIRECTOR/CITY ENGINEER R.C.E. #C51318	DATE																				
<table border="1"> <thead> <tr> <th>MARK</th> <th>DATE</th> <th>INITIAL</th> <th>DESCRIPTION</th> <th>REC.</th> <th>APPR</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>E.O.R.</td> <td>REVISION</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE			E.O.R.	REVISION				SHEET 2 OF 2 CITY I. D. NO. PA13-0006				
MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR	DATE															
		E.O.R.	REVISION																		



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS (“GANN”) LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2013-14

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to receive public comments on the City’s appropriations limit for Fiscal Year 2013-14.
2. Adopt Resolution No. 2013-43 establishing the appropriations limit at \$99,825,081 for the City of Moreno Valley for Fiscal Year 2013-14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIII B of the State Constitution. Article XIII B sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the “Gann Limit”. Fiscal Year 1984-85 appropriations serve as the base for this limit, with adjustments being made

annually to reflect increases in population, the cost of living, and financial responsibility transfers.

- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.
- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.
- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIII B of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.
- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.
- "Qualified capital outlay projects" were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds \$100,000.
- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.
- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

DISCUSSION

The information used to calculate the City's Fiscal Year 2013-14 appropriations limit is presented in Exhibit A, Proceeds of Tax Calculation and Exhibit B, Appropriations (Gann) Limit Calculation. The City's appropriations limit for Fiscal Year 2012-13 was \$93,811,748. The change factor allowed by Proposition 111 due to population and cost

of living changes is 1.0641. This results in a Fiscal Year 2013-14 appropriations limit of \$99,825,081.

As previously indicated, Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in the County's population was used since it was greater than the growth reported for the City (+1.23% vs. +.53%).

With respect to the change in the cost-of-living criterion, the change in California per capita personal income (+5.12%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

The City's total projected revenue proceeds from the General Fund are \$77,824,933. Of this amount, \$59,511,085 is identified as coming from tax proceeds, while \$18,313,849 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds.

The Fiscal Year 2013-14 Preliminary Base Operating Budget contains appropriations subject to the limitation of \$59,511,085. This amount is \$40,313,997 below the City's legal appropriations limit of \$99,825,081.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Adopt proposed resolution establishing the City's Fiscal Year 2013-14 appropriations limit at \$99,825,081.
2. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

There is no fiscal impact. The City is safely within its legal appropriations limit for Fiscal Year 2013-14.

CITY COUNCIL GOALS

None applicable

SUMMARY

Each year the City is required to adopt a resolution establishing a limit on its appropriations of tax proceeds. The Traffic Congestion Relief and Spending Limitation

Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2013-14, the City's appropriations limit is calculated to be \$99,825,081. The City's Preliminary Base Operating Budget contains appropriations subject to the limit totaling \$59,511,085. Therefore, the portion of the Fiscal Year 2013-14 Preliminary Base Operating Budget subject to the limit is \$40,313,996 less than the City's Fiscal Year 2013-14 appropriations limit.

NOTIFICATION

This agenda item on the Fiscal Year 2012-13 Appropriations ("Gann") Limit was properly noticed as a Public Hearing.

ATTACHMENTS/EXHIBITS

- Attachment 1: Proposed Resolution
- Exhibit A: Proceeds of Tax Calculation
- Exhibit B: Appropriations (Gann) Limit Calculation
- Exhibit C: Summary of Annual Appropriation (Gann) Limits

Prepared By:
 Brooke McKinney
 Treasury Operations Division Manager

Department Head Approval:
 Richard Teichert
 Chief Financial Officer

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

RESOLUTION NO. 2013-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013-14

WHEREAS, Article XIII B of the California Constitution and Section 7910 of the California Government Code require that each year the City of Moreno Valley shall by resolution, establish an appropriations limit for the City for the following fiscal year; and

WHEREAS, the City Council has received the Preliminary Base Operating Budget for Fiscal Year 2013-14, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the City's Financial & Management Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the City for Fiscal Year 2013-14 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the City Council.

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

1. That the appropriations limit for the City of Moreno Valley for Fiscal Year 2013-14 is hereby established at \$99,825,081, and the total annual appropriations subject to such limitation for Fiscal Year 2013-14 is estimated to be \$59,511,085
2. The City Council hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriations (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the City of Moreno Valley reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIII B of the California Constitution if such changes or revisions would result in a more advantageous appropriation limit in the present or future.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor of the County of Riverside.

4. Within fifteen days after the adoption of this Resolution, the City Clerk shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2013-43
Date Adopted: June 11, 2013

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. 2013-43 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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Resolution No. 2013-43
Date Adopted: June 11, 2013

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**CITY OF MORENO VALLEY
 APPROPRIATIONS (GANN) LIMIT
 PROCEEDS OF TAX CALCULATION
 GENERAL FUND FY 13/14**

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
<u>Taxes</u>			
Property (1)	\$ 23,287,100		\$ 23,287,100
Sales (2)	15,570,000		15,570,000
Motor Vehicle In-Lieu	-		-
Business Gross Receipts	1,225,000		1,225,000
Utility Users	16,114,000		16,114,000
Other Taxes	1,300,000		1,300,000
<u>Fees</u>			
Franchise		5,440,000	5,440,000
Development Fees		4,268,011	4,268,011
Other Fees, Permits & Licenses		3,607,100	3,607,100
Fines & Forfeitures		641,500	641,500
Administrative Charges		2,521,284	2,521,284
Intergovernmental		250,000	250,000
Miscellaneous		965,938	965,938
Total	\$ 57,496,100	\$ 17,693,833	\$ 75,189,933
% of Total	76.47	23.53	100.00
Allocation of Interest	2,014,985	620,016	2,635,000
Adjusted Total	\$ 59,511,085	\$ 18,313,849	\$ 77,824,933

Revenues are based on FY 2013/14 Proposed Budget

Notes:

- (1) Includes Property Tax In-Lieu of Vehicle License Fees In-Lieu
- (2) Includes Property Tax In-Lieu of Sales Tax

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EXHIBIT B

**CITY OF MORENO VALLEY
 APPROPRIATIONS (GANN) LIMITS
 LIMIT CALCULATION
 GENERAL FUND FY 13/14**

APPROPRIATIONS SUBJECT TO THE LIMIT

FY 2013/14 Total Revenue *	\$ 77,824,933
Less: Non-Proceeds of Tax	18,313,849
A) Total Appropriations Subject to the Limit	<u>\$ 59,511,085</u>

APPROPRIATIONS LIMIT

B) FY 2012/13 Appropriations Limit	\$ 93,811,748												
C) Change Factor **	<table> <thead> <tr> <th></th> <th style="text-align: center;"><u>% Increase</u></th> <th style="text-align: center;"><u>Factor</u></th> </tr> </thead> <tbody> <tr> <td>Cost of Living Adjustment - CPI</td> <td style="text-align: center;">5.12</td> <td style="text-align: center;">1.0512</td> </tr> <tr> <td>Population Adjustment - PA</td> <td style="text-align: center;">1.23</td> <td style="text-align: center;">1.0123</td> </tr> <tr> <td>Change Factor (CPI x PA)</td> <td></td> <td style="text-align: center;"><u>1.0641</u></td> </tr> </tbody> </table>		<u>% Increase</u>	<u>Factor</u>	Cost of Living Adjustment - CPI	5.12	1.0512	Population Adjustment - PA	1.23	1.0123	Change Factor (CPI x PA)		<u>1.0641</u>
	<u>% Increase</u>	<u>Factor</u>											
Cost of Living Adjustment - CPI	5.12	1.0512											
Population Adjustment - PA	1.23	1.0123											
Change Factor (CPI x PA)		<u>1.0641</u>											
D) Increase in Appropriations Limit	6,013,333												
E) FY 2013-14 Appropriations Limit (B x C)	<u>\$ 99,825,081</u>												

REMAINING APPROPRIATIONS CAPACITY

(E - A)	<u>\$ 40,313,997</u>
Remaining Capacity as a Percent of the FY 2013/14 Appropriations Limit	<u>40.38</u>

* Revenues based upon FY 2013/14 Proposed Budget

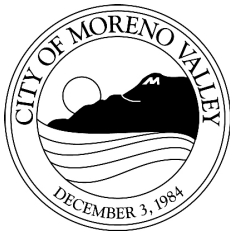
** State Department of Finance
 Percent of Change in California Per Capita Income
 Percent of Change in City of Moreno Valley Population

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**CITY OF MORENO VALLEY
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS
GENERAL FUND AND COMMUNITY SERVICES DISTRICT**

FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	GENERAL FUND			COMMUNITY SERVICES DISTRICT		
			APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	\$8,000,000	\$1,489,525	\$6,510,475	\$1,000,000	\$225,224	\$774,776
1985/86	3.74%	-	\$8,299,200	\$5,801,524	\$2,497,676	\$1,037,400	\$366,257	\$671,143
1986/87	2.30%	13.34%	\$10,739,623	\$7,182,998	\$3,556,625	\$1,730,616	\$571,404	\$1,159,212
1987/88	3.40%	21.27%	\$13,419,869	\$8,186,487	\$5,233,382	\$2,162,519	\$514,685	\$1,647,834
1988/89	3.93%	13.98%	\$15,897,098	\$9,117,625	\$6,779,473	\$2,561,707	\$595,770	\$1,965,937
1989/90	4.98%	11.53%	\$18,612,989	\$10,193,243	\$8,419,746	\$2,999,354	\$973,431	\$2,025,923
1990/91	4.21%	12.34%	\$21,790,136	\$12,168,319	\$9,621,817	\$3,511,329	\$1,447,368	\$2,063,961
1991/92	4.14%	9.53%	\$25,184,125	\$12,702,824	\$12,481,301	\$4,058,248	\$1,068,016	\$2,990,232
1992/93	-0.64%	4.74%	\$26,209,119	\$21,751,950	\$4,457,169	\$4,223,419	\$1,127,115	\$3,096,304
1993/94	2.72%	3.69%	\$27,915,333	\$22,167,783	\$5,747,550	\$4,498,364	\$1,090,166	\$3,408,198
1994/95	0.71%	2.56%	\$28,833,747	\$22,191,470	\$6,642,277	\$4,646,360	\$839,650	\$3,806,710
1995/96	4.72%	2.66%	\$30,999,161	\$21,770,020	\$9,229,141	\$4,995,302	\$1,018,520	\$3,976,782
1996/97	4.67%	1.91%	\$33,066,805	\$22,117,750	\$10,949,055	\$5,328,489	\$952,480	\$4,376,009
1997/98	4.67%	0.19%	\$34,677,158	\$22,635,500	\$12,041,658	\$5,587,986	\$952,480	\$4,635,506
1998/99	4.15%	4.44%	\$37,718,345	\$23,919,000	\$13,799,345	\$6,078,052	\$1,000,500	\$5,077,552
1999/00	4.53%	2.29%	\$40,328,454	\$26,298,904	\$14,029,550	\$6,498,653	\$1,796,366	\$4,702,287
2000/01	4.91%	3.36%	\$43,728,143	\$27,701,784	\$16,026,359	\$7,046,489	\$1,831,589	\$5,214,900
2001/02	7.82%	5.68%	\$49,823,846	\$30,910,955	\$18,912,891	\$8,028,770	\$2,074,425	\$5,954,345
2002/03	-1.27%	3.88%	\$51,099,336	\$34,456,312	\$16,643,024	\$8,234,307	\$2,244,708	\$5,989,599
2003/04	2.31%	3.72%	\$54,226,615	\$37,805,936	\$16,420,679	\$8,738,247	\$2,465,590	\$6,272,657
2004/05	3.28%	4.17%	\$58,342,415	\$42,094,636	\$16,247,779	\$9,401,480	\$2,727,571	\$6,673,909
2005/06	5.26%	6.59%	\$65,460,190	\$48,100,800	\$17,359,390	\$10,548,461	\$3,016,336	\$7,532,125
2006/07	3.96%	5.59%	\$71,855,651	\$59,592,475	\$12,263,176	\$11,579,046	\$3,987,532	\$7,591,514
2007/08	4.42%	3.38%	\$77,568,175	\$72,653,027	\$4,915,148	\$12,499,580	\$4,615,504	\$7,884,076
2008/09	4.29%	2.79%	\$83,153,084	\$68,506,576	\$14,646,508	\$13,399,550	\$4,685,689	\$8,713,861
2009/10	0.62%	1.83%	\$85,198,650	\$56,124,960	\$29,073,690	\$13,729,179	\$4,108,012	\$9,621,167
2010/11	-2.54%	1.40%	\$84,193,306	\$50,777,288	\$33,416,018	\$13,567,175	\$3,059,579	\$10,507,596
2011/12	2.51%	3.66%	\$89,463,807	\$54,120,708	\$35,343,099	\$14,416,480	\$3,146,478	\$11,270,002
2012/13	3.77%	1.05%	\$93,811,748	\$57,930,634	\$35,881,114	\$15,117,121	\$3,146,049	\$11,971,072
2013/14	5.12%	1.23%	\$99,825,081	\$59,511,085	\$40,313,996	\$16,086,128	\$3,193,939	\$12,892,189

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

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

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2013-14

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2013-14.
2. Adopt Resolution No. CSD 2013-12 establishing the appropriations limit at \$16,086,128 for the Moreno Valley Community Services District for Fiscal Year 2013-14.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIIIB of the State Constitution. Article XIIIB sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the "Gann Limit". Fiscal Year 1984-85

appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibility transfers.

- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.
- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.
- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIII B of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.
- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.
- "Qualified capital outlay projects" were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds \$100,000.
- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.
- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

DISCUSSION

The information used to calculate the Fiscal Year 2013-14 appropriations limit for the Moreno Valley Community Services District (District) is presented in Exhibit A, Proceeds of Tax Calculation and Exhibit B, Appropriations (Gann) Limit Calculation. The District's

appropriations limit for Fiscal Year 2012-13 was \$15,117,121. The change factor allowed by Proposition 111 due to population and cost of living changes is 1.0641. This results in a Fiscal Year 2013-14 appropriations limit of \$16,086,128.

As previously indicated, Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in the County's population was used since it was greater than the growth reported for the City (+1.23% vs. +.53%).

With respect to the change in the cost-of-living criterion, the change in California per capita personal income (+5.12%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

The total projected revenue proceeds from the District are \$17,146,645. Of this amount, \$3,193,939 is identified as coming from tax proceeds, while \$13,952,706 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds.

The Fiscal Year 2013-14 Preliminary Base Operating Budget contains appropriations subject to the limitation of \$3,193,939. This amount is \$12,892,189 below the District's legal appropriations limit of \$16,086,128.

ALTERNATIVES

The following alternatives are available to the Board:

1. Adopt proposed resolution establishing the District's Fiscal Year 2013-14 appropriations limit at \$16,086,128.
2. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

There is no fiscal impact. The District is safely within its legal appropriations limit for Fiscal Year 2013-14.

CITY COUNCIL GOALS

None applicable

SUMMARY

Each year the Moreno Valley Community Services District (District) is required to adopt a resolution establishing a limit on its appropriations of tax proceeds. The Traffic

Congestion Relief and Spending Limitation Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2013-14, the District's appropriations limit is calculated to be \$16,086,128. The District's Preliminary Base Operating Budget contains appropriations subject to the limit totaling \$3,193,939. Therefore, the portion of the Fiscal Year 2013-14 Preliminary Base Operating Budget subject to the limit is \$12,892,189 less than the District's Fiscal Year 2013-14 appropriations limit.

NOTIFICATION

This agenda item on the Fiscal Year 2013-14 Appropriations ("Gann") Limit was properly noticed as a Public Hearing.

ATTACHMENTS/EXHIBITS

- Attachment 1: Proposed Resolution
- Exhibit A: Proceeds of Tax Calculation
- Exhibit B: Appropriations (Gann) Limit Calculation
- Exhibit C: Summary of Annual Appropriation (Gann) Limits

Prepared By:
 Brooke McKinney
 Treasury Operations Division Manager

Department Head Approval:
 Richard Teichert
 Chief Financial Officer

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

RESOLUTION NO. CSD 2013-12

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013-14

WHEREAS, Article XIII B of the California Constitution and Section 7910 of the California Government Code require that each year the Moreno Valley Community Services District (District) shall by resolution, establish an appropriations limit for the District for the following fiscal year; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has received the Preliminary Base Operating Budget for Fiscal Year 2013-14, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the District; and

WHEREAS, the District's Financial & Management Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the District for Fiscal Year 2013-14 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the Board of Directors of the District.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. That the appropriations limit for the Moreno Valley Community Services District for Fiscal Year 2013-14 is hereby established at \$16,086,128 and the total annual appropriations subject to such limitation for Fiscal Year 2013-14 is estimated to be \$3,193,939.
2. The District's Board of Directors hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriation (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the District reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIII B of the California Constitution if such changes or revisions would result in a more advantageous

1

Resolution No. CSD 2013-12
Date Adopted: June 11, 2013

appropriations limit in the present or future.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall file a copy of this Resolution with the Auditor of the County of Riverside.
4. Within fifteen days after the adoption of this Resolution, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity
of Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

2
Resolution No. CSD 2013-12
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-12 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

3
Resolution No. CSD 2013-12
Date Adopted: June 11, 2013

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**CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMIT
PROCEEDS OF TAX CALCULATION
COMMUNITY SERVICES DISTRICT FY 13/14**

<u>REVENUE SOURCE</u>	<u>BUDGETED PROCEEDS OF TAX</u>	<u>BUDGETED NON-PROCEEDS OF TAX</u>	<u>TOTAL REVENUE</u>
<u>Taxes</u>			
Zone A - Parks & Recreation	\$ 1,709,000		\$ 1,709,000
Zone B - Residential Lights	85,300		85,300
Zone C - Arterial Lights	110,000		110,000
Zone L - Library Services	1,284,000		1,284,000
<u>Fees</u>			
Zone A - Parks & Recreation		6,526,022	6,526,022
Zone B - Residential Lights		984,000	984,000
Zone C - Arterial Lights		530,500	530,500
Zone D - Standard Landscaping		1,188,600	1,188,600
Zone E - Extensive Landscaping		2,466,909	2,466,909
Zone L - Library Services		68,000	68,000
Zone M - Median Fund		200,700	200,700
<u>Miscellaneous</u>			
Zone A - Parks & Recreation		18,100	18,100
Zone L - Library Services		2,000	2,000
<u>Transfers In</u>			
Zone A - Parks & Recreation		424,136	424,136
Zone B - Residential Lights		608,000	608,000
Zone C - Arterial Lights		288,000	288,000
Zone L - Library Services		519,708	519,708
Zone M - Median Fund		103,400	103,400
Total	\$ 3,188,300	\$ 13,928,075	\$ 17,116,375
% of Total	18.63	81.37	100.00
Allocation of Interest *	5,639	24,631	30,270
Adjusted Total	\$ 3,193,939	\$ 13,952,706	\$ 17,146,645

Interest consists of the following:

Zone A - \$25,000
Zone B - \$0
Zone C - \$0
Zone D - \$515
Zone E - \$4,346
Zone L - \$0
Zone M - \$409

Revenues are based upon FY 2013/14 Proposed Budget

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EXHIBIT B

CITY OF MORENO VALLEY
 APPROPRIATIONS (GANN) LIMITS
 LIMIT CALCULATION
 COMMUNITY SERVICES DISTRICT FY 13/14

APPROPRIATIONS SUBJECT TO THE LIMIT

FY 2013/14 Total Revenue *	\$ 17,146,645
Less: Non-Proceeds of Tax	<u>13,952,706</u>
A) Total Appropriations Subject to the Limit	\$ 3,193,939

APPROPRIATIONS LIMIT

B) FY 2012/13 Appropriations Limit		15,117,121
C) Change Factor **	<u>% Increase</u>	<u>Factor</u>
Cost of Living Adjustment - CPI	5.12	1.0512
Population Adjustment - PA	1.23	1.0123
Change Factor (CPI x PA)		<u>1.0641</u>
D) Increase in Appropriations Limit		969,007
E) FY 2013/14 Appropriations Limit (B x C)		<u>\$ 16,086,128</u>

REMAINING APPROPRIATIONS CAPACITY

(E - A)		<u>\$ 12,892,189</u>
Remaining Capacity as a Percent of the FY 2013/14 Appropriations Limit		<u>80.14</u>

* Revenues based upon FY 2013/14 Proposed Budget

** State Department of Finance
 Percent of Change in California Per Capita Income
 Percent of Change in City of Moreno Valley Population

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**CITY OF MORENO VALLEY
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS
GENERAL FUND AND COMMUNITY SERVICES DISTRICT**

FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	GENERAL FUND			COMMUNITY SERVICES DISTRICT		
			APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	\$8,000,000	\$1,489,525	\$6,510,475	\$1,000,000	\$225,224	\$774,776
1985/86	3.74%	-	\$8,299,200	\$5,801,524	\$2,497,676	\$1,037,400	\$366,257	\$671,143
1986/87	2.30%	13.34%	\$10,739,623	\$7,182,998	\$3,556,625	\$1,730,616	\$571,404	\$1,159,212
1987/88	3.40%	21.27%	\$13,419,869	\$8,186,487	\$5,233,382	\$2,162,519	\$514,685	\$1,647,834
1988/89	3.93%	13.98%	\$15,897,098	\$9,117,625	\$6,779,473	\$2,561,707	\$595,770	\$1,965,937
1989/90	4.98%	11.53%	\$18,612,989	\$10,193,243	\$8,419,746	\$2,999,354	\$973,431	\$2,025,923
1990/91	4.21%	12.34%	\$21,790,136	\$12,168,319	\$9,621,817	\$3,511,329	\$1,447,368	\$2,063,961
1991/92	4.14%	9.53%	\$25,184,125	\$12,702,824	\$12,481,301	\$4,058,248	\$1,068,016	\$2,990,232
1992/93	-0.64%	4.74%	\$26,209,119	\$21,751,950	\$4,457,169	\$4,223,419	\$1,127,115	\$3,096,304
1993/94	2.72%	3.69%	\$27,915,333	\$22,167,783	\$5,747,550	\$4,498,364	\$1,090,166	\$3,408,198
1994/95	0.71%	2.56%	\$28,833,747	\$22,191,470	\$6,642,277	\$4,646,360	\$839,650	\$3,806,710
1995/96	4.72%	2.66%	\$30,999,161	\$21,770,020	\$9,229,141	\$4,995,302	\$1,018,520	\$3,976,782
1996/97	4.67%	1.91%	\$33,066,805	\$22,117,750	\$10,949,055	\$5,328,489	\$952,480	\$4,376,000
1997/98	4.67%	0.19%	\$34,677,158	\$22,635,500	\$12,041,658	\$5,587,986	\$952,480	\$4,635,506
1998/99	4.15%	4.44%	\$37,718,345	\$23,919,000	\$13,799,345	\$6,078,052	\$1,000,500	\$5,077,552
1999/00	4.53%	2.29%	\$40,328,454	\$26,298,904	\$14,029,550	\$6,498,653	\$1,796,366	\$4,702,287
2000/01	4.91%	3.36%	\$43,728,143	\$27,701,784	\$16,026,359	\$7,046,489	\$1,831,589	\$5,214,900
2001/02	7.82%	5.68%	\$49,823,846	\$30,910,955	\$18,912,891	\$8,028,770	\$2,074,425	\$5,954,345
2002/03	-1.27%	3.88%	\$51,099,336	\$34,456,312	\$16,643,024	\$8,234,307	\$2,244,708	\$5,989,599
2003/04	2.31%	3.72%	\$54,226,615	\$37,805,936	\$16,420,679	\$8,738,247	\$2,465,590	\$6,272,657
2004/05	3.28%	4.17%	\$58,342,415	\$42,094,636	\$16,247,779	\$9,401,480	\$2,727,571	\$6,673,909
2005/06	5.26%	6.59%	\$65,460,190	\$48,100,800	\$17,359,390	\$10,548,461	\$3,016,336	\$7,532,125
2006/07	3.96%	5.59%	\$71,855,651	\$59,592,475	\$12,263,176	\$11,579,046	\$3,987,532	\$7,591,514
2007/08	4.42%	3.38%	\$77,568,175	\$72,653,027	\$4,915,148	\$12,499,580	\$4,615,504	\$7,884,076
2008/09	4.29%	2.79%	\$83,153,084	\$68,506,576	\$14,646,508	\$13,399,550	\$4,685,689	\$8,713,861
2009/10	0.62%	1.83%	\$85,198,650	\$56,124,960	\$29,073,690	\$13,729,179	\$4,108,012	\$9,621,167
2010/11	-2.54%	1.40%	\$84,193,306	\$50,777,288	\$33,416,018	\$13,567,175	\$3,059,579	\$10,507,596
2011/12	2.51%	3.66%	\$89,463,807	\$54,120,708	\$35,343,099	\$14,416,480	\$3,146,478	\$11,270,002
2012/13	3.77%	1.05%	\$93,811,748	\$57,930,634	\$35,881,114	\$15,117,121	\$3,146,049	\$11,971,072
2012/13	5.12%	1.23%	\$99,825,081	\$59,511,085	\$40,313,996	\$16,086,128	\$3,193,939	\$12,892,189

Item No. E.5 -1661-

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: ADOPTION OF AN ENERGY EFFICIENCY REVOLVING FUND POLICY THAT IS CONSISTENT WITH THE CITY'S SOUTHERN CALIFORNIA EDISON GRANT PROJECT PA12-0027. THE POLICY PROVIDES A STRUCTURED AND COST EFFECTIVE APPROACH FOR FUNDING OF FUTURE ENERGY EFFICIENCY PROJECTS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. **RECOGNIZE** that the Energy Efficiency Revolving Fund Case No. PA12-0027 will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15061 as defined by Section 15378.
2. **AUTHORIZE** the transfer and appropriation of \$59,756.34 from General Fund fund balance to a new Energy Efficiency Revolving Fund with direction to staff to provide a report to City Council annually to account for the expenditure and results of the expenditure of Energy Fund monies.
3. **APPROVE** Resolution No. 2013-35 approving the Energy Efficiency Revolving Fund Project PA12-0027 based on the findings in the City Council Resolution.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

At this time, the City has used funding from two grants for energy efficiency and conservation efforts. These grants include the Energy Efficiency and Conservation Block Grant (EECBG) funding and Southern California Edison Strategic Plan Implementation funding. The City used EECBG funds for a number of municipal energy upgrade projects, including the heating/air conditioning system retrofit and the solar film project for our City Hall building. In addition, the use of these funds has included the preparation of a Greenhouse Gas Emissions Inventory and development of the Energy Efficiency and Climate Action Strategy. The EECBG funding of these efforts began in November 2009 and ended on October 21, 2012. Building on this effort, the City applied for and received funding under the Southern California Edison (SCE) Strategic Plan Implementation. On February 22, 2011, the City Council accepted the Southern California Edison Local Government Strategic Plan Implementation funding (also referred to by SCE as a “strategic solicitation”). The strategic solicitation provides up to \$375,477 in funds to complete seven different tasks related to energy efficiency, including the use of existing staff resources to complete an Energy Efficiency Fund Policy.

DISCUSSION

One of the required tasks under the SCE strategic solicitation is to prepare a policy for an Energy Efficiency Revolving Fund. Towards this end, Planning staff prepared a research report for Southern California Edison regarding existing revolving funds in other cities. Staff convened internal meetings involving several departments to develop this policy.

As part of the Policy an Energy Efficiency Fund Review Committee will be established to determine the projects that would receive funding. The Committee shall be comprised of six members. The members will include the Department Head or designated Division Manager from each the following departments: Community and Economic Development Department - Planning Division, Financial and Management Services Department, Parks and Community Services Department, Moreno Valley Utility, Public Works – Capital Projects Division, and Administrative Services Department - Facilities Maintenance.

Based on staff’s review of the revolving funds of other cities, it is important to have a source of “seed money” for the fund. To date, the City has received a total of \$59,756.34 in rebates from energy projects related to the EECBG related projects. In addition, there is a pending \$32,000 rebate from the City’s utility. Staff proposes to use these existing funds as the “seed money”. Currently the seed money has been in the General Fund under an account labeled energy rebates, once the Energy Efficiency

Revolving Fund is established the existing rebate monies will be transferred into the new account.

The Policy would provide for future funding for energy efficiency efforts from 100% of energy efficiency rebates and incentives received from utilities and 50% of the actual energy savings recorded for the first two operational years for completed energy efficiency projects. The utilities include, but are not limited to Southern California Edison, the Moreno Valley Utility, Southern California Gas Company, or other agencies. The Planning Division of Community and Economic Development will be responsible for administering the Fund, and coordinating with the Financial and Management Services Department.

To date, the completed energy efficiency projects have contributed to the City having savings in kilowatt energy and greenhouse gases. An example of an energy efficient project is the City Hall Building. The City Hall improvements include a new HVAC system, window tinting, and energy efficient lighting. Comparing a 10 month period prior to these improvements and the same 10 month period after the completion of the improvements City Hall has saved approximately 171,840 kWh equaling a monetary savings of \$24,332.54. The monetary savings are anticipated to increase as utility rates increase in the future. Although not yet calculated, energy savings translate directly into reductions in greenhouse gases and air pollution from energy generation. By reinvesting some of these savings in additional energy efficiency projects the intent is to continue City efforts to reduce its energy use, resulting in additional environmental and monetary benefits to the community.

The proposed Policy implements Goal/Policy No. B16 (Establishing an energy efficient revolving fund) from the Energy Efficiency and Climate Action Plan adopted by the City Council on October 9, 2012. The Policy exemplifies one of the major thrusts of the Strategy, namely to have the City lead by example on energy efficiency improvements.

ALTERNATIVES

1. Adopt a California Environmental Quality Act (CEQA) exemption for Project PA12-0027 Energy Efficiency Revolving Fund under Section 15061 (b)(3) of the CEQA Guidelines, in that this project will not have the potential to cause a significant adverse effect on the environment; approve the proposed City Council Resolution thereby approving the Energy Efficiency Revolving Fund Case No. PA12-0027; and authorize transferring and appropriation of \$59,756.34 from General Fund fund balance to the new Energy Efficiency Revolving Fund based on the findings in the City Council Resolution. **Staff recommends this alternative.**
2. Do not adopt a California Environmental Quality Act (CEQA) exemption for Project PA12-0027 Energy Efficiency Revolving Fund, in that this project will not have the potential to cause a significant adverse effect on the environment; do not approve the proposed City Council Resolution; and do not authorize an appropriation for a transfer of \$59,756.34 from General Fund fund balance to the

new Energy Efficiency Revolving Fund, based on the findings in the City Council Resolution. **Staff does not recommend this alternative.**

FISCAL IMPACT

No direct fiscal impact, since the monies collected as part of the Energy Efficiency Revolving Fund will come from energy efficiency rebates, incentives and from actual cost savings. The monies collected will be used to fund future energy retrofit projects, producing future long-term reductions in City energy costs.

Proposed Appropriation Transfer between Funds:

Transfer

Cat.	Fund	GL Account No. (GL)	Type	Proposed Adjustment
Transfer Out	General Fund	1010-99-99-91010-90XXXX	Expense	\$59,756.34
Transfer In	NEW – Efficiency Revolving Fund	XXXX-99-99-9XXXX-801010	Revenue	\$59,756.34

Budget Appropriation

Cat.	Fund	GL Account No. (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
Transfer Out	General Fund	1010-99-99-91010-90XXXX	Expense	0	\$59,756	\$59,756
Transfer In	NEW	XXXX-99-99-9XXXX-801010	Revenue	0	\$59,756	\$59,756

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.

SUMMARY

The purpose of the Energy Efficiency Fund is to provide a structured and cost effective approach for funding future cost-effective energy efficiency projects in conjunction with the continuing pursuit of utility rebates and incentives. The intent is for the fund to be

self-sustaining based on rebates and incentives received, and from a portion of the energy savings achieved, by energy efficiency projects.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

1. Proposed Resolution
2. Energy Efficiency Fund Policy

Prepared By:
Gabriel Diaz
Associate Planner

Department Head Approval:
John C. Terell
Interim Community & Economic
Development Director

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

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RESOLUTION NO. 2013-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE ENERGY EFFICIENCY REVOLVING FUND POLICY (PA12-0027). THE POLICY PROVIDES A STRUCTURED AND COST EFFECTIVE APPROACH FOR FUNDING OF FUTURE ENERGY EFFICIENCY PROJECTS

WHEREAS, the City of Moreno Valley has filed an application for the approval of the Energy Efficiency Revolving Fund Policy (PA12-0027), as described in the title of this Resolution; and

WHEREAS, on June 11, 2013, the City Council of the City of Moreno Valley held a meeting to consider the application; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented during the above-referenced public hearing meeting, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds that:

1. Conformance with General Plan Policies – The Energy Efficiency Revolving Fund Policy is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

FACT: The proposed Energy Efficiency Revolving Fund Policy is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The proposed Energy Efficiency Revolving Fund is to provide a structured and cost effective approach for funding future cost-effective energy efficiency projects in conjunction with the continuing pursuit of utility rebates and incentives. The intent is for the fund to be self-sustaining based on rebates and incentives received, and from a portion of the energy savings achieved, by energy efficiency projects.

2. Health, Safety and Welfare – The Energy Efficiency Revolving Fund Policy will not be detrimental to the public health, safety or general welfare.

1
Resolution No. 2013-35
Date Adopted: June 11, 2013

FACT: The proposed Energy Efficiency Revolving Fund Policy does not have the potential to adversely affect the public health, safety or welfare of the residents of the City of Moreno Valley or surrounding jurisdictions. The Energy Efficiency Revolving Fund Policy with administrative goals, objectives, and policies, would not cause a physical effect on the environment. The proposed Energy Efficient Revolving Fund Policy will only improve the Health, Safety and Welfare.

- 3. Conformance with Zoning Regulations – The proposed Energy Efficiency Revolving Fund Policy is consistent with the purpose and intent of Title 9.

FACT: The Energy Efficiency Revolving Fund Policy provides for a consistent set of goals, objectives, policies, and programs that are compatible with the purpose and intent of Title 9. The proposed Energy Efficiency Revolving Fund Policy enhances the meaning of some sections of Title 9. As such, it furthers the specific purpose and intent of Title 9 to “implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan.”

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2013-35, approving PA12-0027, thereby establishing The Energy Efficiency Revolving Fund, as described in the title of this resolution.

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2013-35
Date Adopted: June 11, 2013

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. 2013-35 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3
Resolution No. 2013-35
Date Adopted: June 11, 2013

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Energy Efficiency Fund Policy

PURPOSE: The purpose of the Energy Efficiency Fund is to provide a structured and cost effective approach for funding future cost-effective energy efficiency projects in conjunction with the continuing pursuit of utility rebates and incentives. The intent is for the fund to be self-sustaining based on rebates and incentives received, and from a portion of the energy savings achieved, by energy efficiency projects.

DEFINITIONS:

City Facility: A facility owned and operated (or leased by) the City of Moreno Valley.

Energy Efficiency Account: Appropriation for energy used at a City Entity where an Energy Project was implemented.

Energy Efficiency Fund (EEF): An established account in the Financial and Management Services Department of the City of Moreno Valley, which is dedicated to the sole purpose of energy efficiency.

Energy Efficiency Project: A construction or renovation project related to or including energy efficiency or renewable energy improvements. This would include new construction projects or retro-fits that receive a Southern California Edison or Moreno Valley Utility rebate or Savings by Design rebate (SCE).

Rebates: Rebates are refunds of monies for the completion of energy efficiency projects or purchase of an energy saving item (Example: Lights, HVAC, refrigerator, etc.). The rebates could be from any utility, and would include, but not be limited to, Southern California Edison, the Moreno Valley Utility, or Southern California Gas Company. The rebates are not regarded as repayment to the Fund.

Incentives: Incentives could range from refunds of monies or a reduction on the rate paid on energy bill for an effort made to save kilowatts. Incentives are based on kilowatts saved. The incentive could be from any utility, and would include, but not be limited to, Southern California Edison, the Moreno Valley Utility, or Southern California Gas Company. The rebates are not regarded as repayment to the Fund

Responsibilities:

The following Departments/Divisions will have a role in the process with the following primary responsibilities.

1. Community Economic Development Department – Planning Division – Coordinate with affected departments on energy/solar audits, projects, rebate applications and implementation. Facilitate and track fund transfers and deposits to the Energy Efficiency Fund.
2. Finance and Management Services Department – Deposit rebates and incentives; Track and report on rebate/incentive deposits and fund transfers to the Energy Efficiency Fund.
3. Administrative Services Department – Facilities Maintenance – Coordinate with Planning Division staff regarding energy/solar audits, rebate applications, and energy project implementation for their projects.
4. Public Works – City Electric Utility – The City Utility provides access to monitoring information for electricity use for City owned facilities.
5. Public Works – Capital Projects Division – Coordinate with Planning Division staff regarding energy/solar audits, rebate applications, and energy project implementation for their projects.
6. Parks and Community Services Department – Coordinate with Planning Division staff regarding energy/solar audits, rebate applications, and energy project implementation for their projects.

POLICY:

- I. The City will deposit all rebates and incentives received from utilities for the purpose of energy efficiency related improvements to the established Energy Efficiency Fund. The utilities include, but are not limited to Southern California Edison, the Moreno Valley Utility, Southern California Gas Company, or other agencies.

Energy Efficiency Fund Policy

- A. Energy efficiency projects include projects involving energy efficiency improvements that may be funded in whole or in part from Local, Federal or State funds, and/or the City’s Energy Efficiency Fund.
 - B. The Fund shall not be used for energy efficiency improvements if other sources of funding are available.
- II. Fifty-percent of energy savings from energy efficiency projects shall be deposited to the Energy Efficiency Fund for a period of two years following installation and completion of each project. This deposit requirement shall not apply to new construction projects.
- A. For the calculation of savings, the savings will be determined based on a comparison of the energy usage prior to beginning work on the energy efficiency project to the energy usage following completion of the project. The baseline year calculation is the 12 month period of energy usage prior to the installation of the energy improvements. The after installation usage will be the energy used in the 12 months after installation is complete. The after installation usage will begin from the month following project completion (First full month on the utility bill with the energy improvement).
- The savings will be calculated as the difference between the baseline year kWh (kilowatt hour) and the after installation year kWh (Baseline Year kWh - Year 1 or Year 2 Kwh). Once the kWh savings for year one and or year two are established the average cost per kWh is established. The average cost per kWh is the total 12 month cost divided by the total 12 month kWh of the utility bill (Total 12 month Cost/Total 12 month kWh). The average energy savings cost will be the difference between the baseline year and year 1 or year 2 kWh savings multiplied by the average cost per kWh in year 1 or year 2.
- B. The monies will be deposited to the fund prior to the end of the fiscal year in which each of the first two 12-month after installation periods end.
- III. Administration of Fund
- The Planning Division of Community and Economic Development will be responsible for administering the Fund, and coordinating with the Financial and Management Services Department. The Planning Division will be responsible for identifying the savings for each project.
- IV. An Energy Efficiency Fund Review Committee shall be established to determine the projects that would receive funding. The Committee shall be comprised of six members. The members will include the Department Head or designated Division Manager from each the following departments: Community and Economic Development Department - Planning Division, Finance and Management Services Department, Parks and Community Services Department, Moreno Valley Utility, Public Works – Capital Projects Division, and Administrative Services Department - Facilities Maintenance.
- A. The Committee shall meet on a biannual basis if there are funds to be allocated.
 - B. The projects with the fastest estimated payback period shall be given priority.
 - C. An eligible project may include any construction or retro-fit project that involves energy efficiency achieving an estimated payback period of 10 years or less.

Approved by: City Manager
00/00/00
Revised: 00/00/00



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council and Mayor and City Council Acting in their Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District and Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley and Mayor and City Council Acting in their Capacity as Chairman and Commissioners of the Moreno Valley Housing Authority

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: June 11, 2013

TITLE: ADOPTION OF FISCAL YEAR 2013/14 – 2014/15 OPERATING BUDGET

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Resolution No. 2013-44, approving the Operating Budget for the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 1.
2. Approve the position control as detailed on pages 5 - 8 in the Proposed Operating Budget presented as Exhibit A.

Recommendations: That the Housing Authority:

1. Adopt Resolution No. HA 2013-03, approving the Operating Budget for the Moreno Valley Housing Authority for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 2.

Recommendations: That the CSD:

1. Adopt Resolution No. CSD 2013-13, approving the Operating Budget for the Moreno Valley Community Services District for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 3.

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2013-03, approving the Operating Budget for the City of Moreno Valley Moreno as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013/14 – 2014/15, including all applicable adjustments, pursuant to the appropriations presented in Attachment 4.

BACKGROUND

The Operating Budget presents projected operating revenues and expenditures for the two fiscal years: Fiscal Years (FY) 2013/14 – 2014/15. The budget includes all component units of the City, including the General Fund, Community Services District and Successor Agency.

Although the Operating Budget may include a summary of capital improvement project requests, the projects are compiled in a separate Proposed Capital Improvement Plan (CIP). The CIP is a multi-year plan that identifies and prioritizes funding for future capital improvements such as land acquisitions, buildings and infrastructure.

DISCUSSION

The General Fund has been struggling for several years with a significant budget deficit. In 2011 the City Council adopted a three-year Deficit Elimination Plan (DEP) to reduce what was at that time a \$14.2 million deficit. The plan called for significant expenditure reductions combined with the strategic use of reserves in order to gauge the recovery of revenue sources used to pay for services. While the DEP was successful in reducing the deficit, it is clear that these efforts alone will not be capable of eliminating the deficit. In fact, the combination of slow growth recovery of revenues, coupled with cost additions and increases have hampered the effort.

The FY 2012/13 budget projected the General Fund deficit to be \$6.5 million at the end of the fiscal year. As the proposed budget was developed that deficit grew and was considered to be structural in nature. In other words, it is not caused by one-time occurrences; the financial imbalance is on-going due to the types of expenditures that are encompassed in the General Fund.

The City Council provided direction to fully balance the General Fund in FY 2013/14. The proposed budget accomplishes this with further significant cuts. The reductions include implementation of the final stages of the DEP and approximately \$7 million in reductions to public safety. It will take time to recover the over \$20 million per year of revenues lost during the extended recession.

In prior years, the use of reserves to close budget gaps has maintained as much service capability as possible. Over that period, General Fund Reserves have been depleted by half; the estimated available fund balance at the end of FY 2012/13 is \$22.7 million. This amount is at minimal levels for an operating fund of over \$78 million. The General

Fund is the last backstop for cash flow, emergencies, grant matching and debt service payments. Without complete deficit control, reserves would be gone within 3-4 years.

The City Council has addressed the deficit in a strategic fashion. Per the Council's direction to align ongoing spending with ongoing revenues, ***the FY 2013/14 and 2014/15 Budgets are balanced and provide City services without use of Reserves to do so. This will be the first time that the City of Moreno Valley has adopted a fully balanced budget since FY 2006/07.***

Public Outreach

As part of the budget adoption process, the City Council had requested a series of discussion topics related to long-term financial issues impacting the City's General Fund. The topics occurred at City Council Study Sessions, with the intent to review and discuss details and related impacts for each issue. Information presented on these topics was posted on the City's web site following each presentation at Study Session.

March 5, 2013	Slow Growth in Major General Fund Revenue Sources
March 19, 2013	Annual Increases in Public Safety Contracts
April 2, 2013	Unfunded Liabilities – Public Employees Retirement System and Retiree Medical
April 30, 2013	Proposed Two–Year General Fund budget FY 2013/14 and FY 2014/15
May 7, 2013	Proposed Two–Year Non General Fund budget FY 2013/14 and FY 2014/15
June 4, 2013	Increased Demands on General Fund Reserves and Unfunded Liabilities

In addition, at the direction of the City Council, a series of Neighborhood Budget Meetings were scheduled the week of May 13-18 to provide additional opportunities for Moreno Valley residents to join the discussion related to the City's long term financial challenges and the Proposed Operating Budget.

Budget Adjustments

Presented in Exhibit B is a list of revenue and expense appropriations reflecting any adjustments to the initial Proposed Operating Budget presented to Council on April 30, 2013, based on Council direction from previous budget discussions and events subsequent to the presentation of the Proposed Operating Budget that have a fiscal impact. The following table provides a summary of the General Fund budget adjustments.

Proposed Operating Budget - General Fund

	FY 2013/14	FY 2014/15
Proposed Operating Budget		
Revenues	\$ 77,839,933	\$ 78,823,664
Expenditures	\$ 77,773,536	\$ 79,814,990
Subtotal	\$ 66,397	\$ (991,326)
Proposed Adjustments		
Revenue Adjustments	\$ 52,803	\$ 8,699
Expenditure Adjustments	\$ (905,000)	\$ (1,073,734)
Subtotal	\$ 957,803	\$ 1,082,433
Adjusted Operating Budget		
Revenues	\$ 77,892,736	\$ 78,832,363
Expenditures	\$ 76,868,536	\$ 78,741,256
Variance (Deficit)	\$ 1,024,200	\$ 91,107

Budget Adoption Actions

Resolutions Adopting the FY 2013/14 – 2014/15 Proposed Operating Budget (Attachments 1, 2, 3 and 4) - As a long-standing practice, each of the City's primary entities (the City, Community Services District, Successor Agency and Housing Authority) will adopt separate resolutions to approve their respective operating budgets.

ALTERNATIVES

1. Approve the proposed Resolutions to adopt the Fiscal Year 2013/14 – 2014/15 Operating Budget and Position Control pursuant to the revenues and expenditures presented in Exhibits A and B to the Resolutions.
2. Provide staff with further direction.

Staff recommends Alternative 1.

FISCAL IMPACT

The FY 2013/14 – 2014/15 Operating Budget provides the funding and expenditure plan for all operating funds, and does so without use of General Fund Reserves. As such, it serves as the City's financial plan for the upcoming two fiscal years. The City Council will be kept apprised of the City's financial condition through First Quarter and Mid-Year Budget Reviews. This practice has been utilized in the past and will be continued

during FY 2013/14 to ensure that the City Council is apprised of the revenue and expense progress compared to the budget. Any unexpected increases in revenue are proposed to be applied toward future program costs. Any unexpected decreases in revenue will be analyzed and addressed quickly to maintain the integrity of the budget. As a result, few service changes that deviate from the two-year budget are anticipated.

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.

ATTACHMENTS

- Attachment 1: Resolution No. 2013-44, A Resolution of the City Council of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2013/14 – 2014/15
- Attachment 2: Resolution No. HA 2013-03, A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2013/14 – 2014/15
- Attachment 3: Resolution No. CSD 2013-13, A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2013/14 – 2014/15
- Attachment 4: Resolution No. SA 2013-03, A Resolution of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2013/14 – 2014/15
- Exhibit A: City of Moreno Valley Proposed Operating Budget for Fiscal Years 2013/14 – 2014/15
- Exhibit B: Adjustments to the City of Moreno Valley Proposed Operating Budget for Fiscal Years 2013/14 – 2014/15

Prepared By:
Richard Teichert
Chief Financial Officer

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

RESOLUTION NO. 2013-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2013/14 – 2014/15

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Operating Budget for the City for Fiscal Years 2013/14 – 2014/15, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The Proposed Operating Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council as identified in Exhibit B to this Resolution, is hereby approved and adopted as the Annual Operating Budget of the City of Moreno Valley for the Fiscal Years 2013/14 – 2014/15.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.
3. Pursuant to Section 53901 of the California Government Code, by not later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be

1
Resolution No. 2013-44
Date Adopted: June 11, 2013

posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2013-44
Date Adopted: June 11, 2013

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. 2013-44 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3
Resolution No. 2013-44
Date Adopted: June 11, 2013

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RESOLUTION NO. HA 2013-03

A RESOLUTION OF THE MORENO VALLEY HOUSING
AUTHORITY OF THE CITY OF MORENO VALLEY,
CALIFORNIA, ADOPTING THE OPERATING BUDGET
FOR FISCAL YEARS 2013/14 - 2014/15

WHEREAS, the City Manager has heretofore submitted to the Chairman and Commissioners of the Moreno Valley Housing Authority a Proposed Operating Budget for the Authority for Fiscal Years 2013/14 - 2014/15, a copy of which, as may have been amended by the Housing Authority's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Housing Authority; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of Housing Authority services; and

WHEREAS, the Chairman and Commissioners have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Housing Authority to make adequate financial plans and will ensure that Housing Authority officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Operating Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Chairman and Commissioners as identified in Exhibit B to this Resolution, is hereby approved and adopted as the Annual Operating Budget of the Moreno Valley Housing Authority for the Fiscal Years 2013/14 - 2014/15.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk

1
Resolution No. HA 2013-03
Date Adopted: June 11, 2013

shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of Chairman of the
Moreno Valley Housing Authority

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Housing Authority

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Housing Authority

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2013-03 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

SECRETARY

(SEAL)

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RESOLUTION NO. CSD 2013-13

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2013/14 - 2014/15

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District a Proposed Operating Budget for the District for Fiscal Years 2013/14 - 2014/15, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of CSD services during periods of operational deficits; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Operating Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District's Board of Directors as identified in Exhibit B to this Resolution, is hereby approved and adopted as the Annual Operating Budget of the Moreno Valley Community Services District for the Fiscal Years 2013/14 - 2014/15.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
3. Pursuant to Section 61047 of the California Government Code, compensation for the City Council acting in the capacity of the Directors of the Community Services District, shall be \$100 per meeting or for each day's service

1
Resolution No. CSD 2013-13
Date Adopted: June 11, 2013

rendered as a Director, not to exceed six days or \$600 in any calendar month. In addition, the Directors shall be compensated for actual and necessary traveling and incidental expenses incurred while on official business.

4. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

2
Resolution No. CSD 2013-13
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-13 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2013-13
Date Adopted: June 11, 2013

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RESOLUTION NO. SA 2013-03

A RESOLUTION OF THE CITY OF MORENO VALLEY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2013/14 - 2014/15

WHEREAS, the City Manager has heretofore submitted to the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley a Proposed Operating Budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for Fiscal Years 2013/14 - 2014/15, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Successor Agency; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of Successor Agency services; and

WHEREAS, the Mayor and City Council have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The Proposed Operating Budget, as Exhibit A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council as identified in Exhibit B to this Resolution, is hereby approved and adopted as the Annual Operating Budget of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for the Fiscal Years 2013/14 – 2014/15.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
3. Pursuant to Section 53901 of the California Government Code, by no later

1
Resolution No. SA 2013-03
Date Adopted: June 11, 2013

than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

APPROVED AND ADOPTED this 11th day of June, 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 2013-03 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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CITY OF MORENO VALLEY



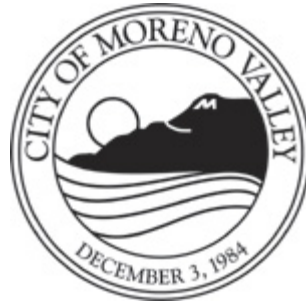
PROPOSED OPERATING BUDGET



FISCAL YEARS 2013/14-2014/15

City of Moreno Valley

Proposed Operating Budget Fiscal Years 2013/14 – 2014/15



CITY COUNCIL

Tom Owings, Mayor
Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Councilmember
Richard A. Stewart, Councilmember
Victoria Baca, Councilmember

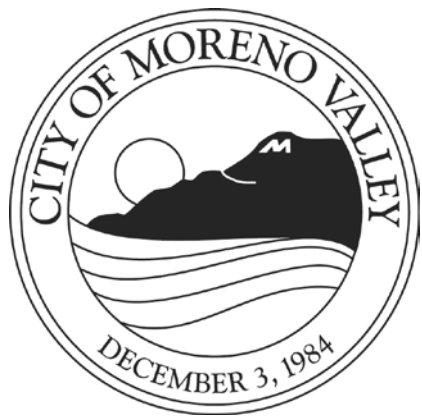
ADMINISTRATION

Henry Garcia, City Manager
Richard Teichert, Chief Financial Officer/City Treasurer

Prepared by:
Financial & Management Services Department

14177 Frederick Street
Moreno Valley, CA
92552-0805

951.413.3021



**CITY OF MORENO VALLEY
 FY 2013/14 – 2014/15 PROPOSED OPERATING BUDGET
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FY 2013/14 – 2014/15 PROPOSED OPERATING BUDGET
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To: Honorable Mayor, Members of the City Council and Citizens of Moreno Valley

INTRODUCTION

The Proposed Operating Budget presents projected operating revenues and expenditures for the next two fiscal years: Fiscal Years (FY) 2013/14 and 2014/15. The budget includes all component units of the City, including the General Fund, Community Services District and Successor Agency. In this budget message, particular attention will be given to the City's General Fund. The General Fund is of primary significance due to the continuing structural deficit which has existed for several budget cycles. The effects of the extended economic recession, coupled with rising costs of providing services, have led to the need for significant expenditure reductions and continued erosion of services to the public. This trend continues and worsens in the proposed two-year cycle. The ongoing structural deficit represents a fiscal crisis that must be dealt with immediately.

The proposed budget does not include capital improvement project expenditures; these projects are compiled and fully described in a separately issued Proposed Capital Improvement Plan (CIP). The CIP is a multi-year plan that identifies and prioritizes funding for future capital improvements such as land acquisitions, buildings and infrastructure. In most cases capital projects are funded by sources other than the General Fund. The restricted revenues or grants must be spent on the specific purpose for which they are collected. They have no immediate impact on the General Fund deficit. However, future operating costs will occur for maintenance and replacement needs. The City is struggling to address the costs of deferred maintenance now, these will add to the needs. CIP expenditures will be included in the final operating budget approved by the City Council.

The previous two-year budget cycle for FY 2011/12 and 2012/13 was based on the concept of implementing a Council adopted three-year Deficit Elimination Plan (DEP). The DEP envisioned an orderly process of expenditure reductions that would occur in a timely and strategic fashion as revenue sources stabilized. The goal was to create a stabilized budget by FY 2013/14. As adopted in May, 2011, the DEP focused on elimination of a \$14.2 million deficit that existed in the City's General Fund. Although successful in significantly reducing the deficit and slowing its growth, the goal of deficit elimination has not been fully realized through implementation of the DEP. Revenues have stabilized and continue to grow at a slow and measured rate, however certain costs are projected to increase at a faster pace and other new costs have been added in the General Fund that have increased the deficit. At the end of FY 2012/13 the structural component of the deficit is estimated to be \$6.5 million. The DEP anticipated the year end deficit would have been approximately \$3.5 million.

The City Council provided direction to complete the process of creating a balanced budget for FY 2013/14. Final stages of the DEP and significant reductions in public safety services have been identified and proposed to accomplish this goal. The process has represented a major effort on the part of staff to attempt to preserve and maintain core levels of acceptable service while absorbing more cuts to what most people would agree is already "bare bones". In this proposed budget, staff has completed a painful process that began more than three fiscal years

ago. Consequences and trends will be discussed as the document outlines the proposed plan and its effects.

During the coming two-year period the City Council will be apprised of the City's financial condition through the process of First Quarter and Mid-Year Budget Reviews. This ongoing process ensures a forum to look at expenditure and revenue deviations from the estimates made in the budget document.

CONTINUED CHALLENGES AND ITEMS OF NOTE

The deficit, although significantly reduced from the \$14.2 million in FY 2011/12, has not been reduced to levels expected in the DEP. Furthermore, the City Council has directed that the budget for FY 2013/14 be balanced. There are several key decisions that have occurred to create a larger deficit than anticipated. These include a General Fund subsidy for street lights in the amount of \$1 million/year, the opening and staffing of Fire Station 99 for approximately \$1.3 million/year, a cost of living increase for City staff for \$600,000/year and other ongoing cost increases. During this same period there have been decisions made to reduce expenditure levels temporarily by avoiding certain costs. This approach was applied to recommended payments to the City's trust fund for Other Post-Employment Benefits (OPEB) as well as anticipating savings from public safety contract costs. These strategic decisions helped to maintain core service levels while the impacts of an improving economy could be measured. Unfortunately, revenues have not rebounded to levels sufficient to avoid difficult reductions necessary to close the remaining deficit. Also, the two-year plan indicates that even with the severe cuts in FY 2013/14 a deficit is anticipated to return in FY 2014/15. This is due to a continued trend of cost increases, primarily in public safety, that are greater than the slow growth of general revenues. This situation will not end in the foreseeable future.

It should be noted that the possibility of a new revenue source is under review. A voter approved revenue source, subject to complete local control, would serve to stave off the continued erosion of much needed service levels and stabilize the budget in years to come. Without such a step, General Fund service levels will continue to shrink as cuts are made to offset higher costs or until significant growth in existing revenues occurs.

FY 2013/14 and 2014/15 BUDGET EXPENDITURE SUMMARY

The following table contains a summary of the expenditures as proposed in the two-year budget. The totals represent each major fund type and component unit of the City.

Fund/Component Unit	FY 2013/14	FY 2014/15
General Fund	\$ 77,773,536	\$ 79,814,990
Community Services District (CSD)	18,663,690	18,704,827
Successor Agency	6,017,569	6,123,817
Housing Fund	-	-
Special Revenue Funds	28,168,241	23,028,988
Capital Projects Funds	1,388,198	1,391,998
Electric Utility Funds	18,470,974	18,862,227
Internal Service Funds	14,688,825	13,049,977
Debt Service Funds	5,411,100	5,422,100
Total City Operating Budget	\$ 170,582,133	\$ 166,398,924

The majority of the budget message will focus on the General Fund due to the significance of the structural deficit and the service level impacts that occur. Highlights for other key component funds will be discussed.

GENERAL FUND

General Fund Revenue Projections for FY 2013/14 and FY 2014/15

The General fund is comprised of several revenue types. However, the five main sources account for over 80% of the total. These include property tax, sales tax, utility users' tax, franchise fees and the gross receipts tax. Each of these is affected by different economic activity cycles and pressures.

Fund/Component Unit	FY 2013/14	FY 2014/15
Taxes:		
Property Tax	\$ 9,647,100	\$ 9,803,900
Property Tax in-lieu	13,640,000	13,890,000
Utility Users Tax	16,114,000	16,428,000
Sales Tax	15,570,000	16,420,000
Other Taxes	7,965,000	8,185,000
State Gasoline Tax	-	-
Licenses & Permits	1,514,000	1,519,200
Intergovernmental	265,000	235,000
Charges for Services	8,869,395	8,977,274
Use of Money & Property	2,688,000	2,589,600
Fines & Forfeitures	601,500	606,500
Miscellaneous	51,400	51,400
Transfers In	914,538	117,790
Total Revenue Budget	\$ 77,839,933	\$ 78,823,664

	FY 2008/09 Actual	FY 2009/10 Actual	FY 2010/11 Actual	FY 2011/12 Actual	FY 2012/13 Amended	FY 2013/14 Proposed	FY 2014/15 Proposed
Property Tax	\$ 12,790,196	\$ 9,296,084	\$ 9,430,845	\$ 9,397,373	\$ 9,900,000	\$ 9,647,100	\$ 9,803,900
Property Tax in-lieu	16,791,078	13,703,197	13,055,796	13,170,964	13,300,000	13,640,000	13,890,000
Utility Users Tax	15,081,286	15,358,341	15,317,439	15,591,386	16,060,000	16,114,000	16,428,000
Sales Tax	10,451,942	9,298,296	11,283,435	14,003,992	13,800,000	15,570,000	16,420,000
Other Taxes	7,144,745	6,716,428	7,209,262	7,533,532	7,740,000	7,965,000	8,185,000
Charges for Services	8,614,872	7,803,204	7,323,873	8,574,135	7,299,160	8,869,395	8,977,274
Use of Money & Property	4,725,708	6,217,892	3,846,898	4,004,480	3,296,300	2,688,000	2,589,600

The impacts that occurred during the recent extended recession affected all of the major revenue sources. Total General Fund sources have declined from approximately \$98 million in FY 2007/08 to \$78 million projected for FY 2013/14. This represents a 20.4% drop in funding available for critical services. Significant measures have been undertaken to reduce the use of reserves needed to close the deficit gap each year. These steps include a focus on attempting to generate new development and related increase in revenue, as well as significant expenditure reductions. Even with these activities, reserves exceeding \$22 million have been needed since FY 2008/09 to balance General Fund deficit spending.

Although impossible to predict with a precise degree of accuracy, it is reasonably certain that the recovery of these revenue sources will not be as fast as their decline. The recession has ended and the revenue streams have stabilized. The indication is that revenues will increase at a slow and steady rate of between 2-2.5% per year. Unfortunately this is not enough to cover annual service costs at current levels. It is clear from staff's perspective that in order to maintain and preserve even the reduced service levels for FY 2012/13, a new revenue source will be necessary. This potential revenue will likely take the form of a ballot measure to be placed before Moreno Valley voters that, if approved, will create a locally controlled tax source. This option must be considered in light of the expenditure and service level reductions that are necessary on a go forward basis to balance the budget.

For a more detailed description of General Fund revenues you can view the presentation provided to the City Council at a study session on March 5, 2013. It is available on the City's website at www.moval.org.

General Fund Expenditure Proposals for FY 2013/14 and 2014/15

General Fund expenditures continue to outpace available revenues. This structural imbalance has been addressed actively for the past three fiscal years. With the adoption of the DEP in FY 2011/12 the City Council began a three-year initiative to reduce the annual deficit from \$14.2 million. The intent was to, through a combination of revenue growth and expenditure reductions, bring the deficit to a manageable level by the end of FY 2013/14. Implementation of the DEP has proceeded in a strategic process. Staff has attempted to make cuts while minimizing service level impacts on public services wherever possible. The plan has been successful; unfortunately other factors have shown that the deficit will not be solvable based on the reductions taken thus

far. Certain ongoing expenditures have been approved that were not anticipated in the DEP. As the economy and revenue sources have stabilized, it is apparent that the deficit will continue to be structural. For FY 2012/13 the estimated ongoing deficit is \$6.5 million. When current service levels were initially budgeted for FY 2013/14, this amount was projected to grow to \$8.3 million and \$9.7 million in FY 2014/15. At these amounts, available General Fund reserves, estimated to be \$22 million at the end of FY 2012/13, would be exhausted in less than three years. Having no reserves is not an option. The ability to address emergencies and the need for operating cash flow for the first six months of each fiscal year is necessary. The current level of reserves is at a minimally acceptable level for an operating fund of \$77 million.

Recognizing the immediate and inevitable consequences of waiting for a revenue recovery that will likely take five years or more, the City Council directed staff to balance the budget in FY 2013/14. This goal has been achieved in this budget proposal but with significant consequences. The majority of the reductions are recommended in the public safety services. This is necessary as Police and Fire represent approximately 72% of the General Fund. With cuts in personnel and operations that already occurred as the DEP was implemented, there are few options to attain the amount of reductions required. The table below provides detail for the proposed reductions in FY 2013/14 and FY 2014/15. Although the budget is balanced for FY 2013/14, the deficit returns in FY 2014/15. This is due to the fact that certain costs are projected to grow at rates greater than revenue growth. Specifically costs associated with Police, Fire and employee retirement rates are anticipated to exacerbate the efforts to control the deficit. What makes this even more troubling is the trend occurring that requires significant service level reductions while population and calls for service are increasing. In the case of Police there will be a reduction of 25 sworn personnel. This will reduce the current number of sworn personnel from 181 to 156. The impacts will result in reductions to the special team forces that address issues such as traffic, gangs, narcotics and specialized detective activities. In the case of Fire the major impact will be the anticipated closing of the Morrison Park Station 99. The new station was opened in October 2012; however, the continued operation costs are not sustainable. This will result in the reduction of 6 fire personnel.

Table 3
City of Moreno Valley
General Fund Balance Summary
Proposed Budget FY 2013/14 and 2014/15

	FY 2013/14	FY 2014/15
Estimated General Fund Shortfall	\$ 8,253,118	\$ 9,711,873
Proposed Reductions		
Non Public Safety *	\$ (1,233,807)	\$ (1,087,356)
* This amount will result in the cumulative elimination of 14 full time equivalent positions in various departments, as well as other line item reductions.		
Police Department		
Approved DEP Year 2 (FY 12/13) Reduction carried forward	(2,000,000)	(2,000,000)
Approved DEP Year 3 (FY 13/14) Reductions	(2,000,000)	(2,000,000)
New Adjustments to Close Deficit	(2,044,461)	(2,343,882)
Total Police *	\$ (6,044,461)	\$ (6,343,882)
* This amount will result in the elimination of 25 sworn positions, including positions within the special teams for traffic, detectives, gang, narcotics, and school resource officer programs.		
Fire Department		
Station 99 Closure *	-	(1,042,467)
One-Time Savings	(794,405)	-
New Adjustments to Close Deficit	(246,842)	(246,842)
Total Fire	\$ (1,041,247)	\$ (1,289,309)
* The FY 2014/15 amount will result in the layoff of 6 positions and the closure of Station 99.		
Total Proposed Reductions	\$ (8,319,515)	\$ (8,720,547)
Proposed General Fund Balance	\$ 66,397	\$ (991,326)

Note: The reduction amounts represent the net impact on the deficit. They contain a combination of expenditure reductions and new revenue sources.

In addition to \$7 million in reductions to public safety, there is a proposed implementation of the final stages of the DEP in other operations of the City. These will result in savings estimated to be \$1.2 million in FY 2013/14 and will eliminate the equivalent of 14 positions in various departments. Since FY 2011/12, non-public safety staff has been reduced by 32 fulltime positions and 76 temporary personnel. Furloughs have been in effect that reduce pay and hours worked by 10%. Service capabilities in all areas have been impacted.

As noted earlier, these reductions will create a balanced budget for FY 2013/14. However, unless revenue growth occurs at a level not currently anticipated, the deficit will continue to occur at some level as the City moves forward. This raises the real possibility of having to make cuts to public safety and other areas of City services each year to pay for cost increases. Alternative service provision models are being considered. The concept of a regional Joint Powers Authority (JPA) to share costs over a broader population base, as well as the possibility of an in-house police department, are two options under consideration.

Other General Fund Challenges

There are other issues that will affect the General Fund in future years. Currently the General Fund is the final backstop for debt service payments on the police facility. At approximately \$680,000/year this could be a significant annual impact. Developer fees were originally anticipated to pay for debt. However, these have not materialized as hoped and a deficit in the fund exists in the amount of approximately \$3 million. Annual contributions to the trust for Other Post-Employment Benefits (OPEB) have been suspended for FY 2012/13 and the next two fiscal year projected budgets. The amount for the General Fund is \$450,000/yr. The annual payments will need to be resumed and unpaid amounts for prior years will be considered when the next actuarial is completed. Finally CalPERS, the City's contracted retirement provider, has indicated that future rates paid on salaries are going to rise. There are many factors that contribute to this, but suffice to say it will mean increased costs in the General Fund.

OTHER KEY FUNDS

The following summaries describe other major funds in the City.

Moreno Valley Community Services District

The Moreno Valley Community Services District (CSD) was formed by the voters in 1984 to collect fees and certain taxes to provide an array of services including parks, recreation and community services, streetlights, landscaping and ongoing maintenance. The CSD provides these services through separate "zones" that define the services that are provided.

For certain zones, the primary revenue source used to provide services to properties is parcel fees levied on properties via their annual tax bill. Proposition 218, passed by California voters in November 1996, has become a challenge and a threat to managing the future operation of the CSD zones. Prop. 218 requires any fee increases to be addressed through a vote process by affected property owners. For a period following the initial implementation of Prop. 218, the CSD was successful in receiving approval for some new or increased fees. There were also revenue increases due to the growth of developed parcels within the zones. However, due to cost increases that exceed any offsetting increases in the fees over the past years, and the recent economic downturn slowing new parcel growth, property owners have been resistant to efforts to fully fund service levels. An example of this point was the failed ballot process to increase the Residential Streetlight Parcel Fee in order to maintain streetlights. The result was a situation where the City Council had to consider shutting off a significant number of lights or subsidize the costs with approximately \$1,000,000 annually from the General Fund. The annual subsidy has added to the ongoing structural deficit that must be dealt with during the upcoming budget cycle.

These types of situations will be the challenge to manage CSD fees and service provision in future years.

Table 4 Proposed Operating Budget Community Services District		
	FY 2013/14	FY 2014/15
Revenues		
Property Tax	\$ 3,188,300	\$ 3,233,300
Other Taxes	1,000,000	1,000,000
Charges for Services	11,437,031	11,441,112
Use of Money & Property	614,221	621,351
Fines & Forfeitures	50,000	50,000
Miscellaneous	20,100	20,100
Transfers In from General Fund	1,666,608	1,787,608
Transfers In from Non General Fund	276,636	160,000
Total Revenues	\$ 18,252,896	\$ 18,313,471
Expenditures		
Library Services Fund (5010)	1,812,217	1,828,882
Zone A Parks Fund (5011)	9,148,506	8,941,044
Zone B Residential Street Lighting Fund (5012)	1,677,100	1,735,500
Zone C Arterial Street Lighting Fund (5110)	927,800	957,400
Zone D Standard Landscaping Fund (5111)	1,086,200	1,120,300
Zone E Extensive Landscaping Fund (5013)	2,481,783	2,535,783
Zone M Median Fund (5112)	281,844	292,144
CFD No. 1 (5113)	1,182,223	1,225,757
Zone S (5114)	66,017	68,017
Total Expenditures	\$ 18,663,690	\$ 18,704,827
Net Change/Proposed Use of Fund Balance	\$ (410,794)	\$ (391,356)

Community Services District Zone A – Parks & Community Services

The largest Zone within the CSD is Zone A. It accounts for the administration and maintenance of the Parks & Community Services facilities and programs. Funding sources for these services come from a combination of property taxes and parcel fees, fees for service and smaller amounts from other City funds. The summary of all CSD zones shows a deficit in both FY 2013/14 and FY 2014/15 (Table 4). The deficit is created by Zone A.

Table 5		
Proposed Operating Budget		
Zone A Parks Fund		
	FY 2013/14	FY 2014/15
Revenues		
Property Tax	\$ 1,709,000	\$ 1,733,000
Other Taxes	-	-
Charges for Services	5,967,122	5,970,507
Use of Money & Property	583,900	591,300
Fines & Forfeitures	-	-
Miscellaneous	18,100	18,100
Transfers In from General Fund	307,500	307,500
Transfers In from Non General Fund	116,636	-
Total Revenues	\$ 8,702,258	\$ 8,620,407
Expenditures		
35010 Parks & Comm Svcs - Admin	576,620	579,170
35210 Park Maintenance - General	3,160,181	2,999,075
35211 Contract Park Maintenance	461,603	467,288
35212 Park Ranger Program	370,423	372,210
35213 Golf Course Program	263,492	265,672
35214 Parks Projects	173,625	175,211
35215 CSD Public Facilities	-	-
35216 CFD#1	-	-
35310 Senior Program	609,009	576,727
35311 Community Services	193,446	194,116
35312 Community Events	81,327	81,507
35313 Conf & Rec Cntr	629,075	603,507
35314 Conf & Rec Cntr - Banquet	324,635	334,331
35315 Recreation Programs	1,752,265	1,739,165
35316 ASA Tournament	-	-
35317 July 4th Celebration	142,505	142,765
95011 Non-Dept Zone A Parks	410,300	410,300
Total Expenditures	\$ 9,148,506	\$ 8,941,044
Net Change/Proposed Use of Fund Balance	\$ (446,248)	\$ (320,637)

Although two thirds of the Zone A Parks and Community Services programs are fee supported, property tax and parcel fee revenues have suffered the same fate as discussed earlier in relation to the recession. The General Fund provides a transfer of \$307,500 to support Zone A. Ultimately, if sufficient revenue is not available to pay for service levels, several options exist: 1) reduce services, 2) increase revenues either in parcel or program fees, or 3) provide additional General Fund support. Much like the street light issue, the General Fund is the final backstop source for underfunded services. Zone A will be targeted for analysis to solve the existing deficits and to provide long-term financial planning. Activities provided by Zone A are by and

large quality of life programs and facilities used by a large spectrum of the community. Many cities create policies for subsidizing or paying for certain programs. This is common for youth and senior programming. However, when the General Fund's current financial condition is considered, there is little room for this kind of support.

Successor Agency

The Governor and State Legislature approved the elimination of all Redevelopment Agencies (RDA) statewide in June 2011. After a review and decision by the State Supreme Court in December 2011, the City's RDA was eliminated as of January 31, 2012. The Successor Agency was created effective February 1, 2012 to assume the remnants of the RDA.

The initial State law (ABX1 26) was poorly written and difficult to implement. Staff has spent an inordinate amount of time attempting to navigate the law's complexities and the subsequent actions by the State Department of Finance. In June 2012 "clean-up" legislation (AB1484) was enacted by the Legislature. This created additional complexities and timeframes to navigate. Although work continues to sort out the final items of expenditure eligibility, the process is becoming more stabilized.

Table 6		
Proposed Operating Budget		
Successor Agency		
	FY 2013/14	FY 2014/15
Revenues		
Property Tax	\$ 9,238,000	\$ 9,238,000
Other Taxes	-	-
Charges for Services	-	-
Use of Money & Property	-	-
Fines & Forfeitures	-	-
Miscellaneous	-	-
Transfers In from General Fund	-	-
Transfers In from Non General Fund	-	-
Total Revenues	\$ 9,238,000	\$ 9,238,000
Expenditures		
20801 Successor Agency Admin	250,000	250,000
20802 Successor Agency Operating Fund	1,193,817	1,193,817
20820 Successor Agency Tax Revenue	-	-
20830 Successor Agy 2007 TABS A Debt S	2,260,000	2,275,000
94800 Non-Dept Successor Agency Admin	2,313,752	2,405,000
94820 Non-Dept Succ Agency Cap Project	-	-
98010 Non-Dept RDA Administration	-	-
Total Expenditures	\$ 6,017,569	\$ 6,123,817
Net Change/Proposed Use of Fund Balance	\$ 3,220,431	\$ 3,114,183

Electric Utility

The Moreno Valley Utility (MVU) manages the operation, maintenance and business planning of the City's electric utility. MVU's basic purpose is to purchase and distribute electricity to customers in newly developed areas of the City. The City began serving new customers in February 2004, and now serves more than 5,600 customers.

The main revenue source for this fund is derived from charges for services. The customer base includes residential, commercial and industrial customers. Staff continues to monitor the growth of the Utilities operations. Revenues are now sufficient to cover operating costs and debt service. The growth in customer base will continue to provide for the ability to create rate stabilization and replacement reserve funding.

There is an estimated \$2.5 million payment due by January 31, 2014, to satisfy an agreement to establish a "Rate Stabilization Fund". The agreement is with ENCO, the City's contractor which provided design, engineering, construction management and other consulting services to install, operate and maintain the electric system. Although MVU is expected to have cash available to pay this obligation, it would deplete cash reserves significantly. A General Fund reserve has been established to provide a loan to MVU if cash requirements dictate.

	FY 2013/14	FY 2014/15
Revenues		
Property Tax	\$ -	\$ -
Other Taxes	-	-
Charges for Services	18,915,548	19,285,102
Use of Money & Property	80,500	80,500
Fines & Forfeitures	-	-
Miscellaneous	123,488	125,878
Transfers In from General Fund	-	-
Transfers In from Non General Fund	-	-
Total Revenues	\$ 19,119,536	\$ 19,491,480
Expenditures		
45510 Electric Utility - General	15,591,767	15,862,669
45511 Public Purpose Program	721,300	846,300
45520 2007 Taxable Lease Rev Bonds	1,835,144	1,830,995
45530 2005 Lease Revenue Bonds	322,763	322,263
96010 Non-Dept Electric	-	-
96020 Non-Dept 2007 Taxable Lease Revenue	-	-
96030 Non-Dept 2005 Lease Revenue Bonds	-	-
Total Expenditures	\$ 18,470,974	\$ 18,862,227
Net Change/Proposed Use of Fund Balance	\$ 648,562	\$ 629,253

CITY COUNCIL ACTION ITEMS AND INITIATIVES

The City Council continues to work with staff to identify and provide for future opportunities in Moreno Valley. They are accepting the challenge of looking to the future of the City while dealing with the current realities of a difficult fiscal crisis that is threatening core service levels.

In February 2013, the City Council conducted a workshop and identified a list of action items and initiatives they want staff to focus on in the next 18-24 months. The list includes issues directly related to the City's current fiscal crisis as well as ideas targeted at providing future growth, revenue diversification and quality of life initiatives for Moreno Valley residents.

The framework is intended to provide transparency to City Council activities and decision processes, while assisting staff in prioritizing scarce resources available to provide services. Listed below are three main categories that encompass the action items from the Council Workshop. In addition to the actions contained in these categories, the Mayor and City Council have discussed and are moving forward with the drafting of a City Charter for Moreno Valley to be placed on a future ballot for voter consideration.

Current Fiscal Crisis

- Balance the General Fund budget in FY 2013/14
- Identify and discuss unfunded liabilities within the budget
- Review the need for surplus City owned property
- Augment street maintenance budgets within 1-2 years
- Conduct neighborhood budget meetings in each City Council district
- Support a revenue ballot measure

Quality of Life Initiatives

- Prepare a performing arts overlay
- Establish the Mayor's Committee of Increasing Graduation Rates
- Develop a neighborhood program
- Take an aggressive approach to flood control enforcement

Future Development and Revenue Diversification

- Focus economic development on the medical corridor
- Identify the highest and best use for the City-owned 60 acres on Nason Street
- Seek innovative measures to enhance economic development efforts
- Make creation of business incubators a higher priority
- Emphasize incentives for e-commerce fulfillment centers
- Continue to emphasize residential development
- Include Sunnymead Boulevard in the economic development focus

SUMMARY

The City of Moreno Valley has suffered from a prolonged revenue downslide since FY 2007/08. The extended recession affected all revenue sources in the General Fund. Total sources of funds plummeted from \$98 million in FY 2007/08 to a projected \$78 million in FY 2013/14. The City Council and staff reacted in a timely and strategic fashion in attempts to maintain and preserve services while waiting for revenues to stabilize. The 20% drop in revenues has meant significant action in the form of expenditure cuts and service level capabilities. The Deficit Elimination Plan (DEP) approved in 2011 provided an orderly guide to manage the process. It is now clear that these efforts have not been sufficient. A structural deficit exists and current service levels cannot be paid for with projected revenues. A fiscal crisis in the General Fund must be addressed immediately. The continued erosion of operating and emergency reserves will deplete the City's General Fund bank in three years at current deficit levels. This is an unacceptable outcome. The City Council directed staff to propose a balanced budget for FY 2013/14. This proposed budget plan accomplishes that goal. However, due to circumstances discussed earlier in this message the deficit returns in FY 2014/15. It is obvious that additional steps will be required to ensure core service levels while working toward future growth and revenue diversification.

Cuts have been made across all departments. Attempts were made to spare public safety services whenever possible. Much of the downsizing has been focused in non-public safety departments through FY 2012/13. However the proposed two-year plan includes over \$7 million in public safety cuts. These are unavoidable to close the deficit but they will have an impact on the City's public safety services.

Staff in all departments are working hard to keep service to the citizens and businesses in Moreno Valley at acceptable levels. The job is getting harder. Staffing reductions and general cutbacks to operating accounts have reduced capabilities to a minimum level. I thank each and every one of the City's employees and contract partners for their hard work and continued dedication.

At their February Workshop, the City Council was in consensus that the City needs to consider a ballot measure to create a new revenue source that can allow for the service demands of a growing community. It is obvious we are struggling as a community as population and business numbers grow and we are forced to reduce service response capabilities. Future development and growth continue to be a stated action goal for the City Council. There will come a time in the future when this returns much of the momentum that has been lost in the economic slide and the City can explore and implement important measures similar to the current initiatives in education and drafting a City charter. However, the unavoidable impacts of slow revenue growth and key costs that are growing at a faster pace will only worsen the condition in years to come without additional locally controlled revenue.

I express my sincere appreciation to all City departments for their work in preparation of this plan. Your efforts have ensured that service provision is at the highest level possible given the severe cutbacks that have occurred. These challenging times require everyone to rise to a new level of commitment and I see that each and every day. The City Council is also to be

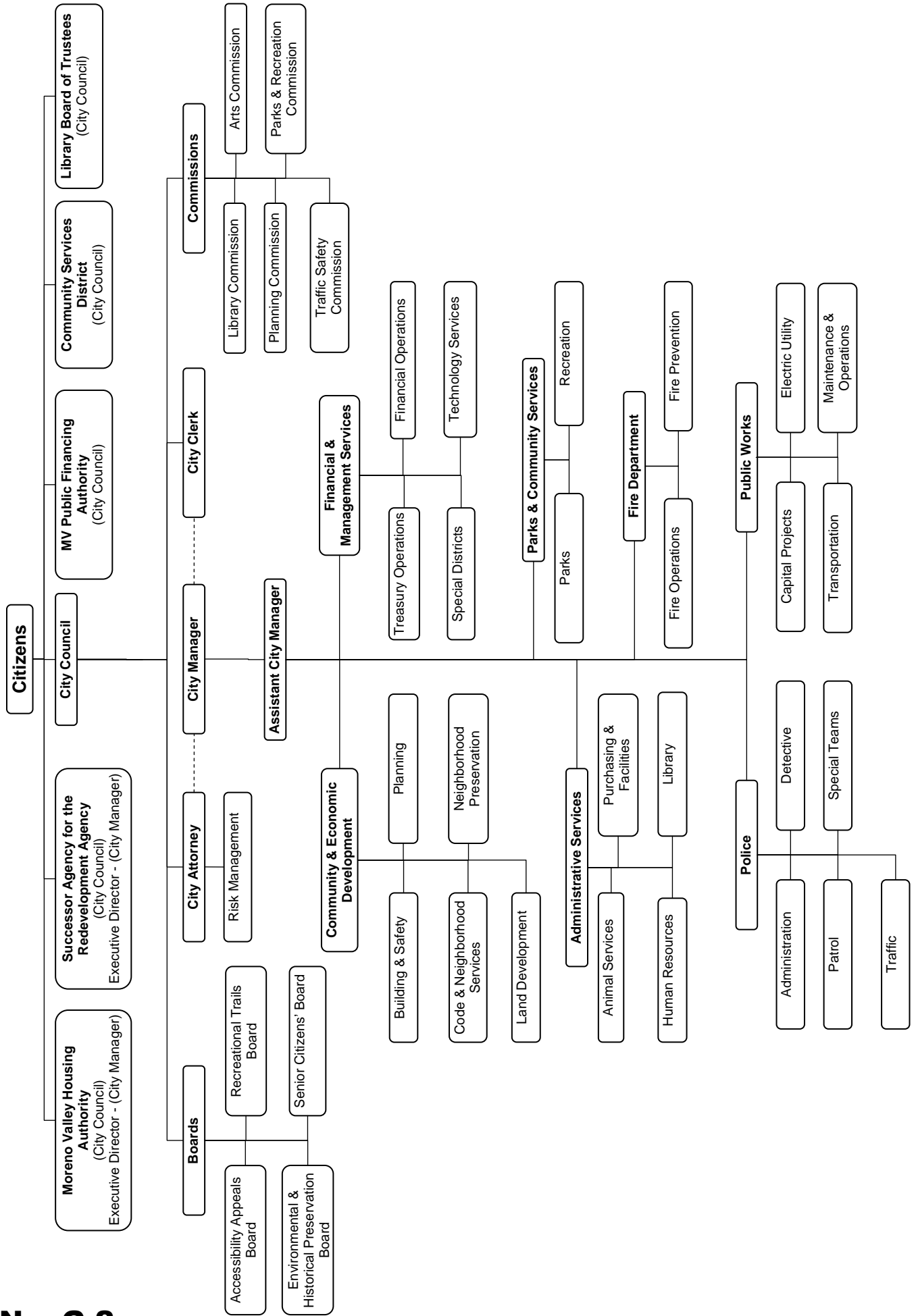
commended for their focus on the City's fiscal health. Difficult decisions have been required and they have risen to the challenge. I ask that we all continue to move in a positive direction as we make future decisions to right the ship. The citizens and businesses deserve our best and I'm confident we are up to the task.

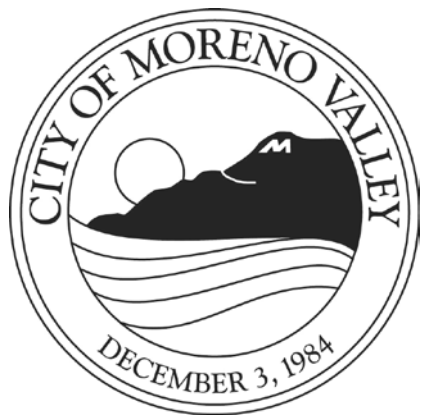
Finally, I thank the Budget Preparation Team and all staff that contributed to this proposed budget for their hard work.

Respectfully submitted,

Henry Garcia
City Manager

City of Moreno Valley Organization Chart





CITY OF MORENO VALLEY

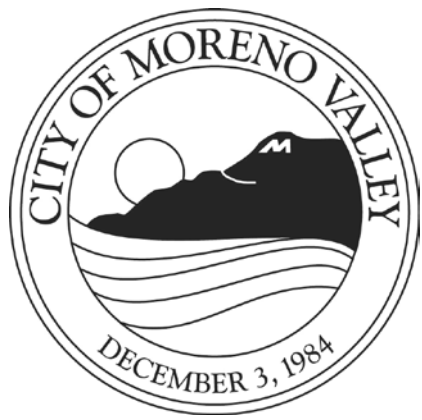
**MUNICIPAL OFFICIALS
FY 2013/14**

CITY COUNCIL

Tom Owings, Mayor
Marcelo Co, Mayor Pro Tem
Jesse L. Molina, Councilmember
Richard A. Stewart, Councilmember
Victoria Baca, Councilmember

EXECUTIVE OFFICERS

Henry Garcia, City Manager
Michelle Dawson, Assistant City Manager
Suzanne Bryant, Acting City Attorney
Jane Halstead, City Clerk
Barry Foster, Community & Economic Development Director
Richard Teichert, Chief Financial Officer/City Treasurer
Abdul Ahmad, Fire Chief
Tom DeSantis, Administrative Services Director
Michael McCarty, Parks & Community Services Director
Joel Ontiveros, Police Chief
Ahmad Ansari, P.E., Public Works Director/City Engineer



City of Moreno Valley
FY 2013/14 - 2014/15
City Position Summary

Position Title	FY	FY	FY	FY	FY	FY	FY	
	2011/12 Adj.	2011/12 No.	2012/13 Adj.	2012/13 No.	2013/14 Adj.	2013/14 No.	2014/15 Adj.	2014/15 No.
Accountant I	-	2	-	2	-	2	-	2
Accounting Asst	(2)	3	-	3	-	3	-	3
Accounting Technician	-	4	-	4	(1)	3	-	3
Accounts Payable Supervisor	-	1	-	1	-	1	-	1
Administrative Asst	-	5	-	5	2	7	-	7
Administrative Services Dir	-	1	-	1	-	1	-	1
After School Prog Coordinator	(4)	-	-	-	-	-	-	-
After School Prog Specialist	(8)	-	-	-	-	-	-	-
After School Prog Supervisor	(1)	-	-	-	-	-	-	-
Animal Care Technician	-	4	-	4	-	4	-	4
Animal Control Officer	-	7	-	7	-	7	-	7
Animal Services Asst	-	2	-	2	-	2	-	2
Animal Svcs Dispatcher	(1)	1	-	1	1	2	-	2
Animal Svcs Division Manager	-	1	-	1	-	1	-	1
Animal Svcs Field Supervisor	-	1	-	1	-	1	-	1
Animal Svcs License Inspector	-	1	-	1	-	1	-	1
Animal Svcs Office Supervisor	-	1	-	1	-	1	-	1
Applications & DB Admin	-	1	-	1	-	1	-	1
Applications Analyst	-	1	-	1	-	1	-	1
Assistant City Attorney	-	-	-	-	-	-	-	-
Assistant City Clerk	-	-	-	-	-	-	-	-
Assoc Environmental Engineer	-	1	-	1	-	1	-	1
Associate Engineer	(1)	5	-	5	-	5	-	5
Associate Planner	-	4	-	4	(1)	3	-	3
Asst Buyer	-	2	-	2	-	2	-	2
Asst City Manager	-	1	-	1	-	1	-	1
Asst Crossing Guard Spvr	-	1	-	1	-	1	-	1
Asst Network Administrator	-	1	-	1	-	1	-	1
Asst to the City Manager	-	1	-	1	-	1	-	1
Asst. Applications Analyst	-	-	-	-	-	-	-	-
Banquet Facility Rep	-	1	-	1	-	1	-	1
Budget Officer	(1)	-	1	1	-	1	-	1
Building & Neighborhood Services Div Mgr	-	-	-	-	1	1	-	1
Building Div Mgr / Official	-	1	-	1	(1)	-	-	-
Building Inspector I I	-	4	-	4	-	4	-	4
Bus. Support & Neigh Prog Admin	-	1	-	1	(1)	-	-	-
Cable TV Producer	-	2	-	2	-	2	-	2
Chief Financial Officer/City Treas	-	1	-	1	-	1	-	1
Child Care Asst	-	5	-	5	(1)	4	-	4
Child Care Instructor I I	-	5	-	5	(1)	4	-	4
Child Care Program Manager	-	1	-	1	-	1	-	1
Child Care Site Supervisor	-	5	-	5	(1)	4	-	4
City Attorney	-	1	-	1	-	1	-	1
City Clerk	-	1	-	1	-	1	-	1
City Manager	-	1	-	1	-	1	-	1
Code & Neigh Svcs Official	-	1	-	1	(1)	-	-	-
Code Compliance Field Sup.	-	-	-	-	-	-	-	-
Code Compliance Officer I	-	-	-	-	1	1	-	1
Code Compliance Officer I I	-	5	-	5	-	5	-	5
Code Supervisor	-	-	-	-	1	1	-	1
Comm & Economic Dev Director	-	1	-	1	-	1	-	1
Community Dev Director	(1)	-	-	-	-	-	-	-
Community Svcs Supervisor	-	1	-	1	-	1	-	1

City of Moreno Valley
FY 2013/14 - 2014/15
City Position Summary

Position Title	FY	FY	FY	FY	FY	FY	FY	
	2011/12 Adj.	2011/12 No.	2012/13 Adj.	2012/13 No.	2013/14 Adj.	2013/14 No.	2014/15 Adj.	2014/15 No.
Construction Inspector	1	5	-	5	-	5	-	5
Crossing Guard	-	35	-	35	-	35	-	35
Crossing Guard Supervisor	-	1	-	1	-	1	-	1
Customer Service Asst	-	1	-	1	(1)	-	-	-
Dep PW Dir /Asst City Engineer	-	1	-	1	-	1	-	1
Deputy City Attorney I I I	-	2	-	2	(2)	-	-	-
Deputy City Clerk	-	1	-	1	-	1	-	1
Deputy City Manager	-	-	-	-	-	-	-	-
Development Svcs Coordinator	-	1	(1)	-	-	-	-	-
Electric Utility Division Mgr	-	1	-	1	-	1	-	1
Electric Utility Program Coord	-	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	(1)	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svcs Prog Mgr	-	1	-	1	-	1	-	1
Engineering Division Manager	-	1	-	1	-	1	-	1
Engineering Technician I I	-	1	-	1	-	1	-	1
Enterprise Systems Admin	-	1	-	1	-	1	-	1
Environmental Analyst	-	1	-	1	-	1	-	1
Equipment Operator	-	4	-	4	-	4	-	4
Exec Asst to Mayor / City Council	-	1	-	1	-	1	-	1
Exec. Assistant to the City Manager	-	-	-	-	-	-	-	-
Executive Asst I	-	7	2	9	-	9	-	9
Executive Asst I I	-	1	-	1	-	1	-	1
Facilities Maint Mechanic	-	1	-	1	-	1	-	1
Facilities Maint Worker	-	3	-	3	-	3	-	3
Facilities Maintenance Spvr	(1)	-	-	-	-	-	-	-
Financial Operations Div Mgr	-	1	-	1	-	1	-	1
* Fire Inspector I	-	-	-	-	2	2	1	3
Fire Inspector I I	-	2	-	2	-	2	-	2
Fire Marshall	-	1	-	1	-	1	-	1
Fire Safety Specialist	-	1	-	1	1	2	-	2
Fleet Supervisor	-	-	-	-	-	-	-	-
GIS Administrator	-	1	-	1	-	1	-	1
GIS Specialist	-	1	-	1	-	1	-	1
GIS Technician	-	1	(1)	-	-	-	-	-
Housing Program Coordinator	-	1	-	1	-	1	-	1
Housing Program Specialist	-	3	-	3	(3)	-	-	-
Human Resources Analyst	-	1	-	1	-	1	-	1
Human Resources Div Manager	-	-	-	-	-	-	-	-
Human Resources Technician	(1)	1	(1)	-	-	-	-	-
Info Technology Technician	-	2	-	2	-	2	-	2
Landscape Development Coord	-	1	(1)	-	-	-	-	-
Landscape Irrigation Tech	-	1	-	1	-	1	-	1
Landscape Svcs Inspector	(2)	5	(2)	3	(1)	2	-	2
Lead Animal Care Technician	-	1	-	1	-	1	-	1
Lead Facilities Maint Worker	-	-	-	-	-	-	-	-
Lead Maintenance Worker	-	3	-	3	-	3	-	3
Lead Parks Maint Worker	-	5	-	5	-	5	-	5
Lead Traffic Sign/Marking Tech	-	2	-	2	-	2	-	2
Lead Vehicle / Equip Tech	-	1	-	1	-	1	-	1
Legal Secretary	-	1	-	1	-	1	-	1
Lib Serv Div Mgr	-	1	-	1	-	1	-	1
Librarian	-	4	-	4	-	4	-	4
Library Asst	-	13	-	13	-	13	-	13

City of Moreno Valley
FY 2013/14 - 2014/15
City Position Summary

Position Title	FY	FY	FY	FY	FY	FY	FY	
	2011/12 Adj.	2011/12 No.	2012/13 Adj.	2012/13 No.	2013/14 Adj.	2013/14 No.	2014/15 Adj.	2014/15 No.
Library Circulation Supervisor	-	1	-	1	-	1	-	1
Maint & Operations Div Mgr	-	1	-	1	-	1	-	1
* Maintenance Worker I	-	-	-	-	7	7	1	8
Maintenance Worker II	-	13	-	13	-	13	-	13
Management Analyst	-	11	3	14	(1)	13	-	13
Management Asst	-	3	-	3	-	3	-	3
Media & Production Coordinator	-	1	-	1	-	1	-	1
Network Administrator	-	1	-	1	-	1	-	1
Network System Specialist	-	-	-	-	-	-	-	-
Office Asst	-	1	-	1	-	1	-	1
Park Ranger	-	3	-	3	-	3	-	3
Parking Control Officer	-	2	-	2	-	2	-	2
Parks & Comm Svcs Director	-	1	-	1	-	1	-	1
Parks & Comm Svcs Div Mgr	-	-	1	1	-	1	-	1
Parks Maint Division Manager	-	1	(1)	-	-	-	-	-
Parks Maint Supervisor	-	2	-	2	-	2	-	2
Parks Maint Worker	-	13	-	13	-	13	-	13
Parks Projects Coordinator	-	1	-	1	-	1	-	1
Payroll Supervisor	-	1	-	1	-	1	-	1
Permit Technician	-	6	-	6	-	6	-	6
Planning Commissioner	-	7	-	7	-	7	-	7
Planning Div Mgr / Official	-	1	-	1	-	1	-	1
Principal Accountant	-	1	-	1	-	1	-	1
Purch & Facilities Div Mgr	-	1	-	1	-	1	-	1
PW Director / City Engineer	-	1	-	1	-	1	-	1
PW Program Manager	-	-	-	-	-	-	-	-
Recreation Program Coord	-	2	(1)	1	-	1	-	1
Recreation Program Leader	-	7	-	7	-	7	-	7
Recreation Supervisor	-	-	1	1	-	1	-	1
* Recycling Specialist	-	-	-	-	1	1	-	1
Resource Analyst	-	-	-	-	-	-	-	-
Risk Division Manager	-	1	(1)	-	-	-	-	-
Security Guard	(1)	2	-	2	-	2	-	2
Spec Dist Budg & Accting Spvr	(1)	-	-	-	-	-	-	-
Spec Districts Div Mgr	-	1	-	1	-	1	-	1
Special Districts Prog Mgr	-	1	-	1	-	1	-	1
Sr Accountant	-	1	-	1	-	1	-	1
Sr Administrative Asst	(5)	14	2	16	(1)	15	-	15
Sr Applications Analyst	-	-	-	-	-	-	-	-
Sr Citizens Center Coord	-	1	-	1	-	1	-	1
Sr Code Compliance Officer	(1)	-	-	-	-	-	-	-
Sr Customer Service Asst	-	3	-	3	-	3	-	3
Sr Deputy Clerk	-	-	-	-	-	-	-	-
Sr Electrical Engineer	-	1	-	1	-	1	-	1
Sr Engineer, P.E.	(2)	9	-	9	-	9	-	9
Sr Engineering Technician	-	1	-	1	-	1	-	1
Sr Equipment Operator	-	1	-	1	-	1	-	1
Sr Financial Analyst	-	2	-	2	-	2	-	2
Sr GIS Analyst	-	1	-	1	-	1	-	1
Sr Graphics Designer	-	1	-	1	-	1	-	1
Sr Human Resources Analyst	-	1	-	1	-	1	-	1
Sr IT Technician	-	-	-	-	-	-	-	-
Sr Landscape Svcs Inspector	-	1	-	1	-	1	-	1

City of Moreno Valley
 FY 2013/14 - 2014/15
 City Position Summary

Position Title	FY	FY	FY	FY	FY	FY	FY	
	2011/12 Adj.	2011/12 No.	2012/13 Adj.	2012/13 No.	2013/14 Adj.	2013/14 No.	2014/15 Adj.	2014/15 No.
Sr Management Analyst	-	2	-	2	-	2	-	2
Sr Office Asst	(1)	5	-	5	-	5	-	5
Sr Park Ranger	(1)	-	-	-	-	-	-	-
Sr Parking Control Officer	-	1	-	1	-	1	-	1
Sr Parks Maint Technician	-	1	1	2	-	2	-	2
Sr Payroll Technician	-	1	-	1	-	1	-	1
Sr Permit Technician	-	2	-	2	-	2	-	2
Sr Planner	-	2	-	2	-	2	-	2
Sr Recreation Program Leader	-	2	-	2	-	2	-	2
Sr Telecomm Technician	-	1	-	1	-	1	-	1
Sr Traffic Engineer	-	1	-	1	-	1	-	1
Sr Traffic Signal Technician	-	1	-	1	-	1	-	1
Storekeeper	-	1	-	1	-	1	-	1
Storm Water Prog Mgr	-	1	-	1	-	1	-	1
Street Maintenance Supervisor	-	2	-	2	-	2	-	2
Technology Services Div Mgr	-	1	-	1	-	1	-	1
Telecomm Engineer / Admin	-	1	-	1	-	1	-	1
Telecomm Technician	-	1	-	1	-	1	-	1
Traffic Operations Supervisor	-	1	-	1	-	1	-	1
Traffic Sign / Marking Tech I	-	1	-	1	-	1	-	1
Traffic Sign/Marking Tech II	-	2	-	2	-	2	-	2
Traffic Signal Technician	-	2	-	2	-	2	-	2
Trans Div Mgr / City Traf Engr	-	1	-	1	-	1	-	1
Treasury Operations Div Mgr	-	1	-	1	-	1	-	1
Tree Trimmer	-	1	-	1	-	1	-	1
* Vehicle / Equipment Technician	-	2	-	2	1	3	-	3
Web Master	-	-	-	-	-	-	-	-
Subtotal	(35)	376	2	378	1	379	2	381
* Temporary Positions	(44)	121	(17)	104	(15)	89	(1)	88
Total	(79)	497	(15)	482	(14)	468	1	469

* The Position Summary reflects the conversion of certain temporary positions into full time career positions.

City of Moreno Valley Budget Process

The budget process for the City of Moreno Valley generally begins in December each year with a kick-off meeting. The City Manager outlines the goals and directives for the development of the upcoming budget. Budget parameters are provided to the departments based on a preliminary revenue forecast and current economic conditions. The Financial & Management Services Department distributes the budget calendar, instructions, forms, and budget worksheets to the departments. The Financial & Management Services Department, along with the Public Works Department, coordinates the equipment replacement requests. Public Works coordinates the capital improvement project requests.

After the departments have input their budget requests, the Financial & Management Services Department reviews, analyzes, compiles the data, and calculates the total expense budget requested, as well as refining revenue estimates for the upcoming fiscal year. The Budget Review Committee then holds budget meetings to review departmental submittals. Subsequently, the City Manager provides direction to finalize the proposed budget and the Financial & Management Services Department prepares the proposed budget document reflecting the City Manager's direction. The City Manager submits the proposed budget to City Council and a public hearing is held. The Council conducts several budget study sessions and/or budget deliberations. City Council then adopts the budget prior to the beginning of the fiscal year.

After the budget is adopted, the Financial & Management Services Department integrates the budgetary data into the City's financial system at the beginning of the fiscal year. Financial reports are available on-line to the departments to monitor budget performance throughout the year. A monthly financial report is also prepared by the Financial & Management Services Department each month, analyzing budget-to-actual results. This report is reviewed with the City Manager and executive staff; then distributed to departmental management.

First Quarter and Mid-Year Budget Reviews are presented to the City Council to review budget-to-actual results for both revenues and expenditures. The Mid-Year Budget Review also includes a fiscal year-end projection such that adjustments in staffing and other budgetary resources may be made per Council's direction. Appropriation adjustments requested by departments are also considered during the Mid-Year Budget Review.

Budget Amendments: Supplemental appropriations requested during the fiscal year, when necessitating the use of reserves/fund balance, require approval by the City Council. Supplemental appropriations requested during the fiscal year with offsetting revenues and budget adjustments between funds and departments are approved by the City Manager throughout the fiscal year.

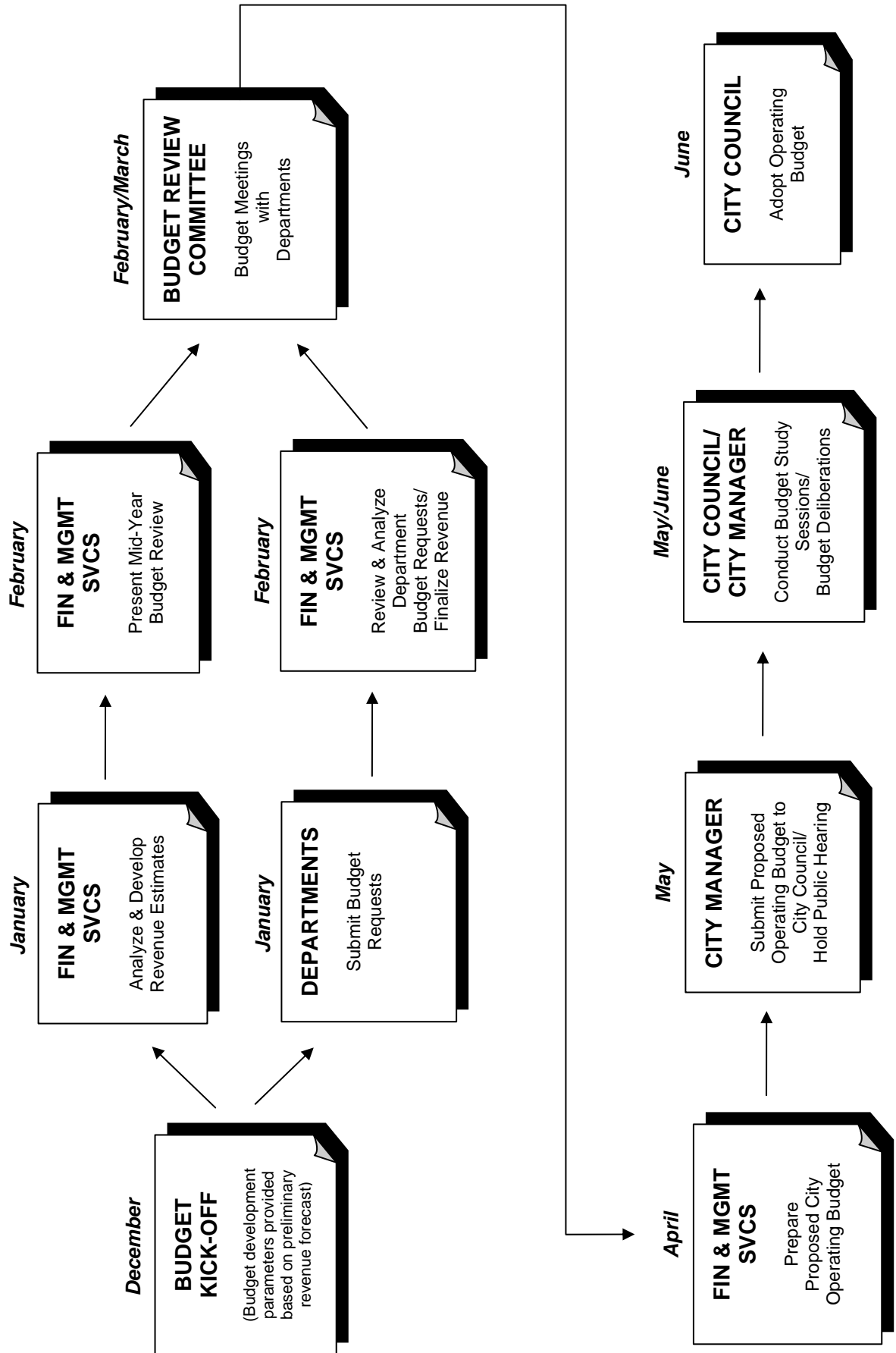
Basis of Budgeting: The City uses the modified accrual basis in budgeting governmental funds. As such, obligations of the City, including outstanding purchase orders, are budgeted as expenditures and revenues are recognized when they are both measurable and available to fund current expenditures.

The City has an enterprise fund for its Electric Utility. The City also utilizes internal service funds for its facilities, technology services operations, and for its insurance and liability programs. The budgets for the enterprise and internal service funds are prepared on a full accrual basis, with expenses recognized when incurred and revenues recognized when due the City.

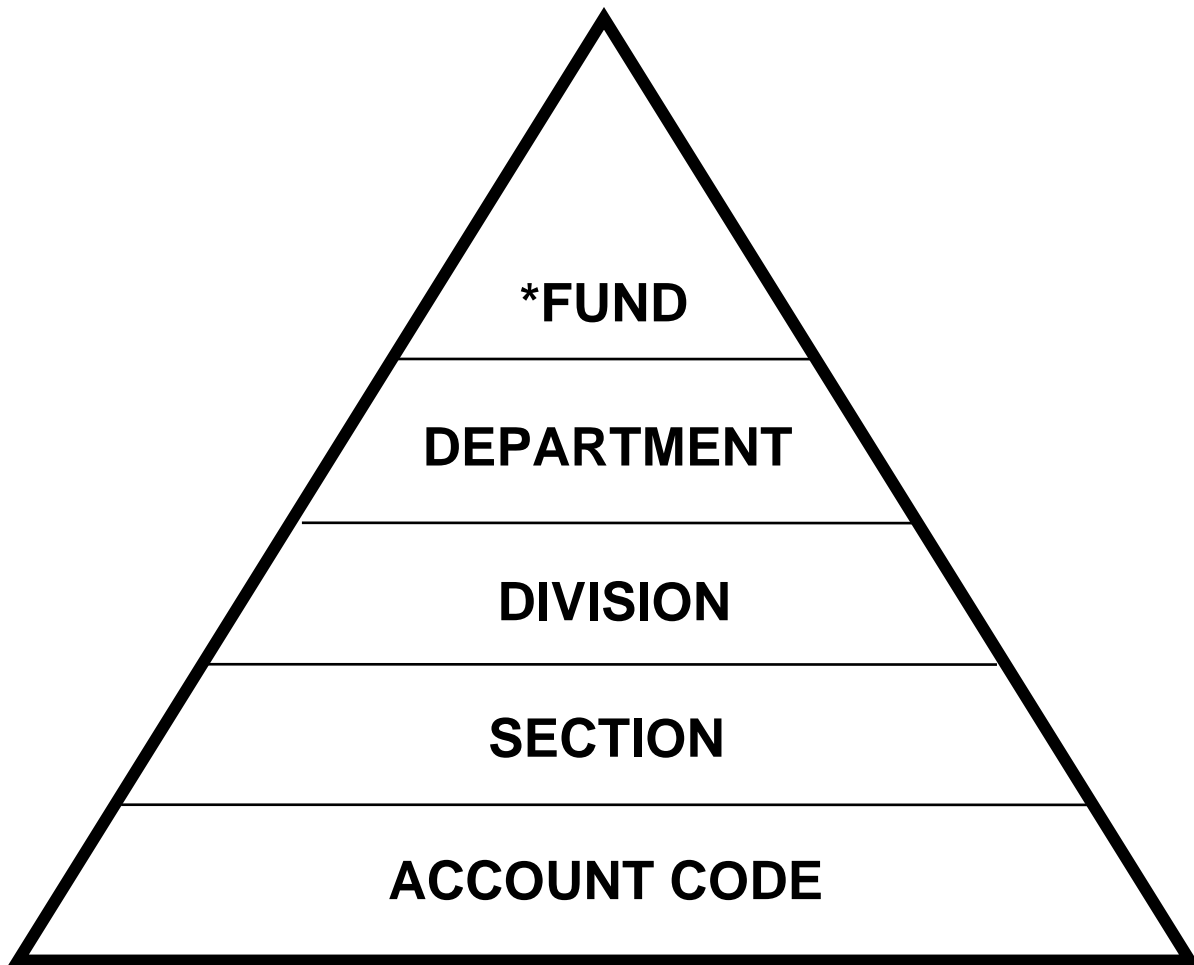
Budgetary Data: Annual budgets are legally adopted for all funds on a basis consistent with generally accepted accounting principles.

The following Flow chart depicts the City's annual budget process.

City of Moreno Valley Operating Budget Process Flow Chart



City of Moreno Valley Financial Structure



*Council adopts the Citywide Operating Budget at the FUND Level.

The City of Moreno Valley's financial system is organized around a structure that is commonly found in most public agencies, as described below.

FUND

Each Fund represents a self-balancing group of accounts and a balance sheet that allows for the proper segregation of the City's financial resources.

For example, the General Fund accounting structure accumulates and tracks funds collected for the purpose of providing services that fulfill the general government role of the City. These services include essential public safety functions of Police, Fire and Animal Control, as well as the central administration functions of the City Council, City Manager's office, City Attorney's office, City Clerk's office, Administrative Services Department, and portions of the Financial & Management Services Department.

DEPARTMENT

The functions carried out by the City are organized by Department. The leadership and staff assigned to each department are charged with carrying out these assigned functions.

The City's Departments/Offices are listed below:

- City Council
- City Clerk
- City Manager
- City Attorney's Office
- Community & Economic Development Department
- Financial & Management Services Department
- Fire Department
- Administrative Services Department
- Parks & Community Services Department
- Police Department
- Public Works Department

DIVISION

In certain instances, functions carried out by a particular department are numerous and diverse. In these instances, leadership within a department is further organized by divisions as reflected in the City's organization chart.

SECTION

The Section is used within the City's financial system to identify a division or program area within a department. A department can have one or more cost centers assigned to it in order to capture costs for each separate function.

ACCOUNT CODE

The basic unit of the City's financial system is the account code. Its purpose is to provide a means of separating each type of cost from another.

The City of Moreno Valley maintains this type of formal structure to maintain accountability over the assets and other financial resources for which it has control.

FY 2013/14 and FY 2014/15 Budget Development Guidelines

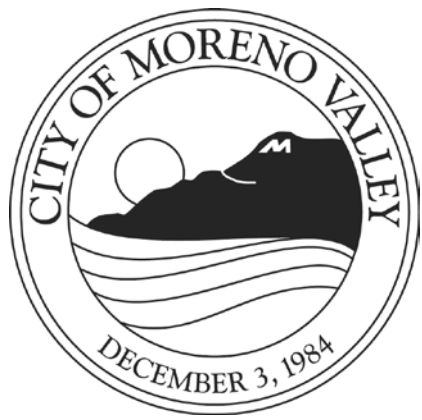
The following guidelines have been approved by the City Council and should be utilized for development of the FY 2013/14 and FY 2014/15 budgets:

- Departments will submit budgets that reflect no change in staffing or service levels from FY 2012/13.
- Personnel budgets will be based on current compensation levels, as follows:
 - Continuation of the 36-hour work week and corresponding 10% salary reduction;
 - Continued suspension of merit increases; and
 - No cost-of-living adjustment (COLA).
- Any reinstatement of the above compensation items will be by policy direction of the City Council.
- A general inflation factor will not be applied to contractual services or maintenance/operations line items; if multi-year contracts are in place that provide for inflationary adjustments, departments will make every effort to renegotiate these contracts to maintain expenditures at their current levels.
- Following review by the Budget Review Committee, the City Manager will submit a Preliminary Base Budget reflecting the above guidelines. Based on the current budget analysis, it is anticipated that General Fund Base Service Level Budget will be balanced for FY 2013/14 and reflect a deficit of approximately \$1 million for FY 2014/15.
- Due to the significant level of budget reductions implemented over the past five years it is expected that virtually all budget reductions will have a “High” service level impact; either internally, externally, or both.

**FY 2013/14
OPERATING BUDGET PREPARATION INSTRUCTIONS**

2013/14 Department Requests

- Budget will be keyed into the Logos system.
- Follow the Logos Training Budget Manual which will be provided during Logos training and can be found on the Intranet for FY 2013/14 budget preparation.
- The “Dept. Request” column has been populated with the 2012/13 Adopted budget amounts.
- All attached line-item detail will need to be updated by departments. Updating the line item detail attachment does **NOT** update the budget amounts in Logos.
- Salaries & benefits will be adjusted to reflect defunded positions.
- With the exception of employees hired under an Employment Agreement, salaries for vacant positions that are still funded have been budgeted at the “C” step of the applicable salary range; benefits for such vacant positions have been reduced in accordance with the new three-tier benefit structure.
- Salaries-TEMPORARY & Salaries-OVERTIME are the responsibility of each department. Please make sure your department reviews these amounts.
- Although fixed assets may meet replacement guidelines, try to extend the useful life and keep the asset in service longer if possible. Consult with FMS before budgeting for replacement of a fixed asset. (Note: Replacement assets are budgeted net of accumulated depreciation.)



City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CITY-WIDE FUND BALANCES

Department/Fund	Projected Available Fund Balance June 30, 2013	Revenues FY 2013/14	Transfers In
GENERAL FUND *			
GENERAL FUND	\$ 22,748,180	\$ 76,925,395	\$ 914,538
COMMUNITY SERVICES DISTRICT			
LIBRARY SERVICES	(22,528)	1,354,000	519,708
ZONE A PARKS	2,580,946	8,278,122	424,136
SPECIAL DISTRICT FUNDS	7,657,673	6,677,530	999,400
SUCCESSOR AGENCY			
SUCCESSOR AGENCY	9,313,459	9,238,000	-
HOUSING AUTHORITY			
HOUSING AUTHORITY	33,406,296	15,000	-
SPECIAL REVENUE FUNDS			
GAS TAX	1,354,925	5,064,755	160,000
ENDOWMENT FUNDS	189,334	3,000	-
COMMUNITY DEVELOPMENT BLOCK GRANTS	1,438,249	2,710,280	-
DEVELOPMENT IMPACT FEES	5,884,919	629,900	1,135,898
HOME(FEDERAL)	3,160,785	902,077	-
MEASURE A	16,087,434	9,136,455	424,939
OTHER GRANTS & SPECIAL REVENUES	(1,062,697)	13,973,767	266,995
CAPITAL PROJECTS			
2005 LEASE REV BONDS-CAP ADMIN	1,127,305	-	-
CAPITAL ADMIN FUNDS	20,727	-	252,300
CAPITAL PROJECT FUNDS	37,113,574	6,196,000	1,411,300
ELECTRIC UTILITY *			
ELECTRIC UTILITY	1,812,881	19,119,536	-
INTERNAL SERVICE FUNDS			
GENERAL LIABILITY INSURANCE	48,050	793,152	-
WORKERS' COMPENSATION	2,074,466	785,600	-
TECHNOLOGY SERVICES	8,190,703	4,622,300	-
FACILITIES MAINTENANCE	12,033,134	4,481,586	-
EQUIPMENT MAINTENANCE	117,779	798,134	-
EQUIPT REPLACEMENT RESERVE	20,306,797	2,284,402	-
DEBT SERVICE			
2005 LEASE REV BONDS-DEBT SVC	8,792,354	-	2,647,973
OPERATING & CAPITAL DEBT SERVICE	2,822,982	170,500	2,696,379
Total	\$ 197,197,727	\$ 174,159,491	\$ 11,853,566

* Represents unrestricted fund balances available for payment of debt service, capital improvements, or other annual operating costs.

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CITY-WIDE FUND BALANCES

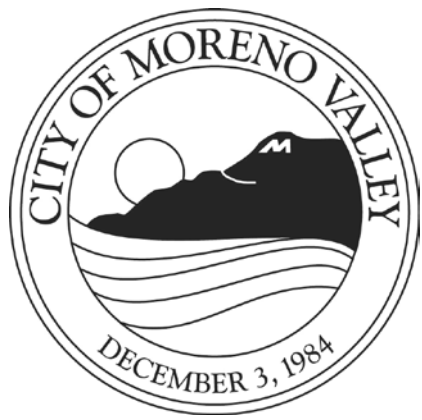
Department/Fund	Total Sources of Funds FY 2013/14	Operating Expenditures FY 2013/14	Capital Expenditures FY 2013/14
GENERAL FUND *			
GENERAL FUND	\$ 77,839,933	\$ 75,489,533	\$ -
COMMUNITY SERVICES DISTRICT			
LIBRARY SERVICES	1,873,708	1,812,217	-
ZONE A PARKS	8,702,258	8,988,506	-
SPECIAL DISTRICT FUNDS	7,676,930	7,702,967	-
SUCCESSOR AGENCY			
SUCCESSOR AGENCY	9,238,000	3,703,817	-
HOUSING AUTHORITY			
HOUSING AUTHORITY	15,000	-	-
SPECIAL REVENUE FUNDS			
GAS TAX	5,224,755	5,332,697	-
ENDOWMENT FUNDS	3,000	-	-
COMMUNITY DEVELOPMENT BLOCK GRANTS	2,710,280	2,575,197	-
DEVELOPMENT IMPACT FEES	1,765,798	-	-
HOME(FEDERAL)	902,077	902,077	-
MEASURE A	9,561,394	1,361,795	-
OTHER GRANTS & SPECIAL REVENUES	14,240,762	14,531,975	-
CAPITAL PROJECTS			
2005 LEASE REV BONDS-CAP ADMIN	-	-	-
CAPITAL ADMIN FUNDS	252,300	252,300	-
CAPITAL PROJECT FUNDS	7,607,300	-	-
ELECTRIC UTILITY *			
ELECTRIC UTILITY	19,119,536	18,470,974	-
INTERNAL SERVICE FUNDS			
GENERAL LIABILITY INSURANCE	793,152	1,427,891	-
WORKERS' COMPENSATION	785,600	698,685	-
TECHNOLOGY SERVICES	4,622,300	5,416,226	-
FACILITIES MAINTENANCE	4,481,586	3,993,947	-
EQUIPMENT MAINTENANCE	798,134	788,963	-
EQUIPT REPLACEMENT RESERVE	2,284,402	120,000	-
DEBT SERVICE			
2005 LEASE REV BONDS-DEBT SVC	2,647,973	2,642,900	-
OPERATING & CAPITAL DEBT SERVICE	2,866,879	2,515,900	-
Total	\$ 186,013,057	\$ 158,728,567	\$ -

* Represents unrestricted fund balances available for payment of debt service, capital improvements, or other annual operating costs.

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
CITY-WIDE FUND BALANCES

Department/Fund	Transfers Out	Total Uses of Funds FY 2013/14	Projected Available Fund Balance June 30, 2014
GENERAL FUND *			
GENERAL FUND	\$ 2,284,003	\$ 77,773,536	\$ 22,814,577
COMMUNITY SERVICES DISTRICT			
LIBRARY SERVICES	-	1,812,217	38,963
ZONE A PARKS	160,000	9,148,506	2,134,698
SPECIAL DISTRICT FUNDS	-	7,702,967	7,631,636
SUCCESSOR AGENCY			
SUCCESSOR AGENCY	2,313,752	6,017,569	12,533,890
HOUSING AUTHORITY			
HOUSING AUTHORITY	-	-	33,421,296
SPECIAL REVENUE FUNDS			
GAS TAX	-	5,332,697	1,246,983
ENDOWMENT FUNDS	-	-	192,334
COMMUNITY DEVELOPMENT BLOCK GRANTS	-	2,575,197	1,573,332
DEVELOPMENT IMPACT FEES	3,464,500	3,464,500	4,186,217
HOME(FEDERAL)	-	902,077	3,160,785
MEASURE A	-	1,361,795	24,287,033
OTHER GRANTS & SPECIAL REVENUES	-	14,531,975	(1,353,910)
CAPITAL PROJECTS			
2005 LEASE REV BONDS-CAP ADMIN	-	-	1,127,305
CAPITAL ADMIN FUNDS	-	252,300	20,727
CAPITAL PROJECT FUNDS	1,135,898	1,135,898	43,584,976
ELECTRIC UTILITY *			
ELECTRIC UTILITY	-	18,470,974	2,461,443
INTERNAL SERVICE FUNDS			
GENERAL LIABILITY INSURANCE	43,950	1,471,841	(630,639)
WORKERS' COMPENSATION	4,500	703,185	2,156,881
TECHNOLOGY SERVICES	-	5,416,226	7,396,777
FACILITIES MAINTENANCE	816,063	4,810,010	11,704,710
EQUIPMENT MAINTENANCE	-	788,963	126,950
EQUIPT REPLACEMENT RESERVE	1,378,600	1,498,600	21,092,599
DEBT SERVICE			
2005 LEASE REV BONDS-DEBT SVC	-	2,642,900	8,797,427
OPERATING & CAPITAL DEBT SERVICE	252,300	2,768,200	2,921,661
Total	\$ 11,853,566	\$ 170,582,133	\$ 212,628,651

* Represents unrestricted fund balances available for payment of debt service, capital improvements, or other annual operating costs.



City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary

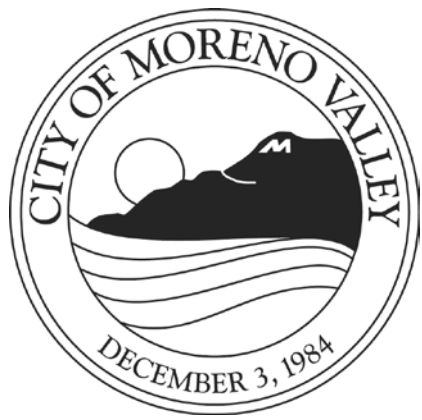
	General Fund	Community Services District	Successor Agency
Revenues:			
Taxes:			
Property Tax	\$ 9,647,100	\$ 3,188,300	\$ 9,238,000
Property Tax in-lieu	13,640,000	-	-
Utility Users Tax	16,114,000	-	-
Sales Tax	15,570,000	-	-
Other Taxes	7,965,000	1,000,000	-
State Gasoline Tax	-	-	-
Licenses & Permits	1,514,000	-	-
Intergovernmental	265,000	-	-
Charges for Services	8,869,395	11,437,031	-
Use of Money & Property	2,688,000	614,221	-
Fines & Forfeitures	601,500	50,000	-
Miscellaneous	51,400	20,100	-
Total Revenues	76,925,395	16,309,652	9,238,000
Expenditures:			
Personnel Services	13,572,861	6,677,542	203,253
Contractual Services	60,090,859	7,206,308	195,764
Material & Supplies	1,161,371	1,106,440	2,800
Debt Service	-	-	2,740,000
Fixed Charges	539,442	3,513,400	562,000
Fixed Assets	125,000	-	-
Total Expenditures	75,489,533	18,503,690	3,703,817
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	1,435,862	(2,194,038)	5,534,183
Transfers:			
Transfers In	914,538	1,943,244	-
Transfers Out	2,284,003	160,000	2,313,752
Net Transfers	(1,369,465)	1,783,244	(2,313,752)
Total Revenues & Transfers In	77,839,933	18,252,896	9,238,000
Total Expenditures & Transfers Out	77,773,536	18,663,690	6,017,569
Net Change or Proposed Use of Fund Balance	\$ 66,397	\$ (410,794)	\$ 3,220,431

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary

	Housing	Special Revenue Fund	Capital Projects
Revenues:			
Taxes:			
Property Tax	\$ -	\$ 2,700	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	382,000	-
State Gasoline Tax	-	5,042,755	-
Licenses & Permits	-	-	-
Intergovernmental	-	22,530,453	6,195,000
Charges for Services	-	1,949,802	-
Use of Money & Property	15,000	358,074	-
Fines & Forfeitures	-	60,000	-
Miscellaneous	-	2,094,450	1,000
Total Revenues	15,000	32,420,234	6,196,000
Expenditures:			
Personnel Services	-	7,305,824	-
Contractual Services	-	13,751,751	11,000
Material & Supplies	-	1,660,735	-
Debt Service	-	331,300	-
Fixed Charges	-	1,654,131	241,300
Fixed Assets	-	-	-
Total Expenditures	-	24,703,741	252,300
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>15,000</i>	<i>7,716,493</i>	<i>5,943,700</i>
Transfers:			
Transfers In	-	1,987,832	1,663,600
Transfers Out	-	3,464,500	1,135,898
Net Transfers	-	(1,476,668)	527,702
Total Revenues & Transfers In	15,000	34,408,066	7,859,600
Total Expenditures & Transfers Out	-	28,168,241	1,388,198
Net Change or Proposed Use of Fund Balance	\$ 15,000	\$ 6,239,825	\$ 6,471,402

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary

	Electric Utility	Internal Service Funds	Debt Service	Grand Total
Revenues:				
Taxes:				
Property Tax	\$ -	\$ -	\$ -	\$ 22,076,100
Property Tax in-lieu	-	-	-	13,640,000
Utility Users Tax	-	-	-	16,114,000
Sales Tax	-	-	-	15,570,000
Other Taxes	-	-	169,900	9,516,900
State Gasoline Tax	-	-	-	5,042,755
Licenses & Permits	-	-	-	1,514,000
Intergovernmental	-	-	-	28,990,453
Charges for Services	18,915,548	9,920,636	-	51,092,412
Use of Money & Property	80,500	-	600	3,756,395
Fines & Forfeitures	-	-	-	711,500
Miscellaneous	123,488	3,844,538	-	6,134,976
Total Revenues	19,119,536	13,765,174	170,500	174,159,491
Expenditures:				
Personnel Services	749,184	3,252,858	-	31,761,522
Contractual Services	381,240	3,644,806	2,100	85,283,828
Material & Supplies	171,700	2,983,793	-	7,086,839
Debt Service	2,197,927	-	5,156,700	10,425,927
Fixed Charges	1,519,494	1,768,055	-	9,797,822
Fixed Assets	13,451,429	796,200	-	14,372,629
Total Expenditures	18,470,974	12,445,712	5,158,800	158,728,567
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	648,562	1,319,462	(4,988,300)	15,430,924
Transfers:				
Transfers In	-	-	5,344,352	11,853,566
Transfers Out	-	2,243,113	252,300	11,853,566
Net Transfers	-	(2,243,113)	5,092,052	-
Total Revenues & Transfers In	19,119,536	13,765,174	5,514,852	186,013,057
Total Expenditures & Transfers Out	18,470,974	14,688,825	5,411,100	170,582,133
Net Change or Proposed Use of Fund Balance	\$ 648,562	\$ (923,651)	\$ 103,752	\$ 15,430,924



City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary

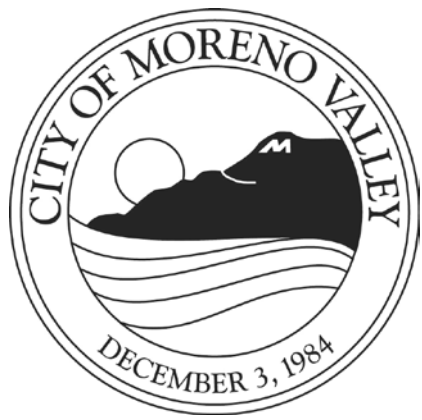
	General Fund	Community Services District	Successor Agency
Revenues:			
Taxes:			
Property Tax	\$ 9,803,900	\$ 3,233,300	\$ 9,238,000
Property Tax in-lieu	13,890,000	-	-
Utility Users Tax	16,428,000	-	-
Sales Tax	16,420,000	-	-
Other Taxes	8,185,000	1,000,000	-
State Gasoline Tax	-	-	-
Licenses & Permits	1,519,200	-	-
Intergovernmental	235,000	-	-
Charges for Services	8,977,274	11,441,112	-
Use of Money & Property	2,589,600	621,351	-
Fines & Forfeitures	606,500	50,000	-
Miscellaneous	51,400	20,100	-
Total Revenues	78,705,874	16,365,863	9,238,000
Expenditures:			
Personnel Services	13,594,392	6,701,698	203,253
Contractual Services	63,442,602	7,413,379	195,764
Material & Supplies	1,050,440	916,350	2,800
Debt Service	-	-	2,755,000
Fixed Charges	(800,047)	3,513,400	562,000
Fixed Assets	125,000	-	-
Total Expenditures	77,412,387	18,544,827	3,718,817
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	1,293,487	(2,178,964)	5,519,183
Transfers:			
Transfers In	117,790	1,947,608	-
Transfers Out	2,402,603	160,000	2,405,000
Net Transfers	(2,284,813)	1,787,608	(2,405,000)
Total Revenues & Transfers In	78,823,664	18,313,471	9,238,000
Total Expenditures & Transfers Out	79,814,990	18,704,827	6,123,817
Net Change or Proposed Use of Fund Balance	\$ (991,326)	\$ (391,356)	\$ 3,114,183

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary

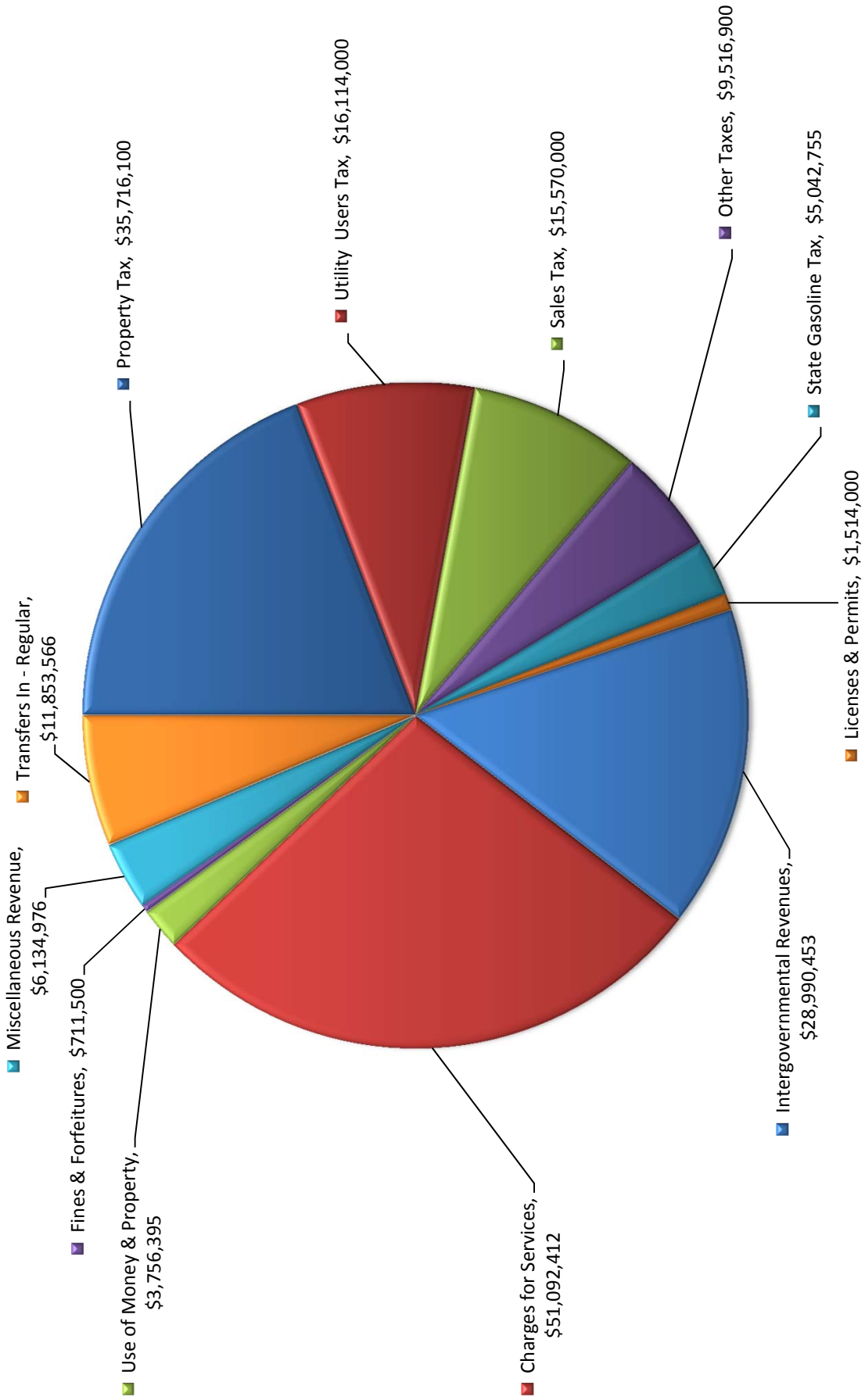
	Housing	Special Revenue Fund	Capital Projects
Revenues:			
Taxes:			
Property Tax	\$ -	\$ 2,800	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	389,900	-
State Gasoline Tax	-	5,168,574	-
Licenses & Permits	-	-	-
Intergovernmental	-	13,540,779	-
Charges for Services	-	1,974,240	-
Use of Money & Property	15,000	360,581	-
Fines & Forfeitures	-	60,000	-
Miscellaneous	-	2,110,950	1,000
Total Revenues	15,000	23,607,824	1,000
Expenditures:			
Personnel Services	-	7,212,858	-
Contractual Services	-	9,293,900	11,000
Material & Supplies	-	1,062,499	-
Debt Service	-	339,300	-
Fixed Charges	-	1,654,131	245,100
Fixed Assets	-	-	-
Total Expenditures	-	19,562,688	256,100
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>15,000</i>	<i>4,045,136</i>	<i>(255,100)</i>
Transfers:			
Transfers In	-	1,688,797	1,667,400
Transfers Out	-	3,466,300	1,135,898
Net Transfers	-	(1,777,503)	531,502
Total Revenues & Transfers In	15,000	25,296,621	1,668,400
Total Expenditures & Transfers Out	-	23,028,988	1,391,998
Net Change or Proposed Use of Fund Balance	\$ 15,000	\$ 2,267,633	\$ 276,402

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary

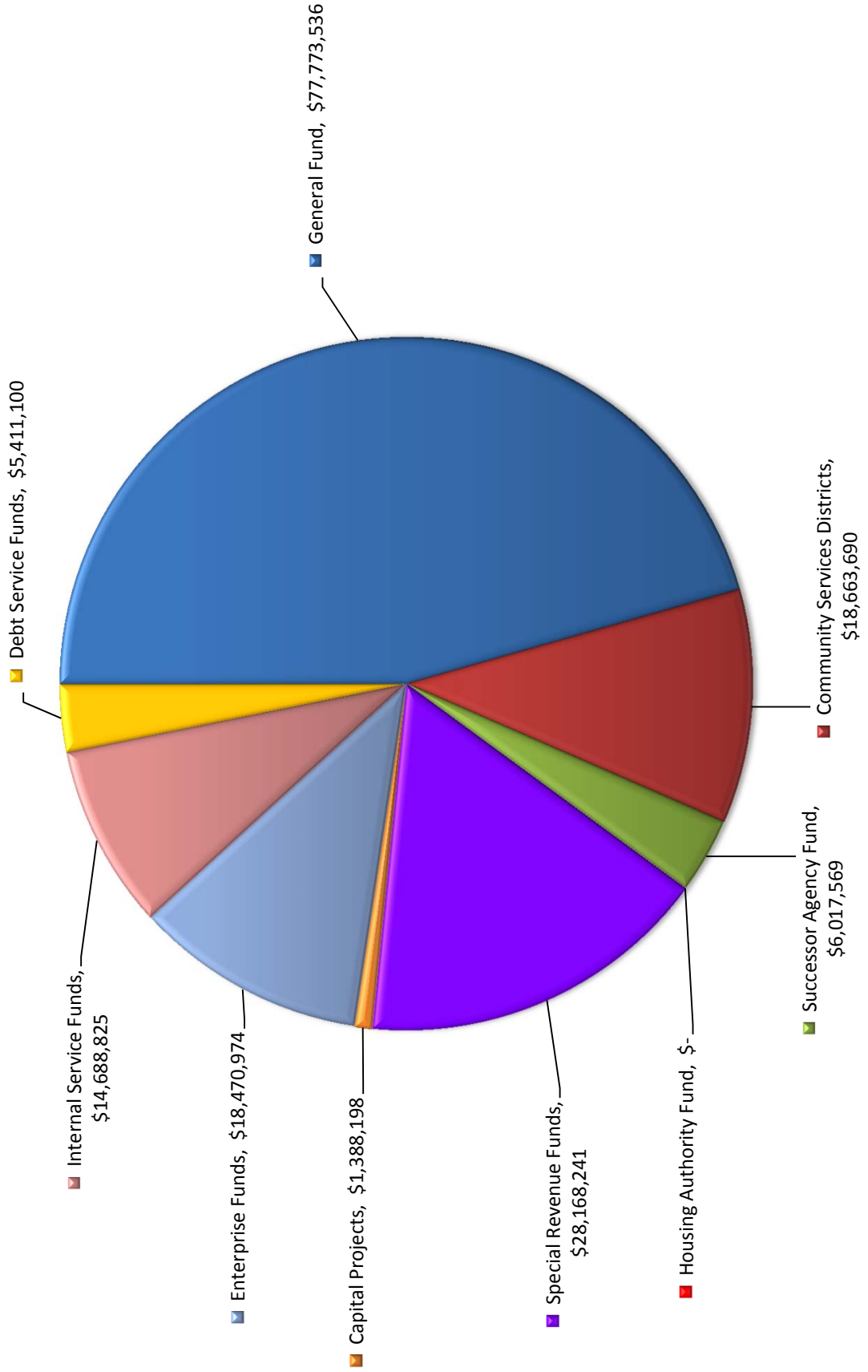
	Electric Utility	Internal Service Funds	Debt Service	Grand Total
Revenues:				
Taxes:				
Property Tax	\$ -	\$ -	\$ -	\$ 22,278,000
Property Tax in-lieu	-	-	-	13,890,000
Utility Users Tax	-	-	-	16,428,000
Sales Tax	-	-	-	16,420,000
Other Taxes	-	-	168,500	9,743,400
State Gasoline Tax	-	-	-	5,168,574
Licenses & Permits	-	-	-	1,519,200
Intergovernmental	-	-	-	13,775,779
Charges for Services	19,285,102	9,908,636	-	51,586,364
Use of Money & Property	80,500	-	600	3,667,632
Fines & Forfeitures	-	-	-	716,500
Miscellaneous	125,878	3,504,538	-	5,813,866
Total Revenues	19,491,480	13,413,174	169,100	161,007,315
Expenditures:				
Personnel Services	784,095	3,271,018	-	31,767,314
Contractual Services	384,025	3,518,717	4,200	84,263,587
Material & Supplies	151,700	2,664,793	-	5,848,582
Debt Service	2,193,278	-	5,161,800	10,449,378
Fixed Charges	1,519,494	1,768,055	-	8,462,133
Fixed Assets	13,829,635	796,200	-	14,750,835
Total Expenditures	18,862,227	12,018,783	5,166,000	155,541,829
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	629,253	1,394,391	(4,996,900)	5,465,486
Transfers:				
Transfers In	-	-	5,435,500	10,857,095
Transfers Out	-	1,031,194	256,100	10,857,095
Net Transfers	-	(1,031,194)	5,179,400	-
Total Revenues & Transfers In	19,491,480	13,413,174	5,604,600	171,864,410
Total Expenditures & Transfers Out	18,862,227	13,049,977	5,422,100	166,398,924
Net Change or Proposed Use of Fund Balance	\$ 629,253	\$ 363,197	\$ 182,500	\$ 5,465,486



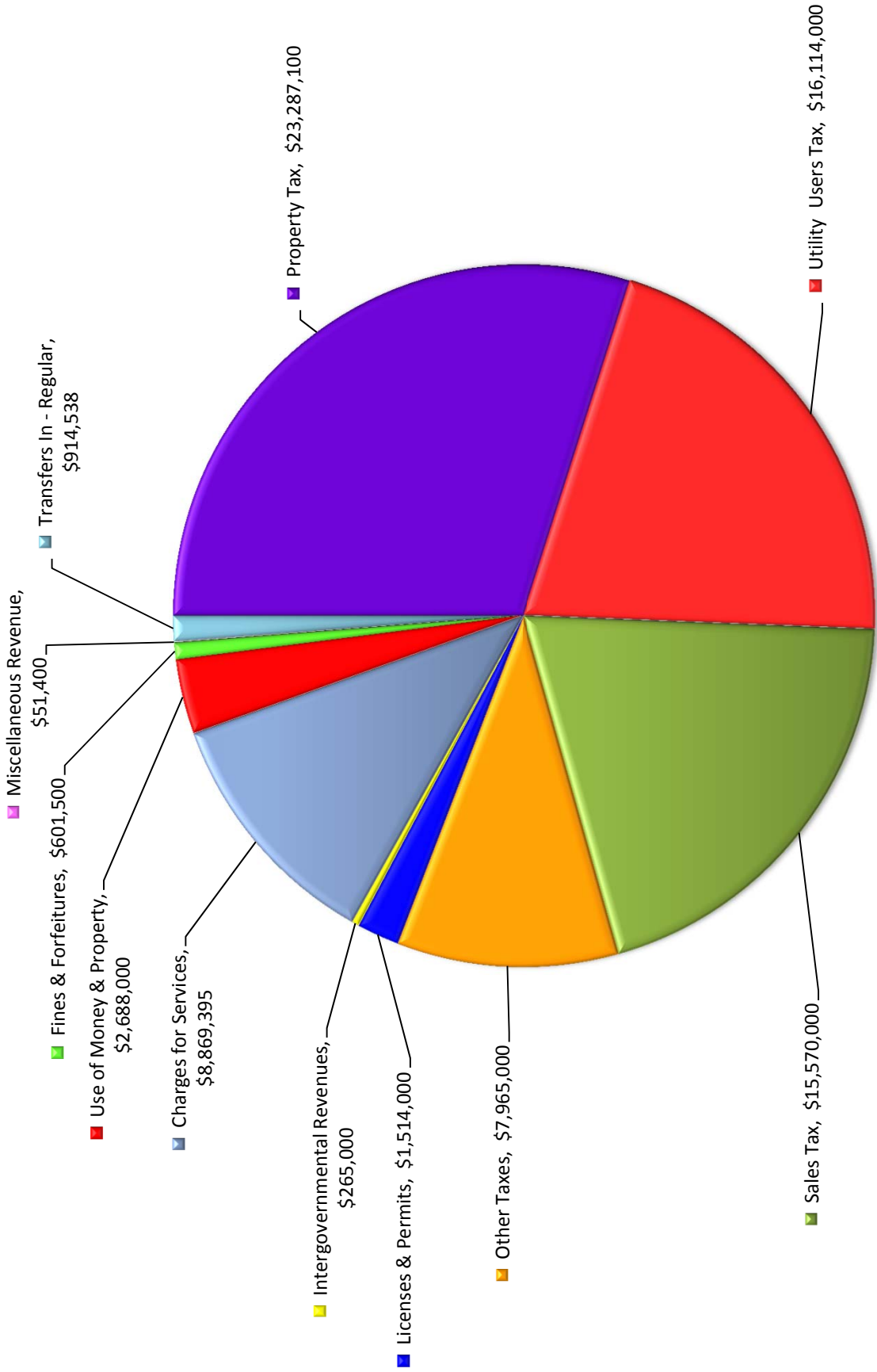
**City of Moreno Valley
FY2013/14 City-wide Revenue Summary
Sources of Funds: \$186,013,057**

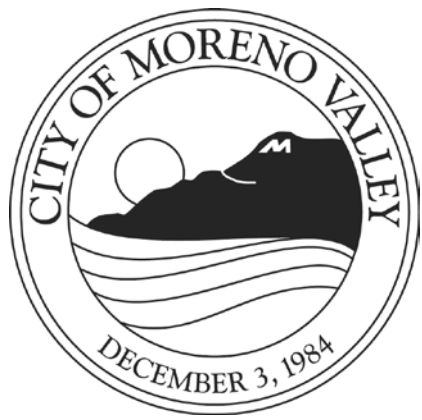


**City of Moreno Valley
 FY2013/14 City-wide Operating Expenditure Summary
 Uses of Funds: \$170,582,133**

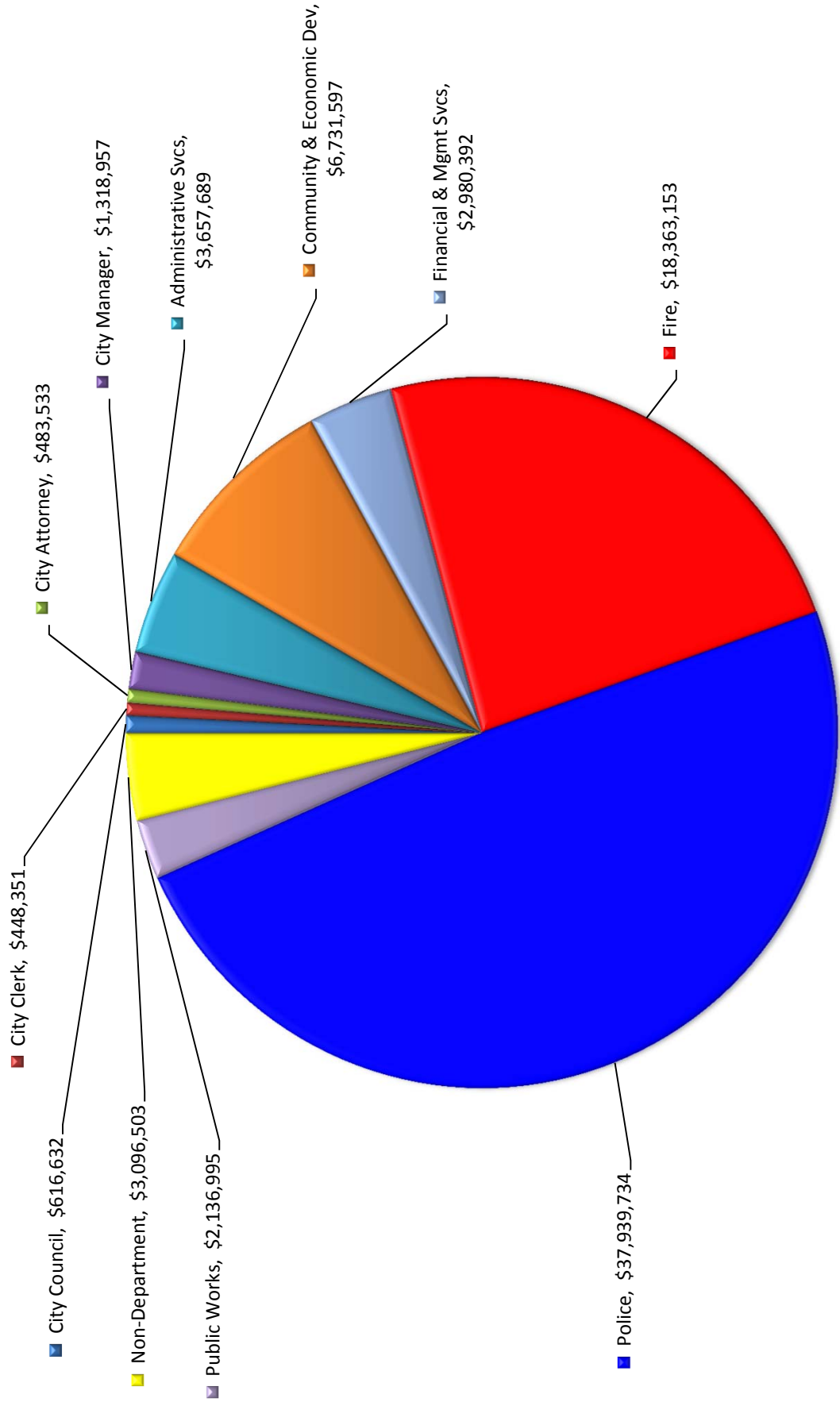


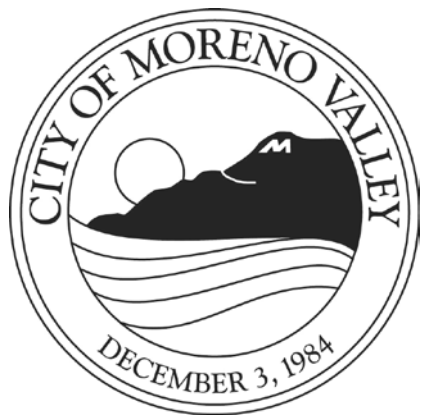
**City of Moreno Valley
 FY2013/14 General Fund Operating Revenue Summary
 Sources of Funds: \$77,839,933**





**City of Moreno Valley
 FY2013/14 General Fund Operating Expenditure Summary
 Uses of Funds: \$77,773,536**





City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
REVENUE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease)	2014/15 Proposed Budget	Increase (Decrease)
1010 GENERAL FUND	\$ 72,267,193	\$ 75,478,924	\$ 74,476,202	\$ 77,839,933	\$ 3,363,731	\$ 78,823,664	\$ 983,731
2000 GAS TAX	3,156,714	5,555,980	5,104,669	5,224,755	120,086	5,351,074	126,319
2001 MEASURE A	3,971,081	9,578,490	9,447,250	9,561,394	114,144	5,043,004	(4,518,390)
2002 PROP 42 REPLACEMENT FUND	1,806,198	195	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	31,474	(12,328)	-	-	-	-	-
2004 PROP 1B	598	381	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT	214,655	251,349	207,000	207,000	-	207,000	-
2006 SPEC DIST ADMIN	878,715	777,906	883,498	852,400	(31,098)	865,300	12,900
2007 STORM WATER MAINTENANCE	390,239	260,151	421,400	414,000	(7,400)	414,000	-
2008 STORM WATER MANAGEMENT	909,142	828,508	990,874	1,003,897	13,023	1,015,035	11,138
2009 H.E.A.L	-	-	-	-	-	-	-
2010 CFD #4M	34,943	35,155	42,700	41,074	(1,626)	41,481	407
2011 PUB/EDUC/GOVT ACCESS PROG FD	813,998	528,362	730,000	550,000	(180,000)	565,000	15,000
2012 STRATEGY PLAN GRANT/SCE	8,638	212,806	-	30,000	30,000	-	(30,000)
2013 CIVIL PENALTIES	67,685	58,682	-	64,000	64,000	64,000	-
2014 EMERGENCY SERVICES	56,489	6,797	-	42,000	42,000	42,000	-
2016 DISASTER	72,255	33,366	-	-	-	-	-
2200 BEVERAGE CONTAINER RECYCLING	15,053	46,650	22,820	55,000	32,180	55,000	-
2201 CHILD CARE GRANT	628,629	555,673	812,338	606,461	(205,877)	606,461	-
2202 ASES PROGRAM GRANT	5,961,567	5,787,996	6,212,600	6,104,800	(107,800)	6,104,800	-
2206 USED OIL BLOCK GRANTS	54,191	24,353	25,148	-	(25,148)	-	-
2207 OIL PAYMENT GRANT	-	60,083	59,938	56,630	(3,308)	56,630	-
2209 TIRE RUBBERIZED GRANTS	120,000	-	56,000	-	(56,000)	-	-
2410 SLESF GRANTS	184,511	302,852	315,970	-	(315,970)	-	-
2503 EMPG-EMERGENCY MGMT GRANT	69,451	103,800	64,000	74,000	10,000	74,000	-
2504 EPA GRANT-BOX SPRINGS WATER	567	(918)	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	20,180	-	-	-	-	-	-
2506 HOME(FEDERAL)	96,539	178,888	413,435	902,077	488,642	567,346	(334,731)
2507 NEIGHBORHOOD STABILIZATION PROG	3,322,567	1,781,643	2,379,600	3,500,000	1,120,400	-	(3,500,000)
2508 HOMELESSNESS PREVENTION PROG	217,810	93,633	-	-	-	-	-
2509 FHWA TRANSIMS	77,380	-	-	-	-	-	-
2510 EECBG	652,398	878,607	177,663	-	(177,663)	-	-
2511 FY10 EOC GRANT	54,401	55,584	400,000	-	(400,000)	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	1,418,992	1,168,287	3,599,850	2,575,197	(1,024,653)	1,843,109	(732,088)
2513 CDBG RECOVERY ACT OF 2009	331,974	30,700	135,083	135,083	-	135,083	-
2705 OTS GRANTS PUBLIC SAFETY	320,589	234,526	342,200	81,200	(261,000)	81,200	-
2715 JAG GRANTS	225,731	294,963	645,350	21,000	(624,350)	-	(21,000)

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 REVENUE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease)	2014/15 Proposed Budget	Increase (Decrease)
2720 COPS TECH GRANTS	30,771	-	30,700	-	(30,700)	-	-
2725 ICEP TASK FORCE	2,890	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	-	154,615	80,000	150,000	70,000	-	(150,000)
2803 TARGET GRANT - PD	-	2,000	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	332,403	331,896	832,603	832,603	-	832,603	-
2902 DIF - TRAFFIC SIGNALS	407,377	88,974	26,700	26,700	-	26,700	-
2903 DIF - FIRE	140,118	30,264	82,200	82,200	-	82,200	-
2904 DIF - POLICE	94,479	12,888	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	107,422	200,870	497,560	497,560	-	497,560	-
2906 DIF-QJIMBY IN-LIEU PARK FEES	71,026	609,869	53,735	53,735	-	53,735	-
2907 DIF-REC CENTER	5,828	82,015	51,900	51,900	-	51,900	-
2908 DIF-LIBRARY	104,278	97,245	98,700	98,700	-	98,700	-
2909 DIF-CITY HALL	162,775	79,441	54,500	54,500	-	54,500	-
2910 DIF-CORPORATE YARD	82,785	2,415,877	16,500	16,500	-	16,500	-
2911 DIF-INTERCHANGE IMPROVEMENT	25,385	6,752	41,100	41,100	-	41,100	-
2912 DIF-MAINTENANCE EQUIPMENT	9,166	2,319	4,200	4,200	-	4,200	-
2913 DIF-ANIMAL SHELTER	6,916	152	6,100	6,100	-	6,100	-
3000 FACILITY CONSTRUCTION	620	6,500,000	400,000	-	(400,000)	-	-
3002 PW GENERAL CAPITAL PROJECTS	321,205	2,959,848	4,867,396	-	(4,867,396)	-	-
3003 TUMF CAPITAL PROJECTS	2,575,339	772,336	4,000,000	5,300,000	1,300,000	-	(5,300,000)
3005 FIRE SERVICES CAPITAL	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	-	377,608	691,300	691,300	-	691,300	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	295,607	4,355,613	561,000	500	(560,500)	500	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	22,285	1,533,537	903,000	1,615,500	712,500	720,500	(895,000)
3311 DIF INTERCHANGE IMPROV CAP PROJ	1,740,000	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	834	161,538	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	47,480	32,500	32,500	33,800	1,300	34,500	700
3406 2007 TOWNGATE SPC TAX REF CAP ADM	142,780	148,600	148,600	154,600	6,000	157,700	3,100
3407 AUTOMALL CAP-ADMIN	137,400	63,800	63,800	63,900	100	63,900	-
3451 WARNER RANCH ASDST	8,325	-	2,100	-	(2,100)	-	-
3701 2005 LEASE REV BONDS-DEBT SVC	2,644,379	2,650,620	2,647,873	2,647,973	100	2,730,000	82,027
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	388,683	420,084	393,081	392,781	(300)	395,900	3,119
3706 TOWNGATE SPCL TAX REF DEBT SERV	1,168,766	1,175,795	1,182,647	1,182,647	-	1,190,300	7,653
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	174,664	103,488	191,250	164,051	(27,199)	162,900	(1,151)
3750 CH COP 97 DEBT SERVICE	5,082,025	-	-	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 REVENUE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease)	2014/15 Proposed Budget	Increase (Decrease)
3751 2011 PRIV PLACE REF 97 LRBS	3,272,000	386,032	326,000	340,400	14,400	338,000	(2,400)
3753 2011 PRIV PLMT REF 97 VAR COPS	4,343,500	787,318	711,100	787,000	75,900	787,500	500
3754 PUB SAFETY BOND DEBT SERVICE	3,582,203	-	-	-	-	-	-
3756 OPA SALES TAX #2	449,473	-	-	-	-	-	-
3910 CELEBRATION PARK ENDOWMENT	990	1,520	1,000	1,000	-	1,000	-
3911 EQUESTRIAN TRAIL ENDOWMENT	174	371	-	200	200	200	-
3912 ROCKRIDGE PARK ENDOWMENT	-	1,775	-	1,800	1,800	1,800	-
3913 NPDES ENDOWMENT FUND	-	14,506	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	5,204	-	2,800	2,700	(100)	2,800	100
4015 CTRPT 87-4	(2,643)	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS	-	-	-	-	-	-	-
4017 ARTS COMMISSION	504	-	1,300	2,500	1,200	3,500	1,000
4019 CFD#5 STONERIDGE	376,063	384,309	392,900	382,100	(10,800)	390,000	7,900
4020 CFD#41 INFRASTRUCTURE	-	-	604,600	-	(604,600)	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	-	2,445,988	8,950,000	9,238,000	288,000	9,238,000	-
4820 SUCCESSOR AGENCY CAP PROJ	-	2	-	-	-	-	-
4821 SUCCESSOR AGENCY 2007 TABS A CAP	-	241,910	-	-	-	-	-
4850 SUCCESSOR AGENCY TAX REVENUE	-	3,831,138	-	-	-	-	-
4851 SUCSR AGENCY 2007 TABS A DEBT SRV	-	4	-	-	-	-	-
5010 LIBRARY SERVICES	1,971,052	1,806,776	1,894,200	1,873,708	(20,492)	1,894,708	21,000
5011 ZONE A PARKS	8,528,391	8,927,636	8,305,000	8,702,258	397,258	8,620,407	(81,851)
5012 ZONE B STREET LIGHTS	1,741,978	1,700,935	1,702,552	1,677,300	(25,252)	1,735,700	58,400
5013 ZONE E EXTENDED LANDSCAPE	2,478,586	2,527,363	2,518,238	2,471,255	(46,983)	2,493,176	21,921
5110 ZONE C ARTERIAL ST LIGHTS	571,589	676,955	953,486	928,500	(24,986)	957,700	29,200
5111 ZONE D STANDARD LANDSCAPE	1,133,506	1,146,564	1,138,900	1,189,115	50,215	1,198,512	9,397
5112 ZONE M MEDIANS	261,984	312,568	285,431	304,509	19,078	306,527	2,018
5113 CFD#1	1,063,854	1,025,615	1,041,400	1,050,400	9,000	1,050,400	-
5114 ZONE S	53,579	58,856	53,895	55,851	1,956	56,341	490
6010 ELECTRIC	15,627,325	17,031,750	17,817,100	19,119,536	1,302,436	19,491,480	371,944
6020 2007 TAXABLE LEASE REVENUE BONDS	728	438	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS	-	-	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	948,080	798,398	808,100	793,152	(14,948)	793,152	-
7110 WORKERS COMPENSATION	-	778,688	781,600	785,600	4,000	785,600	-
7210 TECHNOLOGY SERVICES	4,281,193	5,714,660	4,491,900	4,622,300	130,400	4,282,300	(340,000)
7310 FACILITIES MAINTENANCE	4,012,254	4,189,590	4,081,200	4,481,586	400,386	4,481,586	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 REVENUE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease)	2014/15 Proposed Budget	Increase (Decrease)
7410 EQUIPMENT MAINTENANCE	607,264	739,470	740,831	798,134	57,303	786,134	(12,000)
7510 EQUIPT REPLACEMENT RESERVE	2,304,660	2,585,546	2,284,402	2,284,402	-	2,284,402	-
8010 RDA ADMINISTRATION	-	445,011	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	162,146	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	640,167	523,810	-	-	-	-	-
8210 RDA HOUSING FUND	3,929,715	1,802,545	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	7,245,311	6,030,525	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	2	-	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	-	421,693	2,900,000	15,000	(2,885,000)	15,000	-
Total Revenues	\$ 184,377,391	\$ 197,902,848	\$ 188,714,568	\$ 186,013,057	\$ (2,701,511)	\$ 171,864,410	\$ (14,148,647)

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
EXPENDITURE SUMMARY BY FUND

Fund / Fund Title	2010/11	2011/12	2012/13	2013/14	2014/15		Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	Proposed Budget	
1010 GENERAL FUND	\$ 77,191,210	\$ 80,377,208	\$ 81,542,832	\$ 77,773,536	\$ (3,769,296)	\$ 79,814,990	\$ 2,041,454
2000 GAS TAX	2,635,408	4,812,029	5,045,815	5,332,697	286,882	5,412,949	80,252
2001 MEASURE A	1,254,740	341,363	448,794	1,361,795	913,001	853,510	(508,285)
2005 AIR QUALITY MANAGEMENT	203,475	206,759	219,310	221,448	2,138	222,740	1,292
2006 SPEC DIST ADMIN	1,129,136	865,476	877,137	814,116	(63,021)	813,391	(725)
2007 STORM WATER MAINTENANCE	302,605	427,739	448,085	450,748	2,663	452,270	1,522
2008 STORM WATER MANAGEMENT	915,995	960,325	1,119,441	1,074,370	(45,071)	1,117,397	43,027
2009 H.E.A.L	3,000	-	-	-	-	-	-
2010 CFD #4M	27,886	19,930	48,200	35,300	(12,900)	33,300	(2,000)
2011 PUB/EDUC/GOVT ACCESS PROG FD	433,343	566,141	1,164,224	845,570	(318,654)	790,996	(54,574)
2012 STRATEGY PLAN GRANT/SCE	7,260	92,089	-	29,415	29,415	-	(29,415)
2013 CIVIL PENALTIES	19,905	118,729	81,401	39,415	(41,986)	39,811	396
2014 EMERGENCY SERVICES	-	27,349	80,000	110,000	30,000	80,000	(30,000)
2016 DISASTER	55,796	-	390,300	-	(390,300)	-	-
2200 BEVERAGE CONTAINER RECYCLING	15,053	46,650	24,821	55,300	30,479	55,300	-
2201 CHILD CARE GRANT	632,815	555,419	871,865	612,761	(259,104)	616,361	3,600
2202 ASES PROGRAM GRANT	6,072,946	6,189,351	6,175,017	6,080,840	(94,177)	6,081,434	594
2206 USED OIL BLOCK GRANTS	28,516	24,353	29,621	-	(29,621)	-	-
2207 OIL PAYMENT GRANT	-	60,083	60,309	56,630	(3,679)	56,630	-
2209 TIRE RUBBERIZED GRANTS	-	93,526	-	-	-	-	-
2410 SLESF GRANTS	188,741	301,305	315,970	-	(315,970)	-	-
2503 EMPG-EMERGENCY MGMT GRANT	69,451	103,800	75,259	74,506	(753)	74,932	426
2504 EPA GRANT-BOX SPRINGS WATER	-	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	13,553	-	-	-	-	-	-
2506 HOME(FEDERAL)	115,696	133,567	1,649,073	902,077	(746,996)	564,780	(337,297)
2507 NEIGHBORHOOD STABILIZATION PROG	2,991,605	1,232,116	7,870,741	3,466,451	(4,404,290)	-	(3,466,451)
2508 HOMELESSNESS PREVENTION PROG	229,466	81,926	-	-	-	-	-
2509 FHWA TRANSIMS	53,048	-	-	-	-	-	-
2510 EECBG	652,398	878,607	445,393	-	(445,393)	-	-
2511 FY10 EOC GRANT	21,401	88,584	400,000	-	(400,000)	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	1,275,318	1,096,635	2,387,033	2,575,197	188,164	1,808,387	(766,810)
2513 CDBG RECOVERY ACT OF 2009	331,974	30,700	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY	319,251	234,526	436,700	81,200	(355,500)	81,200	-
2715 JAG GRANTS	225,228	296,368	650,193	84,605	(565,588)	-	(84,605)
2720 COPS TECH GRANTS	30,771	-	-	-	-	-	-

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
EXPENDITURE SUMMARY BY FUND

Fund / Fund Title	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Proposed
2725 ICEP TASK FORCE	2,176	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	-	-	-	-	-	-
2803 TARGET GRANT - PD	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	1,413,675	5,474,700	1,679,700	1,118,200	1,120,200	2,000
2902 DIF - TRAFFIC SIGNALS	-	1,530,000	780,000	720,000	720,000	-
2903 DIF - FIRE	254,008	254,000	254,000	256,400	257,200	800
2904 DIF - POLICE	676,810	676,800	676,800	678,600	677,600	(1,000)
2905 DIF-PARKLAND FACILITIES	-	325,833	70,000	70,000	70,000	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	-	51,775	621,300	621,300	621,300	-
2907 DIF-REC CENTER	-	-	-	-	-	-
2908 DIF-LIBRARY	-	4,000,000	-	-	-	-
2909 DIF-CITY HALL	-	-	400,000	-	-	(400,000)
2910 DIF-CORPORATE YARD	-	2,500,000	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	1,740,000	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	-	2,400,000	-	-	-	-
3003 TUMF CAPITAL PROJECTS	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL	-	15	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	-	34,000	407,995	407,995	407,995	-
3007 PARK ACQUISITION & DEVELOPMENT	230	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	-	60,659	727,903	727,903	727,903	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	771	164	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	47,603	32,602	32,600	33,800	34,500	700
3406 2007 TWNGTE SPC TAX REF CAP ADM	140,905	147,314	148,600	154,600	157,700	3,100
3407 AUTOMALL CAP-ADMIN	138,508	63,867	63,800	63,900	63,900	-
3451 WARNER RANCH ASDST	7,269	-	800	-	-	(800)
3701 2005 LEASE REV BONDS-DEBT SVC	2,641,743	2,646,120	2,650,800	2,642,900	2,650,400	7,500
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	402,855	389,673	389,700	388,900	390,200	1,300
3706 TOWNGATE SPCL TAX REF DEBT SERV	1,155,349	1,162,894	1,162,900	1,165,600	1,170,900	5,300
3707 AUTOMALL REFIN-CF#3 DEBT SERV	1,424,150	1,062,588	393,500	86,300	85,100	(1,200)
3750 CH COP 97 DEBT SERVICE	6,021,090	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	3,272,000	386,032	403,750	340,400	338,000	(2,400)
3753 2011 PRIV PLMT REF 97 VAR COPS	4,343,500	787,318	792,320	787,000	787,500	500

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
EXPENDITURE SUMMARY BY FUND

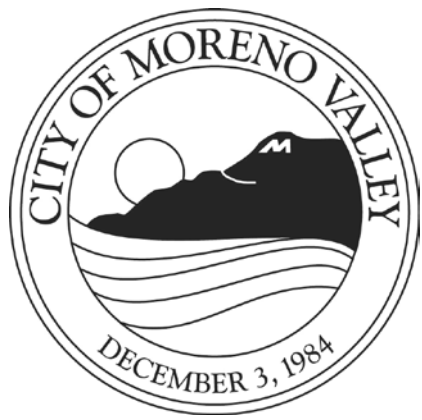
Fund / Fund Title	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2012/13	Increase (Decrease) over/(under) 2013/14
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Projected	Proposed
3754 PUB SAFETY BOND DEBT SERVICE	4,345,967	-	-	-	-	-	-
3756 OPA SALES TAX #2	449,473	1	-	-	-	-	-
3910 CELEBRATION PARK ENDOWMENT	-	-	-	-	-	-	-
3911 EQUESTRIAN TRAIL ENDOWMENT	289	-	-	-	-	-	-
3912 ROCKRIDGE PARK ENDOWMENT	-	-	-	-	-	-	-
3913 NPDES ENDOWMENT FUND	-	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	3,508	0	2,750	2,700	2,800	(50)	100
4015 CTRPT 87-4	-	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS	-	-	-	-	-	-	-
4017 ARTS COMMISSION	504	-	1,000	14,600	14,600	13,600	-
4019 CFD#5 STONERIDGE	388,480	369,738	382,000	382,000	389,900	-	7,900
4020 CFD#41 INFRASTRUCTURE	-	-	-	-	-	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	-	1,459,010	6,938,421	3,757,569	3,848,817	(3,180,852)	91,248
4820 SUCCESSOR AGENCY CAP PROJ	-	(991,224)	-	-	-	-	-
4850 SUCCESSOR AGENCY TAX REVENUE	-	331,769	-	-	-	-	-
4851 SUCSR AGENCY 2007 TABS A DEBT SRV	-	656,450	-	2,260,000	2,275,000	2,260,000	15,000
5010 LIBRARY SERVICES	1,852,640	1,950,887	2,045,041	1,812,217	1,828,882	(232,824)	16,665
5011 ZONE A PARKS	7,625,140	7,811,701	8,851,802	9,148,506	8,941,044	296,704	(207,462)
5012 ZONE B STREET LIGHTS	1,605,917	1,502,323	1,761,277	1,677,100	1,735,500	(84,177)	58,400
5013 ZONE E EXTENDED LANDSCAPE	2,332,843	2,021,675	2,429,700	2,481,783	2,535,783	52,083	54,000
5110 ZONE C ARTERIAL ST LIGHTS	751,807	788,405	953,013	927,800	957,400	(25,213)	29,600
5111 ZONE D STANDARD LANDSCAPE	1,018,023	982,097	1,096,515	1,086,200	1,120,300	(10,315)	34,100
5112 ZONE M MEDIANS	220,321	211,567	306,709	281,844	292,144	(24,865)	10,300
5113 CFD#1	843,796	921,541	1,065,988	1,182,223	1,225,757	116,235	43,534
5114 ZONE S	61,107	66,323	66,274	66,017	68,017	(257)	2,000
6010 ELECTRIC	12,826,512	15,135,875	15,958,462	16,313,067	16,708,969	354,605	395,902
6020 2007 TAXABLE LEASE REVENUE BONDS	1,433,876	1,410,668	1,834,883	1,835,144	1,830,995	261	(4,149)
6030 2005 LEASE REVENUE BONDS	217,740	212,658	318,338	322,763	322,263	4,425	(500)
7010 GENERAL LIABILITY INSURANCE	897,043	900,910	1,454,302	1,471,841	1,472,527	17,539	686
7110 WORKERS' COMPENSATION	636,328	218,766	702,435	703,185	703,614	750	429
7210 TECHNOLOGY SERVICES	3,545,154	3,666,605	7,335,681	5,416,226	5,357,209	(1,919,455)	(59,017)
7310 FACILITIES MAINTENANCE	3,906,193	4,154,776	4,416,725	4,810,010	4,451,921	393,285	(358,089)
7410 EQUIPMENT MAINTENANCE	652,610	829,267	774,229	788,963	778,525	14,734	(10,438)
7510 EQUIPT REPLACEMENT RESERVE	352,255	296,905	623,579	1,498,600	286,181	875,021	(1,212,419)
8010 RDA ADMINISTRATION	595,863	376,051	-	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 EXPENDITURE SUMMARY BY FUND

Fund / Fund Title	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	Increase (Decrease) over/(under) 2013/14 Proposed
8110 RDA CAPITAL PROJECTS	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	518	-	-	-	-	-	-
8210 RDA HOUSING FUND	865,344	373,503	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	4,884,664	3,551,330	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	2,185,032	1,235,842	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	22,848,672	-	-	-	-	-	-
8884 HOUSING AUTHORITY	-	750,014	25,561	-	-	(25,561)	-
Total Expenditures	\$ 198,477,245	\$ 175,444,434	\$ 183,858,687	\$ 170,582,133	\$ 166,398,924	\$ (13,276,554)	\$ (4,183,209)

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
General Fund Reserve Summary**

	2011/12	2012/13	2013/14	2014/15
	Audited	Projected Use for Operating Expenditures	Projected Balance	Projected Use for Operating Expenditures
		Projected Balance	Projected Balance	Projected Balance
Nonspendable:				
Other	\$ -	\$ -	\$ -	\$ -
Invested in Capital Assets	-	-	-	-
Capital Contribution	-	-	-	-
Prepaid & Other	56,017	56,017	56,017	56,017
Advances	51,700	51,700	51,700	51,700
Long Term Receivables	-	-	-	-
Land Held for Redevelopment	-	-	-	-
Perm Fund Principal	-	-	-	-
Notes and Loans	5,330,589	5,330,589	5,330,589	5,330,589
Restricted For:				
Other	-	-	-	-
Public Purpose Funds	-	-	-	-
Debt Service	1,000,000	1,000,000	1,000,000	1,000,000
General Fund	-	-	-	-
Non-General Fund	-	-	-	-
Committed To:				
Other	2,600,000	2,600,000	2,600,000	2,600,000
Outside Legal Services	-	-	-	-
Assigned To:				
Other	2,613,937	2,613,937	2,613,937	2,613,937
Capital Projects	-	-	-	-
Unassigned:				
Other	-	-	-	-
General Fund	29,814,810	(7,066,630)	22,748,180	(991,326)
Total Fund Balance	\$ 41,467,054	\$ (7,066,630)	\$ 34,400,424	\$ (991,326)
			\$ 34,466,821	\$ 33,475,495



CITY COUNCIL

Department Description

The City Council is comprised of five members elected by the district to serve staggered four-year terms. It is the policy-making body of the community, serving 196,495 residents. Council appoints the City Manager, City Attorney, City Clerk and City Treasurer, as well as various members of the City's advisory boards and commissions. Resources have been allocated to provide City membership in such intergovernmental associations as the League of California Cities, Western Riverside Council of Governments (WRCOG), and Southern California Association of Governments (SCAG) in order to develop networking relationships with policy makers and administrators whose actions affect the City of Moreno Valley.

City Council Goals

Diversity and Preserve the City's Revenue Base

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.

Improve Governmental Relationships

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

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.

Improve the Community's Image

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 and enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

Improve Public Infrastructure

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

Create a Positive Environment

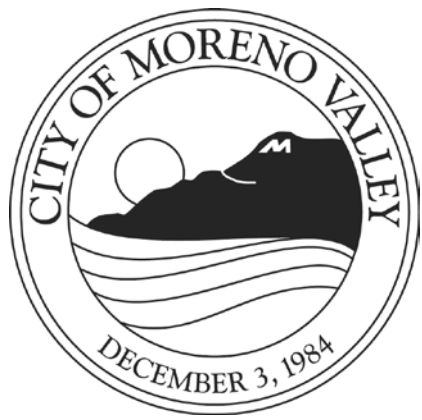
Create a positive environment for the development of Moreno Valley's future.

City of Moreno Valley
 FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
<u>City Council</u>									
Administrative Asst	FT	-	1	-	1	-	1	-	1
Exec Asst to Mayor / City Council	FT	-	1	-	1	-	1	-	1
TOTAL - City Council		-	2	-	2	-	2	-	2

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	
10 City Council							
1010 GENERAL FUND	10010 Council - Admin	\$ 513,870	\$ 553,223	\$ 605,770	\$ 616,632	\$ 618,382	\$ 1,750
10 City Council Total		\$ 513,870	\$ 553,223	\$ 605,770	\$ 616,632	\$ 618,382	\$ 1,750



CITY CLERK

Department Description

The City Clerk serves as the Secretary to the City Council, is responsible for the preparation of agendas, the recording and maintenance of all Council actions, filing of public notices, coordination and administration of all City records, documents and public files. The City Clerk advertises and receives bids, conducts all bid openings, maintains the City's municipal code, receives all claims filed against the City, serves as the official custodian of the City seal, conducts all elections, receives nomination papers and is the filing officer for all requirements of the California Fair Political Practices Commission.

Department Mission Statement

The mission of the City Clerk's Department is to provide courteous and expeditious dissemination of material and information to City departments, the general public, media and other agencies; produce and maintain agendas, minutes, recordings, and indexing of all City Council actions, filing of public notices, coordination and administration of City records; conduct elections of the highest quality by ensuring all legal requirements, local and state, are met by all candidates and committees, and assuring the registered voters in the City the opportunity to express their freedom of choice by voting.

Department Goals

Increase efficiencies by automating management of records to maximize the usage of the current Sire software potential and streamline processes.

- Implement Sire's Records Retention Module.
- Update the Records Retention Schedule.
- Automate contract management through Sire.
- Reduce off-site storage inventory with Cornerstone.
- Provide Sire's automated agenda customization training to city-wide staff members.
- Continue assisting Technology Services with refinement of the Public Records Request template.
- Provide training on Public Records Requests automation to city-wide staff members.

Proposed Additions:

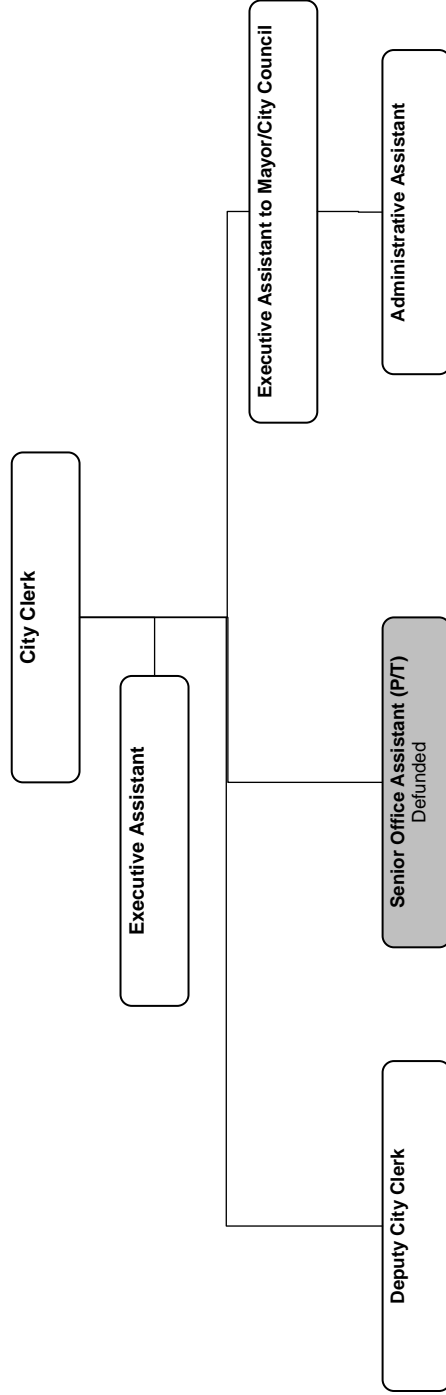
FY 2013/14

FY 2014/15

Previously Defunded

Proposed Reductions

City Clerk



Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

City of Moreno Valley
 FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
<u>City Clerk</u>									
Assistant City Clerk	FT	-	-	-	-	-	-	-	-
City Clerk	FT	-	1	-	1	-	1	-	1
Deputy City Clerk	FT	-	1	-	1	-	1	-	1
Executive Asst I	FT	1	1	-	1	-	1	-	1
Executive Asst I	P/T	-	-	-	-	-	-	-	-
Sr Deputy Clerk	FT	-	-	-	-	-	-	-	-
Sr Office Asst	P/T	(1)	-	-	-	-	-	-	-
TOTAL - City Clerk		-	3	-	3	-	3	-	3

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	
12 City Clerk							
1010 GENERAL FUND	12010 City Clerk - Admin	\$ 507,399	\$ 513,258	\$ 541,564	\$ 448,351	\$ 572,181	\$ 123,830
	12011 Records Management System	-	-	-	-	-	-
12 City Clerk Total		\$ 507,399	\$ 513,258	\$ 541,564	\$ 448,351	\$ 572,181	\$ 123,830

CITY MANAGER'S OFFICE

Department Description

Administration

The City Manager serves as the chief administrative officer of the City. Under City Council direction, the City Manager is responsible for the efficient management of all City business. Professional leadership is provided from this Office to the Executive Management Team to enable them to serve the community in a responsive and resourceful manner. Functions of the City Manager's Office include coordination of the implementation of City Council policies and programs; providing overall direction to the departments that administer City programs and services; coordinating intergovernmental relations and legislative advocacy; and administration of the City's communications, media relations, and public information programs.

Media and Communications

The Media and Communications Division serves as the City's media relations/public information office; provides graphic design and special events coordination services to City departments; manages the operations and video productions of the City's government access cable TV channel MVTV-3; monitors state-issued cable television/video service franchise agreements and manages content on the City's public Web site and employee Intranet.

Department Mission Statement

The City Manager's Office is committed to providing and coordinating excellent staff support and sound policy recommendations to the City Council, leading the organization in an effective, efficient, and principled manner, and providing organizational support and direction to the departments.

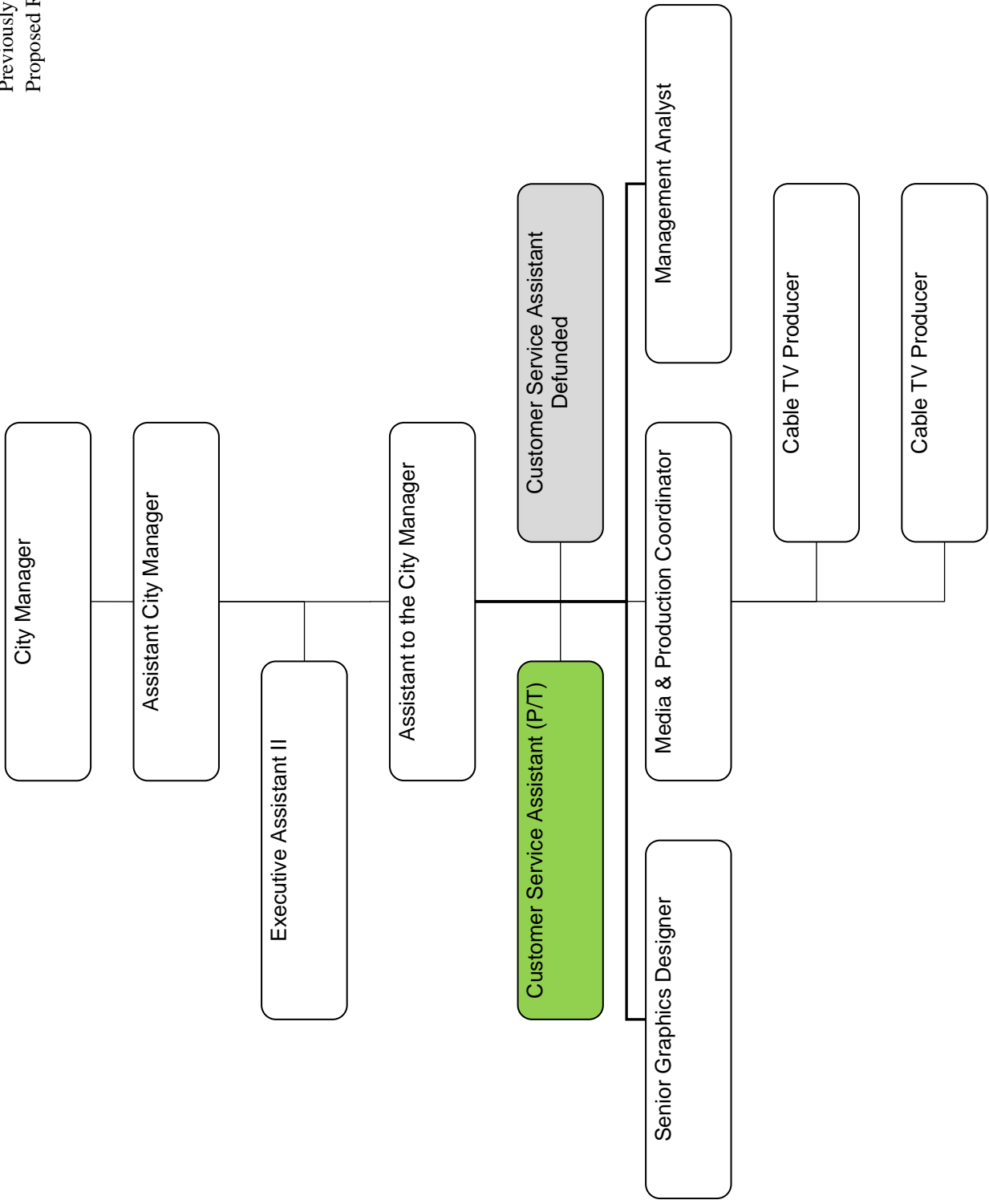
Department Goals

- Adopt a 2-Year Operating Budget.
- Adopt a 3-Year Economic Development Action Plan.
- Evaluate the feasibility of addressing the Edgemont Area water company issues.
- Provide data to the Council regarding a possible revenue measure to allow the City to achieve a balanced budget while continuing to provide quality services to our residents.
- Secure federal funding for City projects and advocate City positions on various issues by working with the City's lobbyists, the congressional offices, and appropriate federal agencies.
- Implement the Ad Hoc Committee on Increasing Graduation Rates.

City Manager

Proposed Additions:
 FY 2013/14
 FY 2014/15

Previously Defunded
 Proposed Reductions



Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

City of Moreno Valley
 FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
<u>City Manager</u>									
Asst City Manager	FT	-	1	-	1	-	1	-	1
Asst to the City Manager	FT	-	1	-	1	-	1	-	1
Cable TV Producer	FT	-	2	-	2	-	2	-	2
City Manager	FT	-	1	-	1	-	1	-	1
Customer Service Asst	FT	(1)	-	-	-	-	-	-	-
Customer Service Asst	P/T	1	1	-	1	(1)	-	-	-
Deputy City Manager	FT	-	-	-	-	-	-	-	-
Exec. Assistant to the City Manager	FT	-	-	-	-	-	-	-	-
Executive Asst I I	FT	-	1	-	1	-	1	-	1
Management Analyst	FT	-	-	1	1	-	1	-	1
Media & Production Coordinator	FT	-	1	-	1	-	1	-	1
Web Master	P/T	-	-	-	-	-	-	-	-
Sr Graphics Designer	FT	-	1	-	1	-	1	-	1
TOTAL - City Manager		-	9	1	10	(1)	9	-	9

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2012/13 Projected	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget		
16 City Manager								
1010 GENERAL FUND	16010 City Manager - Admin	\$ 726,440	\$ 898,364	\$ 1,023,404	\$ 991,328	\$ 995,627	\$ (32,076)	\$ 4,299
	16011 CM - Dev Svcs Support	144,756	215,589	190,944	129,081	130,300	(61,863)	1,219
	16110 Communications	175,516	64,762	71,531	63,638	63,700	(7,893)	62
	16210 Graphics Support	181,717	166,397	198,029	134,910	135,589	(63,119)	679
	16310 H.E.A.L. FUND	3,000	-	-	-	-	-	-
2009 H.E.A.L								
2011 PUB/EDUC/GOVT								
ACCESS PROG FD	16150 Pub Ed/Govt Access	433,343	566,141	1,164,224	845,570	790,996	(318,654)	(54,574)
4016 MV FOUNDATION -								
DONATIONS	16311 MV Foundation	-	-	-	-	-	-	-
7911 GRAPHICS SUPPORT	16250 Graphics Support ISF	-	-	-	-	-	-	-
16 City Manager Total		\$ 1,664,773	\$ 1,911,253	\$ 2,648,132	\$ 2,164,527	\$ 2,116,212	\$ (483,605)	\$ (48,315)

CITY ATTORNEY

Department Description

The Office of the City Attorney at present consists of one full-time attorney, an Executive Assistant I, and a Legal Secretary. This office provides a wide range of legal services to the City organization. It provides legal advice to the City Council, City Manager, City staff and City Boards, Committees and Commissions. It conducts or oversees all litigation involving the City. The office prepares or reviews ordinances, resolutions, contracts, and other legal documents relating to the City's business.

The City Attorney's Office represents the City government rather than individuals and has an attorney-client relationship with the City Council (as an entity) as its primary client, and secondarily with other city boards, commissions, officers and employees within the scope of their duties for the City. The role of the City Attorney is sometimes confused by the public with either the District Attorney, who prosecutes criminal actions under State law, or Legal Aid Services, which provides low or no-cost legal services to the general public who cannot afford private legal representation. Consequently, the office receives frequent requests from members of the public for legal advice or information. These requests are handled as courteously as possible providing information without giving legal advice, which could create an attorney-client relationship in conflict with the City Attorney's official duties.

Department Mission Statement

The mission of the City Attorney's Office is to provide professional, cost effective, ethical, and high quality legal advice and services to the City Council and City staff in all matters of law; to effectively represent the City in legal proceedings; and to prepare or review all ordinances, resolutions, contracts, and other legal documents necessary or desirable to conduct the business of the City.

Department Goals

- Create and implement a request for legal services submittal and tracking system
- Continue municipal code review recommending revisions and updates as appropriate

Proposed Additions:

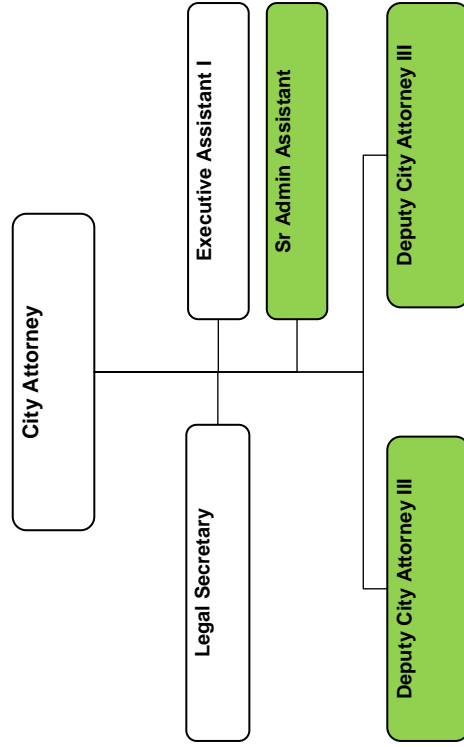
FY 2013/14

FY 2014/15

Previously Defunded

Proposed Reductions

City Attorney



Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

City of Moreno Valley
 FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
<u>City Attorney</u>									
Assistant City Attorney	FT	-	-	-	-	-	-	-	-
City Attorney	FT	-	1	-	1	-	1	-	1
Deputy City Attorney I I I	FT	-	2	-	2	(2)	-	-	-
Executive Asst I	FT	-	1	-	1	-	1	-	1
Legal Secretary	FT	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	-	-	1	1	(1)	-	-	-
TOTAL - City Attorney		-	5	1	6	(3)	3	-	3

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Proposed
14 City Attorney							
1010 GENERAL FUND	14010 City Attorney - Admin	\$ 1,034,442	\$ 819,386	\$ 961,369	\$ 483,533	\$ 489,195	\$ 5,662
2013 CIVIL PENALTIES	14011 Civil Penalties SB1137	19,905	118,729	81,401	39,415	39,811	396
7010 GENERAL LIABILITY INSURANCE	14020 General Liability	897,043	856,960	1,410,352	1,427,891	1,428,577	686
14 City Attorney Total		\$ 1,951,390	\$ 1,795,075	\$ 2,453,122	\$ 1,950,839	\$ 1,957,583	\$ 6,744

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Department Description

The Community & Economic Development Department provides a variety of development and business services related to enhancing the quality of life in the community.

The Community Development function provides planning, building and code compliance services through four divisions:

Building & Safety Division

The Building & Safety Division provides building plans examination services and conducts field inspections of buildings under construction to ensure that City's building environment adheres to established construction codes.

Code & Neighborhood Services Division

The Code & Neighborhood Services Division is responsible for the enforcement of codes relating to neighborhood nuisances, health & safety, substandard housing, vehicle abatement, illegal dumping, improper signage, parking control, and weed abatement. Code staff also manages the City's Rotational Tow Service, Graffiti Restitution and Shopping Cart Retrieval programs.

Land Development Division

The Land Development Division is responsible for the review, approval and inspection of private development projects related to tentative and final parcel maps, lot line adjustments, monument inspection and soil & hydrology reports, along with plans for grading, street improvements and storm water management.

Planning Division

The Planning Division processes land use applications in accordance with the provisions of the City's Development Code, General Plan, Landscape Guidelines, applicable Specific plan requirements, CEQA, and other State and Federal requirements.

The Economic Development function facilitates new investment and development in the community through two divisions:

Administration

Economic Development Administration promotes the City as a quality place to do business. ED Administration seeks to attract new development and encourages expansion of existing businesses through an array of strategies including marketing, site selection assistance, ombudsman service and much more.

Neighborhood Preservation Division

The Neighborhood Preservation Division works on a variety of programs including acting as the Successor Agency for the former Redevelopment Agency, affordable housing, Community

Development Block Grant (CDBG), HOME Improvement Partnership, Neighborhood Stabilization Program (NSP) and several other grant programs.

Department Mission Statement

The mission of the Community & Economic Development Department is to facilitate new investment and development opportunities in the community through a variety of services including planning, building & safety, land development, economic development, redevelopment, affordable housing and code compliance.

Department Goals

Administration

- Facilitate new development and business opportunities in major shopping areas including TownGate, Stoneridge Towne Centre, Moreno Beach Plaza, and Moreno Valley Plaza.
- Partner with CW Capital, the owner of the Moreno Valley Mall in enhancing the shopping experience and overall effectiveness of the 1.25 million sq. ft. regional mall.
- Work on the upgrade and further expansion of the Moreno Valley Auto Mall, including the \$8 million renovation of existing dealerships and attraction of new lines of vehicles.
- Facilitate new industrial development projects aimed at producing new business development and the creation of new employment opportunities in the community.
- Conduct quarterly workshops with Developers (residential, commercial-retail, and industrial) to continue to explore ways to enhance the development services process in Moreno Valley.
- Implement the approved Actions Steps to make Moreno Valley a 'Best Place to do Business'.
- Expand the Shop MoVal marketing program by implementing a five component program including 1) MoVal Deals, 2) MoVal Rewards, 3) Chomp MoVal, 4) MoVal Games, 5) MoVal Friends.

Building & Safety Division

- Support Public Works-Capital Projects Division and Parks & Community Services Department by providing the Inspector of Record for the construction of the Lasselle Sports Park facilities and the Morrison Fire Station.
- Update all Division policies and procedures to comply with the updated 2010 California Building Codes.
- Investigate new permitting software to pursue superior customer service and greater efficiency.
- Coordinate with and support the Code and Neighborhood Services Division to implement two "Commercial Clean Sweeps".
- Implement the Time and Materials fee methodology for large scale projects incorporating the new finance software and accounting procedures.

Code & Neighborhood Services Division

- Expand code compliance volunteer program to augment current staffing and maintain existing service levels.
- Pursue additional grant opportunities to continue funding the City's foreclosure inspection and weekend code enforcement activities.
- Review and update the code compliance policy and procedures manual.
- Conduct a RFP process for the City's contract parking citation collection program.

- Develop and Implement a third party collection program to improve citation collection and further protect City revenue collection.

Land Development Division

- Update the Development Impact Fee Program with a current DIF Nexus Study and competitive DIF rate structure.
- Work with Verizon to fully implement the FIOS system in the City of Moreno Valley.
- Complete City-wide Storm Water Local Implementation Plan.
- Complete Water Quality Management Plan Template to assist Developers and Builders.
- Staff participation in workshop at Western Municipal Water District to learn the latest in school presentation techniques, appealing content and to network with educators to introduce our new storm water pollution prevention school program.
- Update City's Storm Water Pollution Prevention Materials.
- Add to the LDD's website, flow charts that will help developers and the general public understand the necessary steps to process plans.
- Update the City's plan check manual for engineers and developers to better understand what is required on the plans they submit to the City.
- Create and publish a flowchart for the WQMP review and construction process.
- Create and publish a flowchart for the Final Map review and approval process.
- Creation of policies on 1) Revision to FIRM Maps, 2) Reimbursements for the DIF "grandfathered" projects, 3) DIF Credit/Reimbursement process, 4) Public Improvement Agreement and checklist.
- Update to the Master Area Drainage Plan and Area Drainage Plan to address any potential flooding issues.

Neighborhood Preservation Division

- Finalize the completion of the \$41.6 million in RDA Tax Allocation Bond-funded capital projects including 1) Auto Mall Upgrades, 2) Day Street Improvements, 3) Indian Storm Water Basin Improvements, 4) Ironwood Improvements, 5) Morrison Fire Station #99 and 6) Nason St./SR 60 Bridge.
- Work on a variety of affordable housing programs and projects including:
 - Construction of the 79-unit Rancho Dorado South Housing Project.
 - Completion of the 78-unit Hemlock Family Apartments.
 - Process at least six Home Improvement Loans or Mobile Home Grants.
- Manage activities under the \$11.4 million NSP1 including 1) Acquisition, Rehabilitation, and Resale of single family homes and 2) Acquisition, Rehabilitation and Rental of multi-family units.
- Implement the City's new NSP efforts to include a new allocation of funding in the amount of \$3.7 million in NSP3 grant funding, including implementation of a new land bank program.

Planning Division

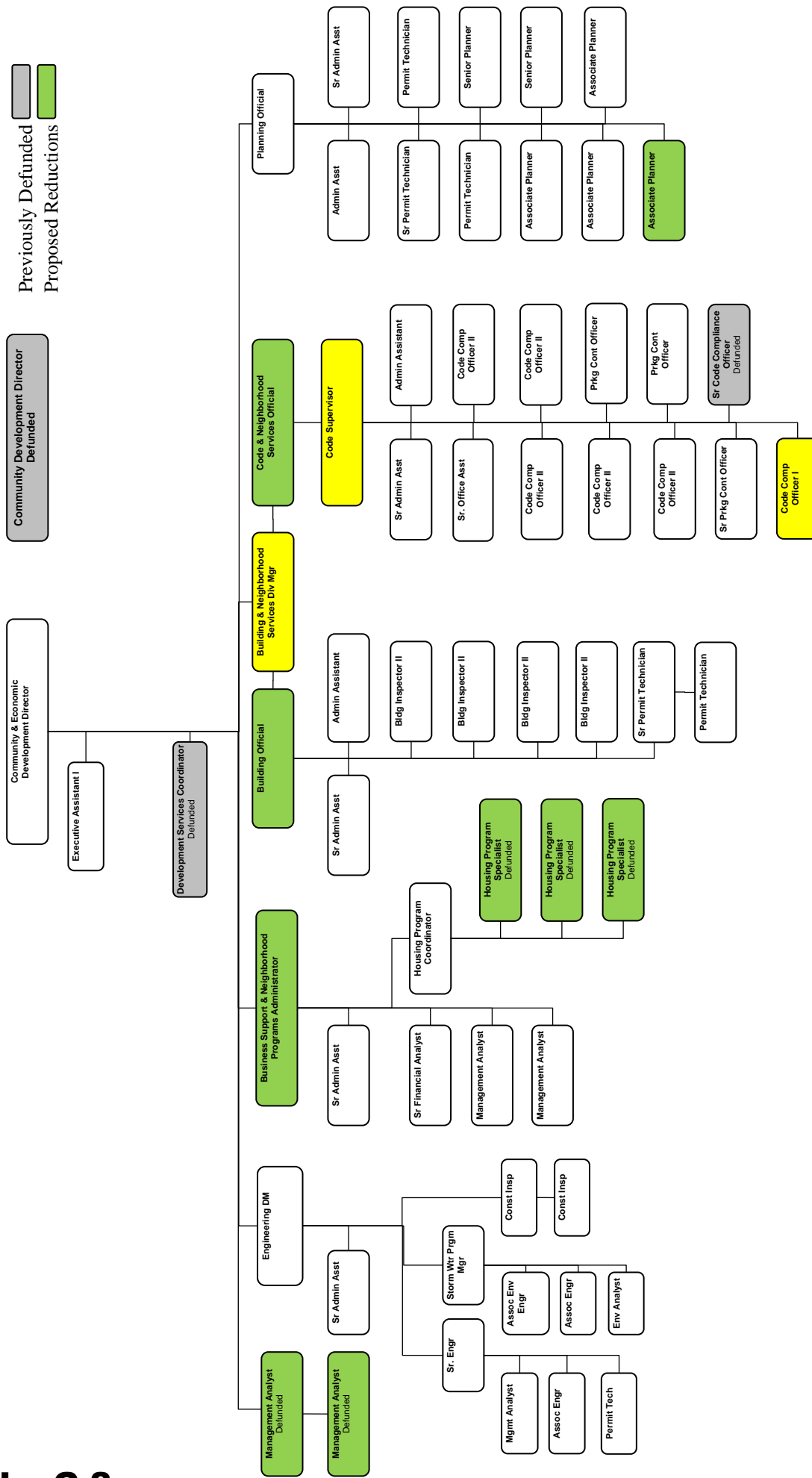
- Process at least one Municipal Code amendment aimed at the continued update and clarity of development regulations.
- Investigate new permitting software to provide superior customer service.
- Complete the Energy Efficiency & Climate Action Strategy, including presenting to policy makers for review/adoption, along with processing required Municipal Code amendments.
- Implement the Southern California Edison grant related to energy efficiency and climate action programs and policies.

- Complete implementation of Federal Stimulus grant related to energy efficiency and climate action policy development.
- Coordinate with SCAG consultant and Transportation Engineering to complete Compass grant for Alessandro Boulevard Corridor implementation study, including new street cross sections, mixed use overlay, and R30 zone change.
- Process Municipal Code amendments necessary to implement a certified Housing Element update.
- Implement Time & Materials fee methodology for major planning projects.
- Facilitate adoption of March Air Reserve Base Joint Land Use Study.
- Commence next Housing Element update and prepare draft document for policy maker review.
- Facilitate timely review of the World Logistics Center Specific Plan and processing of the EIR document.

Community & Economic Development Department

Proposed Additions:
 FY 2013/14
 FY 2014/15

Previously Defunded
 Proposed Reductions



Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

City of Moreno Valley
 FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
Community & Economic Development									
Administrative Asst	FT	-	4	(1)	3	-	3	-	3
Assoc Environmental Engineer	FT	1	1	-	1	-	1	-	1
Associate Engineer	FT	2	2	-	2	-	2	-	2
Associate Planner	FT	-	4	-	4	(1)	3	-	3
Building Div Mgr / Official	FT	-	1	-	1	(1)	-	-	-
Building Inspector I I	FT	-	4	-	4	-	4	-	4
Building & Neighborhood Services Div Mgr	FT	-	-	-	-	1	1	-	1
Bus. Support & Neigh Prog Admin	FT	-	1	-	1	(1)	-	-	-
Code & Neigh Svcs Official	FT	-	1	-	1	(1)	-	-	-
Code Compliance Field Sup.	FT	-	-	-	-	-	-	-	-
Code Compliance Officer I	FT	-	-	-	-	1	1	-	1
Code Compliance Officer I I	FT	-	5	-	5	-	5	-	5
Code Supervisor	FT	-	-	-	-	1	1	-	1
Comm & Economic Dev Director	FT	-	1	-	1	-	1	-	1
Community Dev Director	FT	(1)	-	-	-	-	-	-	-
Construction Inspector	FT	2	2	-	2	-	2	-	2
Development Svcs Coordinator	FT	-	1	(1)	-	-	-	-	-
Engineering Division Manager	FT	1	1	-	1	-	1	-	1
Environmental Analyst	FT	1	1	-	1	-	1	-	1
Executive Asst I	FT	-	1	-	1	-	1	-	1
Housing Program Coordinator	FT	-	1	-	1	-	1	-	1
Housing Program Specialist	FT	-	3	-	3	(3)	-	-	-
Management Analyst	FT	1	5	-	5	(2)	3	-	3
Parking Control Officer	FT	-	2	-	2	-	2	-	2
Permit Technician	FT	1	4	-	4	-	4	-	4
Planning Commissioner	FT	-	7	-	7	-	7	-	7
Planning Div Mgr / Official	FT	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	1	5	-	5	-	5	-	5
Sr Code Compliance Officer	FT	(1)	-	-	-	-	-	-	-
Sr Engineer, P.E.	FT	1	1	-	1	-	1	-	1
Sr Financial Analyst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	FT	-	1	-	1	-	1	-	1
Sr Parking Control Officer	FT	-	1	-	1	-	1	-	1
Sr Permit Technician	FT	-	2	-	2	-	2	-	2
Sr Planner	FT	-	2	-	2	-	2	-	2
Storm Water Prog Mgr	FT	1	1	-	1	-	1	-	1
TOTAL - Community & Economic Dev.		10	67	(2)	65	(6)	59	-	59

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

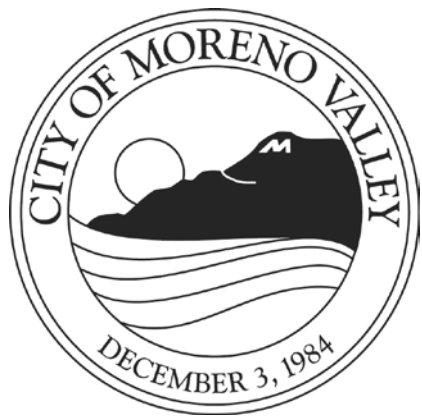
Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	
20 Community & Economic Dev							
1010 GENERAL FUND							
	20010 CEDD - Admin	\$ 391,450	\$ 400,916	\$ 348,270	\$ 323,154	\$ 323,154	\$ -
	20011 CEDD - Dev Svcs						
	Support	270,240	227,713	223,314	204,198	204,198	-
	20050 Successor Agcy -						
	General Fund	-	45,111	270,514	-	-	(270,514)
	20110 Code Compliance	1,483,073	1,471,201	1,415,133	1,569,658	1,569,658	-
	20111 Code - CDBG	-	-	-	-	-	-
	20112 Code - JAG	18,400	-	-	-	-	-
	20113 Graffiti Restitution	24,574	-	25,919	-	-	(25,919)
	20114 Rental Housing						
	Inspection Prgm	-	-	-	-	-	-
	20115 Rancho Belago Sign						
	Prgm	56,764	-	-	-	-	-
	20210 Planning Commission	64,587	68,192	75,971	75,521	75,800	279
	20211 Planning - Dev Svcs						
	Support	735,176	878,134	737,714	926,274	926,274	-
	20212 Advanced Planning	388,185	393,203	416,321	485,638	489,697	4,059
	20310 Building	1,106,302	1,370,809	1,528,820	1,519,678	1,526,552	6,874
	20311 Document Imaging	3,313	-	-	-	-	-
	20410 Land Development	1,090,980	1,122,590	1,158,872	1,123,772	1,123,772	-
	20411 Inspection Services	470,575	496,504	505,165	503,704	506,656	2,952
	20412 HLFV Project	-	-	-	-	-	-
	20413 Verizon FTTP	3,231	7,954	40,455	-	-	(40,455)
	20414 Sunesys, LLC	234	-	2,436	-	-	(2,436)
	20415 HLFV Interchanges	2,033	326	25,897	-	-	(25,897)
	20416 EMWD Sunnymead						
	Pipe	-	-	-	-	-	-
2008 STORM WATER							
MANAGEMENT							
	20450 Stormwater - NPDES	495,333	527,295	642,609	576,389	585,849	9,460
	20451 Stormwater Inspections	135,766	149,645	136,829	137,579	138,273	694
	20452 Stormwater Plan						
	Checks	122,892	120,800	136,903	110,227	111,100	873

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
20453	Stormwater Regulatory Permit	162,005	162,585	203,100	250,175	47,075	282,175	32,000
2012 STRATEGY PLAN GRANT/SCE	72201 Strategy Plan Grant - SCE	7,260	92,089	-	29,415	29,415	-	(29,415)
2204 WORKFORCE HOUSING PROGRAM GRANT	72505 Workforce Housing Program	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	72503 EPA Grant - Box Springs Water	-	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	72506 ETA Job Training Grant Program	13,553	-	-	-	-	-	-
2506 HOME(FEDERAL)	72651 Community Housing Dev Org	-	-	-	-	-	-	-
	72652 Multi-Family Projects	-	-	-	-	-	-	-
	72653 Multi-Family Perris Isle Senior	-	-	-	-	-	-	-
	72654 Multi-Family Housing Development	-	-	-	-	-	-	-
	72655 Habitat for Humanity - Graham	65,956	-	-	-	-	-	-
	72656 Hemlock Family Apartments	-	304	1,200,000	-	(1,200,000)	-	-
	72657 Home Administration	49,740	133,263	449,073	902,077	453,004	564,780	(337,297)
2507 NEIGHBORHOOD STABILIZATION PROG	72701 NSP 1	2,991,605	1,212,990	4,194,892	1,694,016	(2,500,876)	-	(1,694,016)
	72703 NSP 3	-	19,126	3,675,849	1,772,435	(1,903,414)	-	(1,772,435)
	72704 Multi-Family Housing Development	229,466	81,926	-	-	-	-	-
2508 HOMELESSNESS PREVENTION PROG	72602 CDBG 2001-02	30,000	30,000	30,000	-	(30,000)	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	72611 CDBG 2010-11	1,245,318	1,066,635	2,357,033	2,575,197	218,164	1,808,387	(766,810)
2513 CDBG RECOVERY ACT OF 2009	72501 CDBG Recovery Act of 2009	224,133	30,700	-	-	-	-	-
2715 JAG GRANTS	72109 Code JAG 2009 DJ-BX-1178	40,274	39,502	1,731	-	(1,731)	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) Proposed
72110 Code JAG 2010 DJ-BX-1238		42,699	68,961	2,032	-	(2,032)	-	-
72111 Code JAG 2011 Grant		-	11,154	82,530	21,378	(61,152)	-	(21,378)
72112 Code JAG 2012 DJ-BX-0695		-	-	-	63,227	63,227	-	(63,227)
72703 NSP 3		-	-	-	-	-	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	20801 Successor Agency Admin	-	120,450	267,250	250,000	(17,250)	250,000	-
	20802 Successor Agency Operating Fund	-	438,436	974,820	1,193,817	218,997	1,193,817	-
	20802 Successor Agency Operating Fund	-	-	-	-	-	-	-
4810 HOUSING ASSET FUND	20820 Successor Agency Tax Revenue	-	331,769	-	-	-	-	-
4851 SUCSR AGENCY 2007 TABS A DEBT SRV	20830 Successor Agy 2007 TABS A Debt S	-	656,450	-	2,260,000	2,260,000	2,275,000	15,000
8010 RDA ADMINISTRATION	20701 RDA Administration	595,863	376,051	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	20740 RDA 2007TABS, Series A Cap Proj	518	-	-	-	-	-	-
8210 RDA HOUSING FUND	20550 RDA Housing Fund	865,344	373,503	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	20720 RDA Tax Increment	2,599,308	2,222,562	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	20730 RDA 2007TABS, SERIES A DEBT SV	2,185,032	1,235,842	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	20750 RDA 2007TABS, SERIES B DEBT SV	22,848,672	-	-	-	-	-	-
8884 HOUSING AUTHORITY	20601 Housing Authority	-	14	25,561	-	(25,561)	-	-
	20603 Oakwood Apartments	-	(1,027,000)	-	-	-	-	-
	20612 Rancho Dorado Proj. South	-	1,777,000	-	-	-	-	-
	20613 Hemlock Family Apartments	-	-	-	-	-	-	-
20 Community & Economic Dev Total		\$ 41,059,852	\$ 16,734,705	\$ 21,155,013	\$ 18,567,529	\$ (2,587,484)	\$ 13,955,142	\$ (4,612,387)



FINANCIAL & MANAGEMENT SERVICES DEPARTMENT

Department Description

The Financial & Management Services (FMS) Department provides a wide range of support services to other City departments. These services include budget coordination; financial reporting; payroll; billing and accounts receivable; accounts payable; cash management and investing; business licensing and cashiering; special landscape and lighting districts; and technology services including network administration and security, enterprise systems and database administration, geographic information systems, backbone infrastructure and telecommunications. Following is a description of the major functions that comprise the department.

Financial Operations Division

This division coordinates preparation of the City-wide budget; produces internal monthly financial reports; and prepares First Quarter and Mid-Year Budget Reviews to keep the City Council apprised regarding the status of the current fiscal year's budget and provides full accounting services including internal and external reporting for the City and Community Services District; payroll; accounts payable; and debt administration. This division also administers the annual audit process and is responsible for determining the propriety and legality of all financial transactions in accordance with laws, regulations, accounting standards, and Council and administrative policy.

Special Districts Division

Special Districts evaluates, establishes and administers special financing districts for construction and acquisition of public infrastructure, as well as manages special benefit programs for street lighting, parkway landscape and improved median landscape maintenance services to residential neighborhoods and commercial/industrial areas. To pay for each financed district or program service, Special Districts annually submits for collection on the Riverside County property tax bill a levy of Community Services District charges, special taxes and/or assessments, nuisance abatement fees, National Pollutant Discharge Elimination System rates, and solid waste delinquencies.

Technology Services Division

This division is responsible for the centralized design, maintenance, security and support of the City's technology, applications, communication infrastructure, computer network, and telephone/radio systems. Four sections in this division provide city-wide support for the computer network and security, including desktop support and Internet access; support for databases and various enterprise software applications including an Enterprise Resource Planning (ERP) system, Permitting system, Document Imaging system, Citizen Relationship Management (CRM) system, Work Order system, and Geographic Information System (GIS); and the communications backbone, telephone system, audio/video, video surveillance and two-way radio communications.

☐ Treasury Operations Division

This division's primary responsibilities include accounts receivable, business licensing and cashing, daily cash management, oversight of the investment portfolio, oversight and management of the citywide debt program and implementation of controls to safeguard cash. This division is also responsible for developing revenue projection models and conducting revenue audits to ensure compliance with City ordinances and other laws and regulations that govern City revenues.

Department Mission Statement

The mission of the Financial & Management Services Department is to effectively manage the City's finances and safeguard its assets through adherence to the highest ethical standards, sound internal controls, and meaningful financial reporting; existing and future special districts are administered efficiently and effectively while maintaining a high standard of quality; and provide a high level of staff support and automation through the internal service function of Technology Services.

Department Goals

Administration

- Complete the Total Road Improvement Program financing to fund the Nason Street improvements from Fir to Cactus. Resolve the appeal of the default validation judgment and complete the sale of Certificates of Participation by June 2013.
- Update the Long Range Business Plan (LRBP) to keep the model current during FY 2012-13. Create an internet-based version of the model to allow use of the model by Moreno Valley citizens.
- Initiate the Long Range Business Plan models for the Community Services Districts and the Moreno Valley Utility to be completed in FY 2013-14.
- Lead the feasibility review for a potential revenue ballot measure for the City resulting in the presentation of data to City Council by February 2013.
- Develop and implement an action plan to resolve the limitations presented by the substandard condition of Box Springs Mutual Water Company water system.
- Lead the development and approval of a Three-Year Citywide Budget for FY 2013-14 through FY 2015-16.
- Participate in the development of Quality of Life Programs for the citizens of the City to be implemented as revenues become available.

Financial Operations

- Complete the City's budget process, which will include a two-year adopted budget, which will balance the City's budget with ongoing resources. Continue to receive the CSMFO Meritorious budget award, recognizing the quality and content of the City's budget document.
- Complete the City's annual CAFR timely (by December 2013) and achieve no negative comments in the City's Management Letter, while achieving the GFOA's Certificate of Achievement of Excellence in Financial Reporting Award.
- Achieve a clean audit for the FY 2012/13 Simple Audit Report as of June 30, 2013.

- Successfully implement additional modules of City's new ERP system for Finance, Accounting and Accounts Payable during FY 2013/14.

Special Districts

- Continue to modify the CSD's Annual Report by enhancing it with specific information relative to and consistent with current legislation and recent case law. (multi-year)
- Implement certain modifications to the existing CSD landscape zones to ensure compliance with legislation and recent case law which may include creation of Landscape Lighting and Maintenance Districts and/or Community Facilities Districts and begin process of converting landscaping zones into the most effective financial structure. (multi-year)
- Initiate processes to transition the residential street lighting program from a CSD zone structure format to a financing structure that is commonly used today which may include creation of a Landscape, Lighting and Maintenance District for existing development and a Community Facilities District for new development. (multi-year)
- Commence further analysis on Zones A & C to ensure continued compliance with legislation and recent case law.

Technology Services

- Implement the Financials, Human Resources, and Payroll ERP replacement projects to give the City's financial systems a state-of-the-art platform on which to operate.
- Build the Police Department a citywide video surveillance system that contributes to more effective policing and is able to accommodate additional cameras in the future from other City Departments.
- Connect the City Yard to City Hall with Fiber Channel lines instead of microwave in order to remove the current communication delays.
- Connect select traffic signals to City Hall with Fiber Channel lines instead of copper in order to facilitate traffic signal replacements and the addition of traffic cameras.
- Complete the City's Excellence in Information Technology Practices application and achieve the statewide, peer-reviewed award from MISAC.

Treasury Operations

- Develop interfaces between the LOGOS General Ledger system and existing Point of Sale systems.
- Monitor development announcements related to the LOGOS Revenue Collection module for the addition of check image processing and integrated credit card processing features which are not available in the current release.
- Develop and formulate structure for new Miscellaneous Billing (Accounts Receivable) process. Update the Treasury Operations website
- Increase utilization of the on-line Business License Renewal Program by promoting the program through channels such as the Chamber of Commerce, MVTV-3, direct mail and other cost effective means.
- Monitor and update the Investment Policy as necessary to reflect current issues and best practices in the fixed income/securities industry.
- Organize a comprehensive city-wide fee revision study.

City of Moreno Valley
 FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
<u>Financial & Management Services</u>									
Accountant I	FT	-	2	-	2	-	2	-	2
Accounting Asst	FT	(2)	3	-	3	-	3	-	3
Accounting Technician	FT	-	2	-	2	-	2	-	2
Accounts Payable Supervisor	FT	-	1	-	1	-	1	-	1
Administrative Asst	FT	-	-	-	-	-	-	-	-
Applications & DB Admin	FT	-	1	-	1	-	1	-	1
Applications Analyst	FT	-	1	-	1	-	1	-	1
Asst. Applications Analyst	FT	-	-	-	-	-	-	-	-
Asst Network Administrator	FT	-	1	-	1	-	1	-	1
Budget Officer	FT	(1)	-	1	1	-	1	-	1
Enterprise Systems Admin	FT	-	1	-	1	-	1	-	1
Executive Asst I	FT	(1)	-	1	1	-	1	-	1
Chief Financial Officer/City Treas	FT	-	1	-	1	-	1	-	1
Financial Operations Div Mgr	FT	-	1	-	1	-	1	-	1
GIS Administrator	FT	-	1	-	1	-	1	-	1
GIS Specialist	FT	-	1	-	1	-	1	-	1
GIS Technician	FT	-	1	(1)	-	-	-	-	-
Info Technology Technician	FT	-	2	-	2	-	2	-	2
Landscape Development Coord	FT	-	1	(1)	-	-	-	-	-
Landscape Irrigation Tech	FT	-	1	-	1	-	1	-	1
Landscape Svcs Inspector	FT	(2)	5	(2)	3	(1)	2	-	2
Management Analyst	FT	-	1	1	2	-	2	-	2
Network Administrator	FT	-	1	-	1	-	1	-	1
Network System Specialist	FT	-	-	-	-	-	-	-	-
Payroll Supervisor	FT	-	1	-	1	-	1	-	1
Principal Accountant	FT	-	1	-	1	-	1	-	1
Spec Dist Budg & Accting Spvr	FT	(1)	-	-	-	-	-	-	-
Spec Districts Div Mgr	FT	-	1	-	1	-	1	-	1
Special Districts Prog Mgr	FT	-	1	-	1	-	1	-	1
Sr Accountant	FT	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	(3)	3	-	3	-	3	-	3
Sr Applications Analyst	FT	-	-	-	-	-	-	-	-
Sr GIS Analyst	FT	-	1	-	1	-	1	-	1
Sr IT Technician	FT	-	-	-	-	-	-	-	-
Sr Landscape Svcs Inspector	FT	-	1	-	1	-	1	-	1
Sr Management Analyst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	FT	(1)	-	-	-	-	-	-	-
Sr Payroll Technician	FT	-	1	-	1	-	1	-	1
Sr Telecomm Technician	FT	-	1	-	1	-	1	-	1
Technology Services Div Mgr	FT	-	1	-	1	-	1	-	1
Telecomm Engineer / Admin	FT	-	1	-	1	-	1	-	1
Telecomm Technician	FT	-	1	-	1	-	1	-	1
Treasury Operations Div Mgr	FT	-	1	-	1	-	1	-	1
TOTAL - Financial & Management Svcs		(11)	45	(1)	44	(1)	43	-	43

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	
30 Financial & Management Svcs							
1010 GENERAL FUND							
	25010 FMS Admin	\$ 392,464	\$ 277,835	\$ 506,249	\$ 518,337	\$ 519,702	\$ 1,365
	25011 FMS Projects	-	-	25,000	105,500	105,500	-
	25110 Financial Ops/Budgeting	1,166,495	1,185,546	1,280,602	693,091	698,098	5,007
	25111 Payroll	-	-	-	198,653	199,969	1,316
	25112 Accounting	-	-	-	227,360	228,880	1,520
	25113 Accounts Payable	-	-	-	175,980	177,140	1,160
	25210 Treasury Ops/Accts Receivable	1,016,435	980,299	1,027,073	1,061,471	1,091,499	30,028
	25211 Cashiering	-	-	-	-	-	-
	25212 Business License	-	-	-	-	-	-
	25213 False Alarms	-	-	-	-	-	-
	25310 Animal Services	2,214,247	2,175,366	-	-	-	-
	25311 Animal Services	4,400	10,850	-	-	-	-
	Donations	511,467	475,505	-	-	-	-
	25510 Purchasing	-	-	-	-	-	-
	25701 Special Districts - General	-	-	875,137	814,095	813,358	(737)
2006 SPEC DIST ADMIN	25702 Special Districts - M&O On Call	-	-	2,000	21	33	12
2010 CFD #4M	25804 CFD No 4-M	-	-	48,200	35,300	33,300	(2,000)
2510 EECBG	73501 City Hall HVAC	170,019	572,206	50,000	-	-	-
	73502 City Hall Solar Film	41,352	223	-	-	-	-
	73503 City Hall Interior Lights	51,031	-	-	-	-	-
	73504 City Hall Prkg Lot Lights	-	-	-	-	-	-
	73505 Sr Ctr Int & Ext Lights	11,167	-	-	-	-	-
	73506 Fire Station #6 Lights	10,226	-	-	-	-	-
	73507 Fire Station #48 Lights	4,171	-	-	-	-	-
	73508 Fire Station #65 Lights	4,414	-	-	-	-	-

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

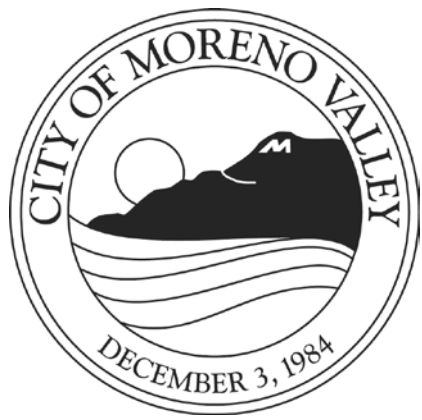
Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	
	73509 Library Int & Ext Lights	32,321	-	-	-	-	-
	73510 LED Street Sign Lights	104,418	161,909	198,600	-	-	(198,600)
	73511 Independence Program	-	-	-	-	-	-
	73512 Strategy Task Force	133,772	138,308	189,972	-	-	(189,972)
	73513 ArcLogistics Software	65,259	976	-	-	-	-
	73514 Shadow Mountain Lights	16,813	-	-	-	-	-
	73515 EECG Grant Administration	7,436	4,986	6,821	-	-	(6,821)
4011 ASSMT DIST 98-1 DEBT SERVICE	25802 AD No 98-1	-	-	2,750	2,700	2,800	100
4015 CTRPT 87-4	25801 AD No 87-4	-	-	-	-	-	-
4019 CFD#5 STONERIDGE 5012 ZONE B STREET LIGHTS	25805 CFD No 5	-	-	382,000	382,000	389,900	7,900
5013 ZONE E EXTENDED LANDSCAPE	25703 Street Lighting	-	-	1,761,277	1,677,100	1,735,500	58,400
	25705 Zone E Extensive Landscape	-	-	834,380	731,583	733,883	2,300
	25706 Zone E-1	-	-	187,280	217,600	218,700	1,100
	25707 Zone E-1A	-	-	31,600	30,600	32,000	1,400
	25708 Zone E-2	-	-	278,460	284,800	298,500	13,700
	25709 Zone E-3	-	-	282,500	303,100	311,600	8,500
	25710 Zone E-3A	-	-	26,000	16,100	16,500	400
	25711 Zone E-4	-	-	233,380	225,600	230,600	5,000
	25712 Zone E-4A	-	-	10,300	9,000	9,100	100
	25713 Zone E-7	-	-	88,700	89,700	94,600	4,900
	25714 Zone E-8	-	-	169,200	321,900	328,800	6,900
	25715 Zone E-12	-	-	74,800	57,300	59,900	2,600
	25716 Zone E-14	-	-	89,700	88,700	92,600	3,900
	25717 Zone E-15	-	-	56,200	34,500	35,400	900
	25718 Zone E-16	-	-	67,200	71,300	73,600	2,300

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	
5110 ZONE C ARTERIAL ST LIGHTS	25703 Street Lighting	-	-	953,013	927,800	957,400	29,600
5111 ZONE D STANDARD LANDSCAPE	25704 Zone D Standard Landscape	-	-	1,096,515	1,086,200	1,120,300	34,100
5112 ZONE M MEDIANS	25719 Zone M	-	-	306,709	281,844	292,144	10,300
5114 ZONE S	25720 Zone S	-	-	66,274	66,017	68,017	2,000
7210 TECHNOLOGY SERVICES	25410 Enterprise Applications	1,113,277	1,427,982	1,729,553	1,539,944	1,573,258	33,314
	25411 Network Operations	1,107,088	1,187,719	1,491,617	1,596,030	1,512,985	(83,045)
	25412 Telecommunications	723,175	767,603	1,052,038	1,080,664	1,067,653	(13,011)
	25413 Geographic Information Systems	601,614	454,469	919,180	666,388	670,113	3,725
	25450 Enterprise Permitting System	-	-	-	-	-	-
	25451 Class Recreation Software Imp	-	-	33,200	33,200	33,200	-
	25452 Records Management System	-	20,150	109,000	-	-	(109,000)
	25453 ERP Replacement Project	-	1,067,258	2,001,093	500,000	500,000	(1,501,093)
	25454 Interactive Voice Response Sys	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	25610 Facilities - General	954,282	914,139	-	-	-	-
	25611 City Hall	484,802	504,827	-	-	-	-
	25612 Corporate Yard	99,562	106,372	-	-	-	-
	25613 Transportation Trailer	5,270	4,906	-	-	-	-
	25614 Public Safety Building	309,633	329,051	-	-	-	-
	25615 Library	74,746	80,768	-	-	-	-
	25616 Pro Shop	20,441	12,025	-	-	-	-
	25617 MVTV Studio	8,693	3,618	-	-	-	-
	25618 Animal Shelter	76,464	82,778	-	-	-	-
	25619 Senior Center	80,896	82,478	-	-	-	-

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	Increase (Decrease) over/(under) 2013/14 Proposed
25620	Towngate Community Cntr	27,395	26,726	-	-	-	-	-
25621	March Field Community Cntr	26,909	30,112	-	-	-	-	-
25622	TS Annex	86,586	86,380	-	-	-	-	-
25623	Recreation & Conference Cntr	215,493	207,746	-	-	-	-	-
25624	Facilities - Annex	3,240	6,143	-	-	-	-	-
25625	ESA Annex	12,821	13,894	-	-	-	-	-
25626	Fire Stations	-	-	-	-	-	-	-
25627	Warner Ranch Police Satellite	-	-	-	-	-	-	-
25628	Annex I	20,774	15,736	-	-	-	-	-
25629	Fire Station #2 (Hemlock)	30,548	35,934	-	-	-	-	-
25630	Fire Station #6 (TownGate)	32,996	39,954	-	-	-	-	-
25631	Fire Station #48 (Sunnymead Ra)	24,750	20,400	-	-	-	-	-
25632	Fire Station #58 (Eucalyptus)	35,028	30,641	-	-	-	-	-
25633	Fire Station #65 (JFK)	35,481	21,864	-	-	-	-	-
25634	Fire Station #91 (College Park)	40,208	37,466	-	-	-	-	-
25635	Utilities Field Office	864	948	-	-	-	-	-
25636	Veterans Memorial	4,861	5,480	-	-	-	-	-
25637	Emergency Ops Center	35,371	47,596	-	-	-	-	-
25638	In House Copier	138,910	101,023	-	-	-	-	-
25639	Fire Station #99 (Morrison Park)	-	-	-	-	-	-	-
25640	Security Guards	164,142	167,260	-	-	-	-	-
7910	CENTRAL SERVICES	-	-	-	-	-	-	-
25511	Stores	-	-	-	-	-	-	-
30	Financial & Management Svcs Total	\$ 12,554,226	\$ 13,925,453	\$ 18,543,573	\$ 16,151,478	\$ 16,326,532	\$ (2,392,095)	\$ 175,054



FIRE DEPARTMENT

Department Description

The City of Moreno Valley Fire Department operates seven fire stations and a Fire Prevention Bureau that provides fire suppression, emergency medical, rescue, and hazardous materials response as well as fire prevention services to the citizens of Moreno Valley. The equipment utilized by the department has the versatility to respond to both urban and rural emergency conditions. Through a Cooperative Fire Services Agreement with CAL FIRE/Riverside County Fire, the City has access to additional emergency equipment such as brush engines, firefighting aircraft, hazardous materials unit, fire crews, and breathing support units. The Office of Emergency Management and Volunteer Services program provides a wide variety of training to both employees and the community. Additionally, this program is tasked with preparing the City for any emergency situation through mitigation, preparedness, response, and recovery for a variety of natural or man-made disasters that may occur in the community.

Fire Operations

The Moreno Valley Fire Chief directs an integrated fire services program within the City. The emergency response level provides one Chief Officer, seven three-person Engine Companies and two four-person Truck Companies. Each Engine Company is staffed by at least one firefighter paramedic who can provide advance life support.

Fire Prevention

The Fire Marshal, under direction of the Fire Chief, supervises the Fire Prevention Bureau. The Fire Prevention Bureau conducts fire and life safety inspections as well as plan reviews for new construction, existing buildings, and special events. The Bureau also oversees the City's Hazard Abatement Program and Multi-Family Residential Housing Inspection Program.

Office of Emergency Management and Volunteer Services

The Fire Department's Office of Emergency Management and Volunteer Services Program is responsible for minimizing the impact of natural and man-made disasters by establishing readiness through city-wide preparedness, response, recovery and mitigation. This includes coordinating and conducting drills for the City's Emergency Operations Center as well as providing Community Emergency Response Team to the community.

Volunteers – Reserve Firefighter

There are approximately 25 volunteer reserve firefighters who enhance the fire protection needs of the City by providing additional staffing on the fire engines when they are available.

Volunteers – City

The City's volunteer program provides a source of expertise, talent, and manpower for City programs as well as an avenue for citizens to participate in their local government. Volunteers provide assistance with animal care, shelving returned books at the library, coaching youth sports, special events and much more. Some departments can utilize volunteers as young as 14, while others require the volunteer to be at least 18.

☐ Fire Explorers

The Fire Explorer Program is designed to educate youths about the fire service field and to assist them in preparing for a career with the Fire Department. They receive training on fire tactics, hose lays, first aid, and fire prevention programs.

Department Mission Statement

The Moreno Valley Fire Department serves the community with pride, integrity, and professionalism while providing quality emergency services to protect and preserve life and property of its citizens when exposed to fires, medical emergencies, natural or man-made disasters, hazardous materials incidents, and rescue emergencies in a safe, efficient and cost effective manner as a result of a cooperative, regionalized fire and rescue delivery system with the Riverside County Fire Department. To minimize the impact of natural or man-made disasters by identifying and mitigating known hazards and to enhance our response to these disasters by providing quality training to the community on disaster preparedness, response, and recovery.

~Core Values~

Safety – Leadership – Integrity – Competence – Customer Service

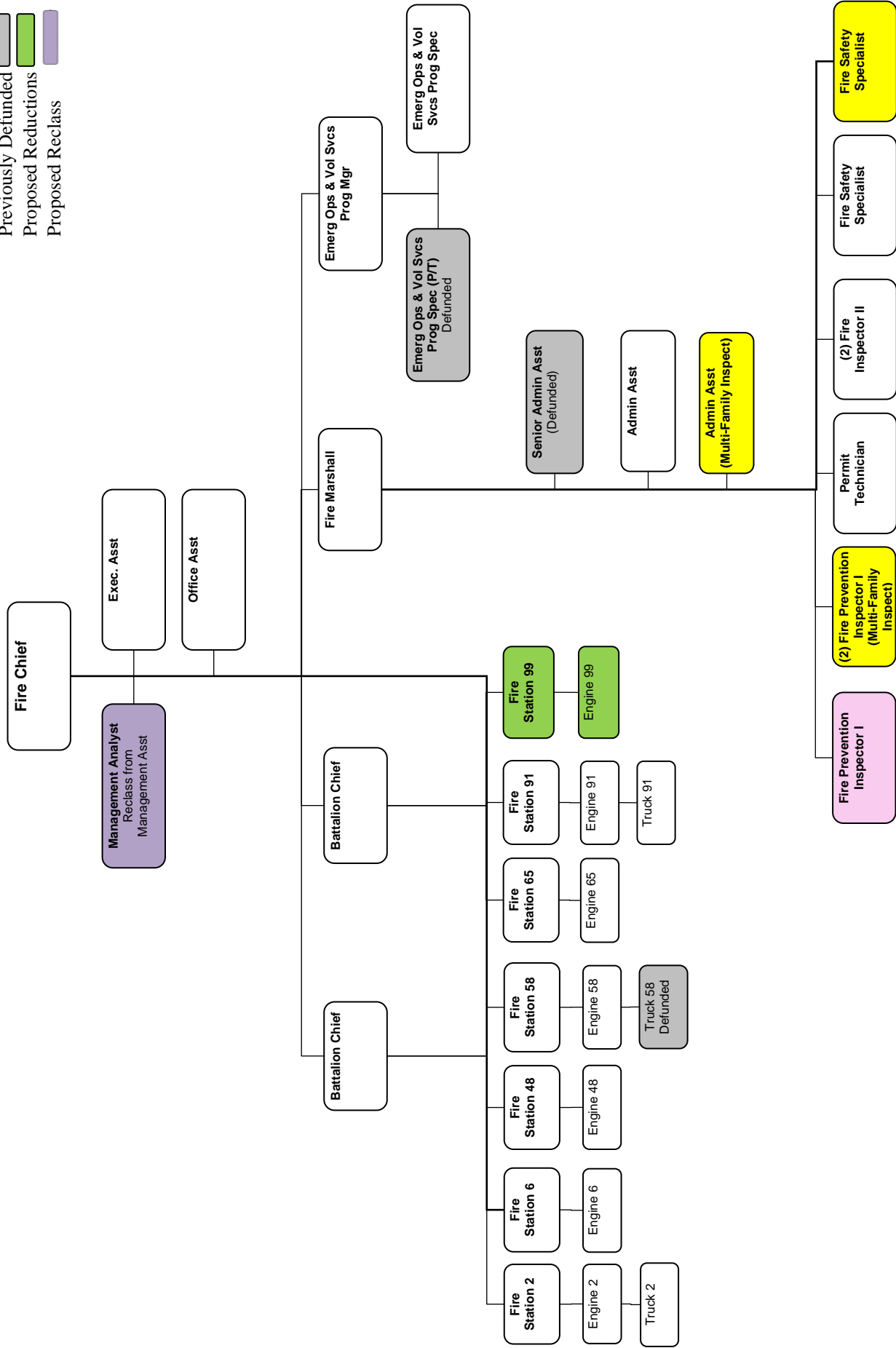
Department Goals

- The goal of Fire Operations is to respond to emergency calls for service from the community within 5 minutes of dispatch 90% of the time and to provide quality emergency services while protecting the life and property of the citizens of Moreno Valley.
- The goals of the Fire Prevention Division are:
 - Perform plan reviews within 10 working days 90% of the time or greater.
 - Perform all new construction inspections within 48 hours of request unless otherwise requested by the customer.
 - Conduct fire & life safety inspections annually in all businesses and state regulated occupancies.
 - Respond to citizen concerns within 48 hours of contact.Through efficiency and expediency, our goal is to ensure a reasonable degree of community safety exists for all stakeholders at all times.
- The goal of Office of Emergency Management is to ensure that all City staff have met the minimum National Incident Management System (NIMS) training standards and to provide training to 95% of Emergency Operations Center staff members in preparation for an Emergency Operations Center activation or disaster exercise.

Proposed Additions:
 FY 2013/14
 FY 2014/15

Previously Defunded
 Proposed Reductions
 Proposed Reclass

Fire Department



Note: The Organization Chart has been updated and may not identify any staffing reductions which occurred prior to FY 2011/12.

City of Moreno Valley
 FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY	FY	FY	FY	FY	FY	FY	FY
		2011/12	2011/12	2012/13	2012/13	2013/14	2013/14	2014/15	2014/15
		Adj.	No.	Adj.	No.	Adj.	No.	Adj.	No.
<u>Fire</u>									
Administrative Asst	FT	-	-	1	1	1	2	-	2
Emerg Mgmt & Vol Svc Prog Spec	FT	-	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	P/T	(1)	-	-	-	-	-	-	-
Emerg Mgmt & Vol Svcs Prog Mgr	FT	-	1	-	1	-	1	-	1
Executive Asst I	FT	-	-	1	1	-	1	-	1
* Fire Inspector I	FT	-	-	-	-	2	2	1	3
Fire Inspector I I	FT	-	2	-	2	-	2	-	2
Fire Marshall	FT	-	1	-	1	-	1	-	1
Fire Safety Specialist	FT	-	1	-	1	1	2	-	2
Management Asst	FT	-	1	-	1	(1)	-	-	-
Management Analyst	FT	-	-	-	-	1	1	-	1
Office Asst	FT	-	1	-	1	-	1	-	1
Permit Technician	FT	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	(1)	-	-	-	-	-	-	-
Sr Office Asst	FT	-	-	-	-	-	-	-	-
TOTAL - Fire		(2)	9	2	11	4	15	1	16

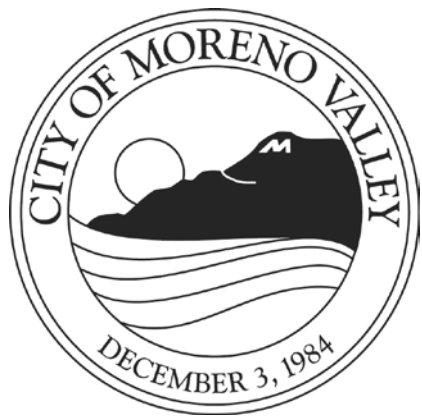
* The Position Summary reflects the conversion of certain temporary positions into full time career positions.

Department / Position Title		FY	FY	FY	FY	FY	FY	FY	FY
		2011/12	2011/12	2012/13	2012/13	2013/14	2013/14	2014/15	2014/15
		Adj.	No.	Adj. *	No.	Adj.	No.	Adj.	No.
<u>Fire (Sworn)</u>									
Battalion Chiefs		-	2	-	2	-	2	-	2
Division Chief		-	1	-	1	-	1	-	1
Fire Apparatus Engineers		-	20	2	22	-	22	(2)	20
Fire Apparatus Engineer Paramedics		-	2	-	2	-	2	-	2
Fire Captain		-	21	2	23	-	23	(2)	21
Firefighter II (truck companies)		-	10	-	10	-	10	-	10
Firefighter II Paramedics		-	15	3	18	-	18	(2)	16
TOTAL - Fire (Sworn)		-	68	7	75	-	75	(6)	69

* Fire Station 99 was opened in FY 2012/13.

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
40 Fire								
1010 GENERAL FUND								
	30110 Fire Operations	\$ 13,844,493	\$ 13,429,615	\$ 15,353,197	\$ 16,137,207	\$ 784,010	\$ 15,441,186	\$ (696,021)
	30210 Fire Prevention Inspections	286,274	339,226	296,038	416,216	120,178	416,577	361
	30211 Fire Prevention	663,144	755,650	868,700	1,083,956	215,256	1,172,621	88,665
	30310 Office of Emergency Mgmt & Vol	605,685	596,640	694,561	725,774	31,213	735,192	9,418
2014 EMERGENCY SERVICES	30150 AMR Emergency Fines 74203 December 2010 Mudslides	-	27,349	80,000	110,000	30,000	80,000	(30,000)
2016 DISASTER 2503 EMPG-EMERGENCY MGMT GRANT	74101 EMPG- Emergency Mgmt Prep	55,796	-	-	-	-	-	-
2511 FY10 EOC GRANT 3005 FIRE SERVICES CAPITAL	74011 EOC Grant	69,451	103,800	75,259	74,506	(753)	74,932	426
	30160 Fire Capital	21,401	88,584	400,000	-	(400,000)	-	-
		-	15	-	-	-	-	-
40 Fire Total		\$ 15,546,243	\$ 15,340,878	\$ 17,767,755	\$ 18,547,659	\$ 779,904	\$ 17,920,508	\$ (627,151)



ADMINISTRATIVE SERVICES DEPARTMENT

Department Description

This Department is responsible for centralized Administrative Service functions within the City including talent management, labor relations, personnel rules application and policy setting, training, benefits, workers' compensation, Equal Employment Opportunity (EEO), purchasing and central stores; and related support. The library provides a full range of information services via traditional delivery methods and through various electronic venues. Additionally, the department provides oversight for the public safety function of animal control services.

Purchasing and Facilities

This division serves a dual function. Purchasing responsibilities include centralized services through the use of requisitions, requests for proposals, and invitations to bid for all City operations; and ensuring full, open, and fair competition while maximizing the value received in the procurement process and conforming to the Purchasing Ordinance and accepted purchasing practices. The division is also responsible for providing City-wide mail services. The Facilities team maintains and modernizes City facilities. Activities also include procurement and installation of office furnishings, custodial, security guards, and fire/security systems. Services are provided by City staff, with specialized support via contract.

Animal Services

This division provides a full range of animal care and control services. These services include the investigation of animal bites and reports of animal cruelty; administration of related nuisance ordinances; control of stray animals; and animal licensing. In addition, the division maintains an animal shelter to care for impounded animals, process lost-and-found pets, facilitate pet adoptions, provide education for pet owners, and care for sick and injured animals through a veterinary clinic adjoining the shelter.

Library Division

Reference Services

Provide homework and other research assistance, assist patrons using the online catalog and electronic databases, and select new materials. Prepare recommended reading lists, review materials, plan and implement programs for adults, catalog new materials, answer telephone and online reference questions, handle inter-library loans, filter out outdated or damaged materials, and update library web pages.

Youth Services

Provide help to younger patrons with homework, recommend reading materials, and select new materials. Present story times, facilitate programs such as the annual Summer Reading Program, perform outreach activities at various schools and community events, conduct library group tours, promote literacy and foster a love for reading and learning in all children and teens.

- Circulation Services

Assist patrons with all aspects of library use such as processing patron registrations for library cards and computer usage, materials check-in, check-out, and renewals, answer account inquiries, collect fees and fines, process donated materials, handle sales from the Friends of the Library collection, create library displays, shelve returned books, and all other related activities.

- Computer Lab

The computer lab consists of 15 adult-use computers (including one for express 15-minute increments) and 10 children's computers. Printing is available in color and in black-and-white. The library's microfilm and microfiche collections can be accessed through a microform reader that digitizes articles for printing or saving to a flash drive. The computer lab is staffed during all hours that the library is open.

- Electronic Resources

Research databases and e-books are available for free with a valid library card, including science, business, computer, health and legal information, practice tests for a variety of careers, language learning, reference and resources for all ages of school students, job searching, tuition funding sources, e-books for all ages, and more. Free Wi-Fi access is also available, along with RSS feeds and e-newsletters.

Department Mission Statement

The Administrative Services Department proudly serves Moreno Valley residents, as well as those who provide these services.

As a strategic partner with City leadership, we develop and deliver innovative human resource programs and services tailored to help fulfill the City's public service vision. Our core competencies include recruitment and staffing, classification & compensation, employee relations, training, benefits, workers' compensation and regulatory compliance; public safety through the Animal Services function; and provide a high level of staff support and automation through the internal service functions of Purchasing and Facilities Maintenance. We provide comprehensive library programs, facilities, and services which constantly respond to changing community needs. The library offers access to a broad range of resources, through programs with informational, educational, recreational, and cultural enrichment opportunities for all patrons.

We serve all employees and Departments with respect and enthusiasm, applying creativity to meet our customers' needs and seeking constructive feedback to assist us in further refining our service delivery processes.

Department Goals

Human Resources

- Implement provisions of the California Public Employees' Pension Reform Act of 2013 (PEPRA).

- Conduct Collective Bargaining Re-Openers as specified in the 2012-2015 Memoranda of Understanding with each of the City's employee associations.
- Implement a Diversity Training curriculum for City employees.
- Expand a dynamic Wellness Program to provide new offerings which address employees' needs in a holistic manner.
- Conduct robust, timely recruitments which target Departments' specific needs, providing our customers with highly qualified candidates from which to select the newest members of their respective teams.
- Achieve successful implementation of the Human Resources module within the City's new ERP system.
- Tailor training programs to equip Supervisors for success when addressing personnel situations, while providing ongoing real-time support as needed.
- Complete an audit of the City's Workers' Compensation program.
- Work with the City's Third Party Administrator to refine the City's Workers' Compensation program by implementing key recommendations from the program audit.

Facilities

- Complete the tenant improvements of City Hall Annex 1 to facilitate the use of this City owned building.
- Repair roofs at 5 facilities (City Hall, Animal Shelter, Senior Center, Conference & Recreation Center, and March Field Park Community Center).
- Complete all remaining EECBG grant projects, expend all funds awarded, and submit closing documents to DOE.
- Complete City Hall improvement project to replace all floor coverings in conjunction with Capital Projects' replacement of the second floor subfloor. Provide alternate work locations for second floor staff throughout the reconstruction period.
- Start-up new Morrison Park Fire Station #99.
- Redesign and replace Library HVAC systems.
- Identify and deploy new facilities maintenance software program to provide in-field automation.
- Retrofit/redesign Public Safety Building reception counter to provide specific safety upgrades and replace main lobby doors with sliding glass door.
- Replace parking lot lighting at City Hall, Senior Center, City Yard and Library with energy efficient devices.
- Roll out the "It's My Building" program for designated point-of-contact at key facilities.
- Update Multi-Year Funding Plan for major facility maintenance, to identify and designate required resources.

Purchasing

- Implement and utilize the New World LOGS system to improve the City's procurement process.
- Train staff city-wide to fully utilize the requisition and purchase order system in the LOGOS system.
- Research, purchase and implement an on-line bidding system to efficiently match vendor interests with City products and service needs.

Animal Services

- Achieve efficiencies in field, shelter and office operations by:
 - ❑ **Shelter Operations** - Increase animal adoption rate by 3% and reduce the animal euthanasia rate by 3% by improving the use of technology via Chameleon's web hold for potential adopters, increasing partnerships with animal rescue organizations and increasing participation in off-site pet adoption events (i.e. Walgreens, Moreno Valley Youth Fest, & the upcoming Pet in the Park adoption events).
 - ❑ **Field Operations** - Reduce field response times by 5% to routine and high priority calls by field officers through the implementation of beat assignments and routing incoming calls to field staff by our dispatchers more efficiently by using service request demand levels to adjust beat assignments and using clerical staff to answer incoming calls.
 - ❑ **Office Operations** - Reduce wait time for customers to not exceed 10 minutes at the Animal Shelter by expanding use of the On-Line Web-Licensing and On-Line Service Requests; review of the current phone answering system and streamline the routing process for customers; improvement in the notification process to citizens experiencing barking dog nuisances; and cross-training new staff to be able to clear waiting lines requiring routine transactions.
- Expand on community outreach opportunities by partnering with the Parks and Community Services Department and local businesses to host at least eight adoption events.
- Explore increasing revenue opportunities, including completing applications for at least four grants.

Library

- Add one additional story time program per week.
- Contact a minimum of 20 preschools and Head Start programs to arrange a visit from the children's librarian to conduct a story time and promote the library, with a target of at least 50% participation.
- Partner with the Recreation Division to present at least one puppet show by library staff to the Time for Tots group.
- Partner with the Recreation Division to plan a Halloween costume swap for 2013.
- Add a minimum of 15 new medical education books to support the City's goal of developing Moreno Valley as a medical corridor.
- Add a minimum of 15 new books on job searching and business topics.
- Explore adding Pinterest to the social media outlets currently in use.
- Add a listing to the State Library's VolunteerMatch online service to recruit more teen volunteers.

City of Moreno Valley
 FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
<u>Administrative Services</u>									
Administrative Services Dir	FT	-	1	-	1	-	1	-	1
Animal Care Technician	FT	-	4	-	4	-	4	-	4
Animal Control Officer	FT	-	7	-	7	-	7	-	7
Animal Services Asst	FT	-	2	-	2	-	2	-	2
Animal Svcs Dispatcher	FT	(1)	1	-	1	1	2	-	2
Animal Svcs Division Manager	FT	-	1	-	1	-	1	-	1
Animal Svcs Field Supervisor	FT	-	1	-	1	-	1	-	1
Animal Svcs License Inspector	FT	-	1	-	1	-	1	-	1
Animal Svcs Office Supervisor	FT	-	1	-	1	-	1	-	1
Asst Buyer	FT	-	2	-	2	-	2	-	2
Executive Asst I	FT	-	1	-	1	-	1	-	1
Facilities Maint Mechanic	FT	-	1	-	1	-	1	-	1
Facilities Maint Worker	FT	-	3	-	3	-	3	-	3
Facilities Maintenance Spvr	FT	(1)	-	-	-	-	-	-	-
Human Resources Analyst	FT	-	1	-	1	-	1	-	1
Human Resources Div Manager	FT	-	-	-	-	-	-	-	-
Human Resources Technician	FT	(1)	1	(1)	-	-	-	-	-
Lead Animal Care Technician	FT	-	1	-	1	-	1	-	1
Lead Facilities Maint Worker	FT	-	-	-	-	-	-	-	-
Lib Serv Div Mgr	FT	-	1	-	1	-	1	-	1
Librarian	FT	-	4	-	4	-	4	-	4
Library Asst	FT	-	4	-	4	-	4	-	4
Library Asst	P/T	-	9	-	9	-	9	-	9
Library Circulation Supervisor	FT	-	1	-	1	-	1	-	1
Management Analyst	FT	-	1	-	1	-	1	-	1
Purch & Facilities Div Mgr	FT	-	1	-	1	-	1	-	1
Risk Division Manager	FT	-	1	(1)	-	-	-	-	-
Security Guard	FT	(1)	1	-	1	-	1	-	1
Security Guard	P/T	-	1	-	1	-	1	-	1
Sr Administrative Asst	FT	-	1	1	2	-	2	-	2
Sr Human Resources Analyst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	FT	1	1	-	1	-	1	-	1
Storekeeper	FT	-	1	-	1	-	1	-	1
TOTAL - Administrative Services		(3)	57	(1)	56	1	57	-	57

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	
18 Administrative Services							
1010 GENERAL FUND							
	18010 Human Resources - Admin	\$ 923,963	\$ 773,363	\$ 859,424	\$ 813,117	\$ 816,295	\$ 3,178
	18210 Animal Services	-	-	2,248,741	2,333,348	2,341,168	7,820
	18211 Animal Services Donations	-	-	26,120	18,840	18,840	-
	18310 Purchasing	-	-	489,015	492,384	494,796	2,412
	18510 Library	-	-	2,045,041	1,812,217	1,828,882	16,665
5010 LIBRARY SERVICES							
7110 WORKERS' COMPENSATION	18120 Workers Compensation	330,062	201,199	670,887	671,287	671,516	229
	18130 Workers Compensation - Claims	43,266	13,066	27,048	27,398	27,598	200
7310 FACILITIES MAINTENANCE							
	18410 Facilities - General	-	-	988,227	994,737	993,971	(766)
	18411 City Hall	-	-	725,400	810,055	605,055	(205,000)
	18412 Corporate Yard	-	-	121,850	128,715	133,465	4,750
	18413 Transportation Trailer	-	-	5,400	5,415	5,415	-
	18414 Public Safety Building	-	-	352,100	358,615	358,115	(500)
	18415 Library - Facilities Maint	-	-	84,600	158,320	87,820	(70,500)
	18416 Pro Shop	-	-	27,700	43,120	42,620	(500)
	18417 M/TV Studio	-	-	11,600	-	-	-
	18418 Animal Shelter	-	-	107,700	126,120	112,620	(13,500)
	18419 Senior Center	-	-	93,800	95,625	95,625	-
	18420 Towngate Community Cntr	-	-	37,900	37,850	37,850	-
	18421 March Field Community Cntr	-	-	33,100	40,310	39,810	(500)
	18422 TS Annex	-	-	94,500	-	-	-
	18423 Recreation & Conference Cntr	-	-	262,800	286,040	265,540	(20,500)
	18424 Facilities - Annex	-	-	-	-	-	-
	18425 ESA Annex	-	-	12,500	-	-	-
	18426 Fire Stations	-	-	-	-	-	-

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2012/13 Projected	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget		
18427	Warner Ranch Police Satellite	-	-	-	-	-	-	-
18428	Annex 1	-	-	15,700	132,800	132,800	117,100	-
18429	Fire Station #2 (Hemlock)	-	-	41,100	49,890	39,390	8,790	(10,500)
18430	Fire Station #6 (TownGate)	-	-	42,000	59,050	42,050	17,050	(17,000)
18431	Fire Station #48 (Sunnymead Rnch)	-	-	37,000	45,845	35,345	8,845	(10,500)
18432	Fire Station #58 (Eucalyptus)	-	-	40,700	46,190	46,190	5,490	-
18433	Fire Station #65 (JFK)	-	-	35,200	41,640	31,640	6,440	(10,000)
18434	Fire Station #91 (College Park)	-	-	41,800	50,740	42,740	8,940	(8,000)
18435	Utilities Field Office	-	-	4,600	7,740	7,740	3,140	-
18436	Veterans Memorial	-	-	9,000	8,000	8,000	(1,000)	-
18437	Emergency Ops Center	-	-	81,500	59,050	61,050	(22,450)	2,000
18438	In House Copier	-	-	150,000	150,000	150,000	-	-
18439	Fire Station #99 (Morrison Park)	-	-	-	29,790	30,790	29,790	1,000
18440	Security Guards	-	-	218,785	228,290	229,717	9,505	1,427
18 Administrative Services Total		\$ 1,297,291	\$ 987,629	\$ 10,042,838	\$ 10,162,538	\$ 9,834,453	\$ 119,700	\$ (328,085)

PARKS AND COMMUNITY SERVICES DEPARTMENT

Department Description

Plan, design, and oversee development of new park sites and facilities, maintain parks and facilities in a safe and aesthetically pleasing manner, maintain and oversee development of the multi-use trail system, provide a wide range of programs for the community including athletic leagues, classes, field trips, child care, teen and senior activities, schedule use of facilities, plan, organize and promote special events, and enforce the park rules and regulations and promotion of safe use of park facilities.

Parks and Community Services Administration

Administers the Parks and Community Services Department in order to plan, design, and oversee the wide range of programs offered to the residents of Moreno Valley. Administers the function of the Parks and Recreation Commission and the Recreational Trail Board. Provide live scan processing for volunteers, sports officials, contract class instructors and employees.

Parks Projects

Plan, design, and coordinate construction of parks and related facilities, including retrofit and modifications to meet current codes.

Recreation Division

Senior Program

Plan, design, and oversee the wide range of programs offered to the City's senior citizen community. Administer the function of the Senior Advisory Board.

Recreation Program

Plan, design, and oversee the wide range of recreational programs offered for the City residents; schedule and supervise use of sports facilities.

Community Services

Plan, design, and oversee community service needs. Additionally produce the Recreation Activity Guide three times per year.

Community Events

Plan, design, and oversee recreation community events and programs such as the 4th of July parade and festival. Administers the function of the Arts Commission.

Child Care Grant

Plan, design, and oversee the Child Care Grant program offered by the City, which provides after-school day care to the City's residents.

Facilitate the \$4 million After School and Educational Safety (ASES) grant that serves 5,618 students.

❑ Parks Maintenance Division

○ Park Ranger Program

Maintain safety in the City's parks through patrol services, enforcement of park rules and regulations, and the promotion of safe use of park facilities.

○ Parks Maintenance

Administer maintenance operation of parks and facilities for the 39 sites (531.66 acres) and 10 miles of multi-use trails.

○ Contract Maintenance

Administer landscape maintenance of the "linear parks" for the City including the Senior Community Center, Conference and Recreation Center, Library, City Hall, PSB, City Annex, Animal Shelter, Fire Stations, Utility Substation, Edison Easement, Multi-use Trails, and the Aqueduct Bikeway.

○ Golf Course Program

Administer the Cottonwood Golf Center operations and 16 acre golf course.

○ CSD Public Facilities

Administer the maintenance program for the CSD city-owned buildings, such as the Senior Community Center, March Field Park Community Center, Conference and Recreation Center, Cottonwood Golf Center, Child Care Grant Classrooms and TownGate Community Center.

Department Mission Statement

In partnership with our citizens, the Department of Parks and Community Services provides comprehensive park, and recreation, facilities, and services, which constantly respond to changing community needs. We strive to preserve, enhance, and protect our open space to enrich the quality of life for present and future generations in a safe and secure environment.

Department Goals

Administration and Projects

- Provide additional lighted sports fields.
 - Lasselle Sports Park (early 2014)
- Develop a marketing plan to promote programs and recreation facilities, through various media outlets including Facebook, My Space, and Twitter; and increase public awareness by placing program banners at numerous facilities, and advertising at Moreno Valley Mall.
- Develop Lasselle Sports Park that will be self-sustainable by requiring less maintenance and utility usage.
- Explore alternative options to Cottonwood Golf Center for the operation of the golf course and other possible uses at the facility to reduce expenses, improve efficiency, and increase revenue.
- Develop a policy in order to consider naming rights for department facilities to provide additional advertising and revenues.
- Research developing a policy for field advertising to increase revenue.

- Install an automated lighting system on March Field Softball field.
- Install new play apparatus at Fairway, Westbluff, and El Potrero Parks.
- Complete ADA improvements at Gateway Park restroom and March Annex.
- Seek funding opportunities for additional funding to increase the number of students served by the ASES grant.
- Enhance entryway of Conference and Recreation Center.

Recreation Division (recreational classes, sports, Senior Community Center, after school programs, community events, golf course)

- Solicit sponsorships for the various programs and special events. Explore reassigning staff to enable more time dedicated specifically to soliciting sponsors.
- In conjunction with the Parks Maintenance Division, develop a master schedule to permit annual rotation for closing parks and facilities in order to properly maintain the condition and safety of the fields, keeping the parks aesthetically pleasing. Encourage tournaments by having tournament-ready ball fields and soccer fields.
- Research the possibility of opening a licensed preschool at the former ASES headquarters at March Field Park.
- Expand and improve Movies in the Park by adding more movies throughout the year along with activities and themes, and ensure sponsorship for each movie through community businesses, organizations, and vendors.
- Explore the possibility of hosting sports tournaments to bring additional revenue to the City and to the local businesses such as hotels and restaurants.
- Explore providing additional special events to improve the quality of the life for the community such as Concerts in the Park, Art and Wine Festival, Mud Run, Haunted House, mobile recreation in the park, and multi-cultural events.
- Implement arena league soccer program and adult kickball league.
- Expand Artoberfest event.
- Schedule youth sports leagues at Lasselle Sports Park.

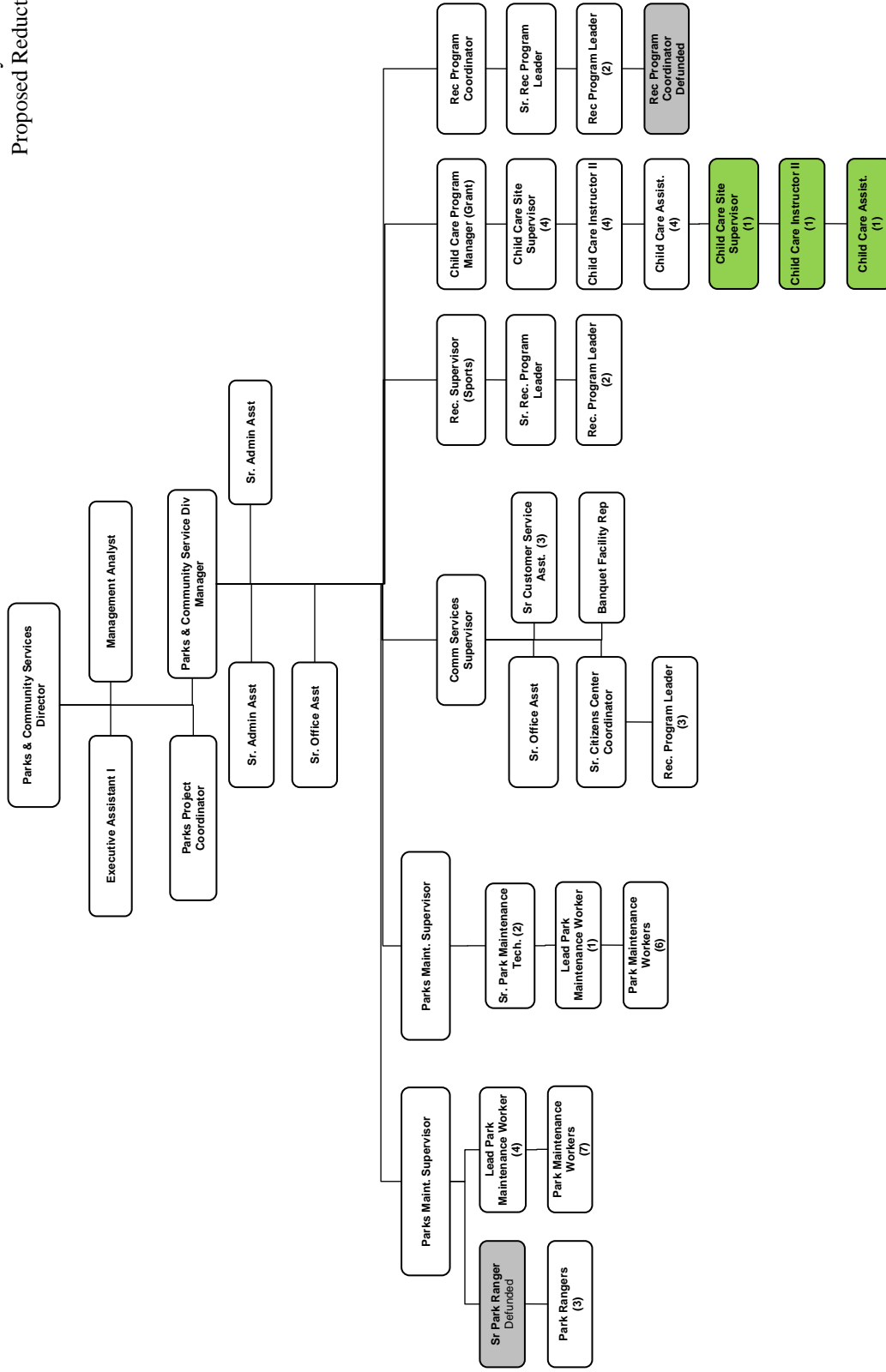
Parks Maintenance (parks, trails)

- Outsource shrub bed maintenance and mowing of Lasselle Sports Park after being constructed.
- Maintain the current standard of park and trail maintenance while providing higher efficiency at the 39 current sites (531.66 acres) and 10 miles of multi-use trails by reorganizing work zones to specific districts within the city, thus allowing more work efficiency due to less drive time between park sites.
- Utilizing local organizations, churches, and volunteers for painting projects at MVCP, Weston Park, Equestrian Center Main Arena and weed abatement and clean-up of Equestrian Center, March Field Park and Aqueduct Bikeways.
- Continue labor force on Friday through Tuesday nights for restroom clean-up and park lock down, thus allowing more patrols and enforcement of park facilities by Park Rangers.
- Expand contract with Workability Program for special needs by increasing work in additional areas of the Aqueduct Bikeways and City trails.
- Add irrigation and turf to a portion of both sides of the Hound Town Dog Park.
- Concrete repair at various park sites.
- Replace and install new restroom partitions and hand dryers at various park sites.
- Update all old irrigation controllers with new ET-based weather station irrigation controllers.
- Re-paint and install new partitions and toilets in restrooms at Fairway Park and Ridgecrest Park.
- Work on the ball field fencing at John F. Kennedy Memorial Park, Woodland Park, March Field Park, and Bethune Park.
- Oversee the tees and greens at Cottonwood Golf Club.

Parks & Community Services Department

Proposed Additions:
 FY 2013/14
 FY 2014/15

Previously Defunded
 Proposed Reductions



Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

City of Moreno Valley
 FY 2013/14 - 2014/15 Position Summary Report by Department

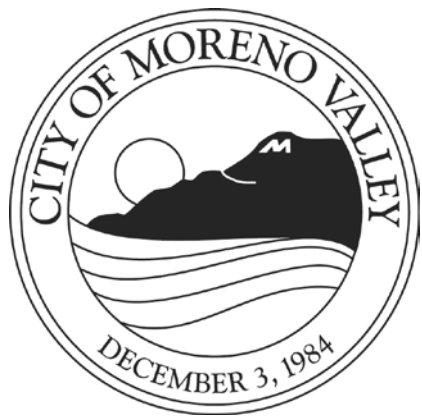
Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
<u>Parks & Community Services</u>									
After School Prog Coordinator	FT	(4)	-	-	-	-	-	-	-
After School Prog Specialist	P/T	(8)	-	-	-	-	-	-	-
After School Prog Supervisor	FT	(1)	-	-	-	-	-	-	-
Banquet Facility Rep	FT	-	1	-	1	-	1	-	1
Child Care Asst	P/T	-	5	-	5	(1)	4	-	4
Child Care Instructor I I	P/T	-	5	-	5	(1)	4	-	4
Child Care Program Manager	P/T	-	1	-	1	-	1	-	1
Child Care Site Supervisor	P/T	-	5	-	5	(1)	4	-	4
Community Svcs Supervisor	FT	-	1	-	1	-	1	-	1
Executive Asst I	FT	-	1	-	1	-	1	-	1
Lead Parks Maint Worker	FT	-	5	-	5	-	5	-	5
Management Analyst	FT	-	1	-	1	-	1	-	1
Park Ranger	FT	-	3	-	3	-	3	-	3
Parks & Comm Svcs Director	FT	-	1	-	1	-	1	-	1
Parks Maint Division Manager	FT	-	1	(1)	-	-	-	-	-
Parks & Comm Svcs Div Mgr	FT	-	-	1	1	-	1	-	1
Parks Maint Supervisor	FT	-	2	-	2	-	2	-	2
Parks Maint Worker	FT	-	13	-	13	-	13	-	13
Parks Projects Coordinator	FT	-	1	-	1	-	1	-	1
Recreation Program Coord	FT	-	2	(1)	1	-	1	-	1
Recreation Program Leader	P/T	-	7	-	7	-	7	-	7
Recreation Supervisor	FT	-	-	1	1	-	1	-	1
Sr Administrative Asst	FT	(1)	2	-	2	-	2	-	2
Sr Citizens Center Coord	FT	-	1	-	1	-	1	-	1
Sr Customer Service Asst	FT	-	3	-	3	-	3	-	3
Sr Human Resources Analyst	FT	-	-	-	-	-	-	-	-
Sr Office Asst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	P/T	-	1	-	1	-	1	-	1
Sr Park Ranger	FT	(1)	-	-	-	-	-	-	-
Sr Parks Maint Technician	FT	-	1	1	2	-	2	-	2
Sr Recreation Program Leader	P/T	-	2	-	2	-	2	-	2
TOTAL - Parks & Community Svcs		(15)	66	1	67	(3)	64	-	64

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2012/13 Projected	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget		
50 Parks & Community Svcs								
1010 GENERAL FUND								
2201 CHILD CARE GRANT								
	35150 Library Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	75011 Child Care Grant	613,235	522,299	851,865	578,761	582,361	(273,104)	3,600
	75012 Relocation of Portable Classrm	-	-	-	-	-	-	-
	75111 CACFP Childs Place FY10-11	19,580	-	20,000	-	-	(20,000)	-
	75112 CACFP Childs Place	-	33,119	-	34,000	34,000	34,000	-
2202 ASES PROGRAM GRANT	75211 CACFP At Risk - FY10- 11	416,930	-	-	-	-	-	-
	75212 CACFP At Risk	-	433,332	100,000	-	-	(100,000)	-
	75311 ASES Program Grant - FY 10-11	5,656,025	(9)	6,075,017	6,080,840	6,081,434	5,823	594
3911 EQUESTRIAN TRAIL ENDOWMENT	75312 ASES Program Grant		5,756,020					
4017 ARTS COMMISSION	35020 Equestrian Trail Endowment	289	-	-	-	-	-	-
5010 LIBRARY SERVICES	35030 Arts Commission	504	-	1,000	14,600	14,600	13,600	-
	35110 Library	1,852,640	1,950,887	-	-	-	-	-
5011 ZONE A PARKS	35010 Parks & Comm Svcs - Admin	539,119	520,007	568,645	576,620	579,170	7,975	2,550
	35210 Park Maintenance - General	2,433,532	2,684,032	2,851,851	3,160,181	2,999,075	308,330	(161,106)
	35211 Contract Park Maintenance	349,881	388,868	454,519	461,603	467,288	7,084	5,685
	35212 Park Ranger Program	316,425	366,230	378,074	370,423	372,210	(7,651)	1,787
	35213 Golf Course Program	282,601	257,642	307,381	263,492	265,672	(43,889)	2,180
	35214 Parks Projects	145,808	162,654	270,567	173,625	175,211	(96,942)	1,586
	35215 CSD Public Facilities	-	-	-	-	-	-	-
	35216 CFD#1	-	1,841	-	-	-	-	-
	35310 Senior Program	496,233	525,723	572,154	609,009	576,727	36,855	(32,282)
	35311 Community Services	121,353	161,798	172,293	193,446	194,116	21,153	670
	35312 Community Events	76,738	137,856	153,331	81,327	81,507	(72,004)	180
	35313 Conf & Rec Cntr	480,179	549,467	589,309	629,075	603,507	39,766	(25,568)

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	
5113 CFD#1	35314 Conf & Rec Cntr - Banquet	230,794	287,329	306,841	324,635	334,331	9,696
	35315 Recreation Programs	1,641,481	1,517,954	1,698,262	1,752,265	1,739,165	(13,100)
	35316 ASA Tournament	-	-	-	-	-	-
	35317 July 4th Celebration	-	-	118,275	142,505	142,765	260
	35216 CFD#1	843,796	921,541	1,065,988	1,182,223	1,225,757	43,534
	50 Parks & Community Svcs Total	\$ 16,517,133	\$ 17,178,599	\$ 16,555,372	\$ 16,628,630	\$ 16,468,896	\$ (159,734)



POLICE DEPARTMENT

Department Description

The Moreno Valley Police Department is a full-service law enforcement agency serving the citizens of Moreno Valley. The Department is comprised of five operating divisions that manage city resources and work together to deliver the Department Mission. The Department Divisions are described below:

Administration Division

The Administration Division includes the Office of the Chief of Police, the Accounting Unit, Facilities/Maintenance, and the Training Unit. This Division is responsible for the daily operations of the station and provides oversight of all the other Divisions.

Detective Division

The Detective Division consists of the Detective Unit, the Burglary Suppression Team, the Robbery Suppression Team, the Forensics Unit, the Crime Analysis Unit, the Criminal Registrants Unit, and the Riverside County Regional Medical Center Unit.

Patrol Division

The Patrol Division consists of four patrol shifts, the Mall Team, the K-9 Program, the Property/Evidence Unit, the Telephone Reporting Unit, the Logistics Unit, Fleet and Weapons Maintenance, and the Problem Oriented Policing Team.

Special Enforcement Teams Division

The Special Enforcement Teams Division consists of the Gang Unit, the Narcotics Unit, the Career Criminal Team, the Bike Team, and the School Resource Unit.

Traffic Division

The Traffic Division consists of the Accident Investigation and Enforcement Unit, the MVPD Business Office, the Community Services Unit, which includes the Volunteer Unit, the Mounted Posse, and the Reserve Deputy Unit.

Department Mission Statement

The Mission of the Moreno Valley Police Department is to meet the mandates prescribed by law, to provide progressive and efficient public safety, through partnerships with our community and allied agencies, with the aim of realizing our Vision of a safe community where our residents and visitors are free to pursue their dreams and the highest possible quality of life.

Department Goals

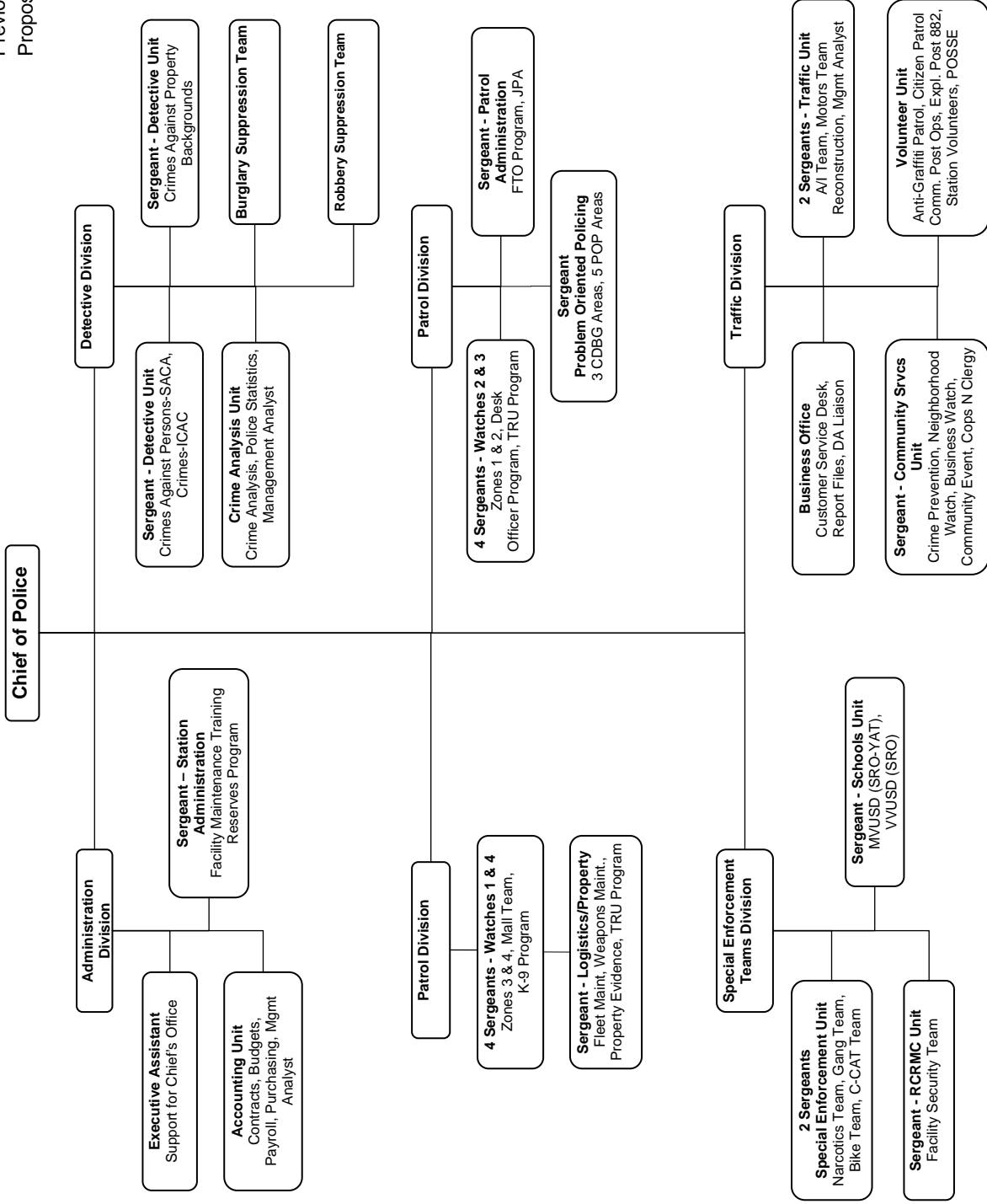
- The MVPD is committed to improving the quality of life in Moreno Valley through a partnership with our community. In the name of that partnership the Community Services Division has set the following goals:
 - We will increase our civilian volunteer membership by 40%.

- We will increase our Mounted Posse membership by 40%.
 - We will increase our Police Explorer membership by 40%.
 - We will increase our Reserve Police Officer membership by 30%.
 - We will increase our Neighborhood Watch membership by 30%.
 - We will increase our Business Watch membership by 30%.
- MVPD Traffic Division is committed to keeping the City of Moreno Valley one of the safest places in California to drive in. Toward that end, the Traffic Division has set the following goals:
 - We will conduct 18 DUI/Driver's License Checkpoints.
 - We will conduct 13 DUI Saturation Patrols.
 - We will conduct 2 DUI Warrant Service Operations.
 - We will conduct 37 Distracted Driver Operations.
 - We will conduct 37 Primary Collision Factor Operations.
 - We will conduct 4 Motorcycle Safety Operations.
 - We will conduct 3 Stakeout Operations for habitual DUI drivers.
 - We will conduct 30 Child Safety Seat Awareness Programs.
 - We will conduct 30 Traffic Safety Programs for the local schools.
 - We will conduct 10 Bicycle Safety Programs for the local schools.
- The MVPD Detective Division is staffed by many senior Department members who have a wealth of police experience and knowledge. In addition to their normal duties, the Detective Division will be more intentional about training and sharing their experience with less experienced Department members and the community. Toward that end, the Detective Division has set the following goals:
 - We will conduct monthly briefings for all Patrol Division staff. The training materials and topics will include fraud, internet crimes, child abuse, gang crimes, and crime prevention.
 - We will conduct Robbery Prevention Training for the Moreno Valley merchants and banks.
 - We will conduct Burglary Prevention Training for Moreno Valley merchants and community members.
- The MVPD Problem Oriented Policing Team is committed to helping Moreno Valley citizens improve their quality of life by addressing a variety of social problems. Toward that end, the Problem Oriented Policing Team has set the following goals:
 - We will work with City officials to fully implement all aspects of the Crime Free Multi Housing ordinances.
 - We will conduct 8 ABC Shoulder Tap operations throughout the City to help prevent underage consumption of alcoholic beverages.
 - We will conduct 10 bicycle patrol operations throughout the City business corridors (Sunnymead Blvd. and Alessandro Blvd.) and parks to target graffiti, drugs and gang activity.
 - We will conduct 5 prostitution prevention operations.
- The MVPD Administrative Division is committed to creating an environment that promotes the delivery of the highest quality police service possible. Toward that end the Administrative Division has set the following goals:
 - We will redesign the MVPD information management systems to promote efficiency in workflow and accountability for work product.
 - We will provide oversight for the installation of the Citywide Camera system and construction of the camera monitoring room, in order to launch the system this year.

Police Department

Proposed Additions:
 FY 2013/14
 FY 2014/15

Previously Defunded
 Proposed Reductions



Note: The Organization Chart has been updated and will not identify any staffing reductions which occurred prior to FY 2011/12.

City of Moreno Valley
 FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
<u>Police</u>									
Executive Asst I	FT	-	1	-	1	-	1	-	1
Management Analyst	FT	-	2	-	2	-	2	-	2
TOTAL - Police		-	3	-	3	-	3	-	3

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
<u>Police (Non-Sworn)</u>									
Police Administration									
Community Services Officer I		-	-	-	-	1.0	1.0	-	1.0
Accounting Technician		-	1.0	-	1.0	-	1.0	-	1.0
Senior Accounting Assistant		-	1.0	-	1.0	-	1.0	-	1.0
Accounting Assistant II		-	2.5	-	2.5	-	2.5	-	2.5
Supervising Office Assistant II		-	1.0	-	1.0	-	1.0	-	1.0
Supervising Office Assistant I		-	1.0	-	1.0	-	1.0	-	1.0
Office Assistant III		-	2.0	1.0	3.0	-	3.0	-	3.0
Office Assistant II		-	14.0	(2.0)	12.0	-	12.0	-	12.0
Police Patrol									
Community Services Officer II		-	13.0	-	13.0	-	13.0	-	13.0
Sheriff's Service Officer II		-	3.0	-	3.0	-	3.0	-	3.0
Police Traffic									
Community Services Officer II		-	5.0	-	5.0	(1.0)	4.0	-	4.0
Police Community Services									
Community Services Officer I		-	3.0	-	3.0	(1.0)	2.0	-	2.0
Police Detectives									
Forensic Technicians		-	2.0	-	2.0	-	2.0	-	2.0
Community Services Officer II		-	-	-	-	1.0	1.0	-	1.0
Sheriff's Service Officer II		-	1.0	-	1.0	-	1.0	-	1.0
Police POP									
Community Services Officer I		-	2.0	-	2.0	-	2.0	-	2.0
Police CCAT									
Sheriff's Service Officer II		-	1.0	-	1.0	-	1.0	-	1.0
TOTAL - Police (Non-Sworn)		-	52.5	(1.0)	51.5	-	51.5	-	51.5

City of Moreno Valley
 FY 2013/14 - 2014/15 Position Summary Report by Department

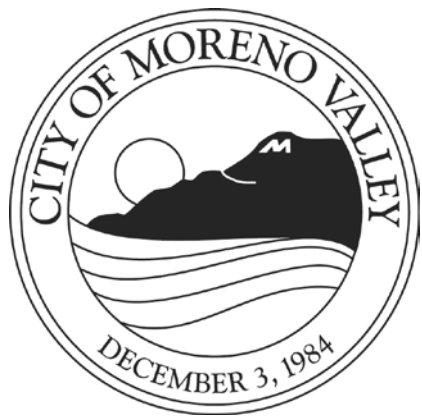
Department / Position Title	FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
<u>Police (Sworn)</u>								
Police Administration								
Captain	-	1.0	-	1.0	-	1.0	-	1.0
Lieutenant	-	1.0	-	1.0	-	1.0	-	1.0
Sergeant	-	1.0	-	1.0	-	1.0	-	1.0
Deputy - Community Services	-	-	-	-	1.0	1.0	-	1.0
Police Patrol								
Lieutenant	-	2.0	-	2.0	-	2.0	-	2.0
Sergeant	-	10.0	-	10.0	-	10.0	-	10.0
Deputy	-	74.0	-	74.0	-	74.0	-	74.0
Deputy (Includes 2 K-9 Officers)	-	2.0	-	2.0	-	2.0	-	2.0
Deputy (Burglary Suppression)	-	2.0	-	2.0	(2.0)	-	-	-
Deputy (Robbery Suppression)	-	2.0	-	2.0	(2.0)	-	-	-
Deputy (SET Gangs)	-	2.0	-	2.0	(2.0)	-	-	-
Police Mall								
Deputy	-	2.0	-	2.0	-	2.0	-	2.0
Police Traffic								
Lieutenant	-	1.0	-	1.0	-	1.0	-	1.0
Sergeant	-	2.0	-	2.0	-	2.0	-	2.0
Motors	-	10.0	-	10.0	(4.0)	6.0	-	6.0
Accident Investigators	-	8.0	-	8.0	(2.0)	6.0	-	6.0
Police Community Services								
Sergeant	-	2.0	-	2.0	-	2.0	-	2.0
Deputy - Community Services	-	3.0	-	3.0	(1.0)	2.0	-	2.0
Deputy - Graffiti Prevention	-	1.0	-	1.0	-	1.0	-	1.0
Deputy - School Resource Officer	-	1.0	-	1.0	(1.0)	-	-	-
Police Detectives								
Lieutenant	-	1.0	-	1.0		1.0	-	1.0
Sergeant	-	2.0	-	2.0		2.0	-	2.0
Investigator	-	17.0	-	17.0		17.0	-	17.0
Deputy (Burglary Suppression)	-	2.0	-	2.0	-	2.0	-	2.0
Deputy (Robbery Suppression)	-	-	-	-	2.0	2.0	-	2.0
Police POP								
Sergeant	-	2.0	-	2.0		2.0	-	2.0
Problem Oriented Policing Officers	-	8.0	-	8.0	(4.0)	4.0	-	4.0
Deputy (Detectives 290 Registration Officer)	-	1.0	-	1.0	(1.0)	-	-	-
Police SET								
Lieutenant	-	1.0	-	1.0		1.0	-	1.0
Sergeant	-	2.0	-	2.0		2.0	-	2.0
Deputy (Gang Officers)	-	9.0	-	9.0	(4.0)	5.0	-	5.0
Deputy (Narcotics Officers)	-	5.0	-	5.0	(4.0)	1.0	-	1.0
Deputy (Narcotics K-9 Officer)	-	1.0	-	1.0	-	1.0	-	1.0
Gang Task Force Officer	-	1.0	-	1.0	(1.0)	-	-	-
Police CCAT								
Deputy	-	2.0	-	2.0	-	2.0	-	2.0
TOTAL - Police (Sworn)	-	181.0	-	181.0	(25.0)	156.0	-	156.0

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	
60 Police							
1010 GENERAL FUND		\$ 3,192,539	\$ 3,416,492	\$ 3,916,547	\$ (2,024,321)	\$ (2,164,729)	\$ (140,408)
	40010 Police Admin	21,532,415	20,761,234	21,879,246	21,345,170	22,357,983	1,012,813
	40110 Patrol	460,969	468,433	473,362	521,846	547,515	25,669
	40111 Towngate Mall	5,241,774	5,413,754	5,948,559	6,207,878	6,462,938	255,060
	40210 Traffic Enforcement	1,072,315	1,110,489	1,141,951	1,007,058	1,049,421	42,363
	40220 Community Services	1,094,638	1,135,342	1,251,127	2,923,256	3,057,677	134,421
	40310 Detective Unit	-	-	-	-	-	-
	40311 Crime Prevention	-	-	-	-	-	-
	40312 People Oriented	-	-	-	-	-	-
	Policing	2,384,927	2,442,682	2,559,655	2,483,855	2,602,624	118,769
	40410 Special Enforcement	4,177,688	4,351,293	4,164,313	5,474,992	5,998,534	523,542
2410 SLESF GRANTS	76012 SLESF Grant	188,741	301,305	315,970	-	-	-
2705 OTS GRANTS PUBLIC SAFETY	76018 Pedestrian Safety/Public Ed	-	-	-	-	-	-
	76109 Office of Traffic Safety	(593)	-	-	-	-	-
	76110 DUI Enforce & Awareness AL1029	62,037	-	51,200	51,200	51,200	-
	76111 DUI Enforce & Awareness AL1142	142,066	60,912	-	-	-	-
	76112 DUI Enf & Awareness Grant	-	131,430	59,000	-	(59,000)	-
	76208 Avoid the 30 AL0842	2,829	-	30,000	30,000	30,000	-
	76211 Avoid the 30 AL1104	24,674	1,167	-	-	-	-
	76212 Avoid the 30 Program	-	8,553	9,500	-	(9,500)	-
	76213 Avoid the 30 Grant #AL1387	-	-	18,000	-	(18,000)	-
	76310 Click It or Ticket CT10272	5,019	-	-	-	-	-
	76410 Sobriety Checkpoint SC10272	83,219	-	-	-	-	-
	76601 STEP Grant #PT1303	-	-	90,000	-	(90,000)	-
	76508 JAG 2007-08 DJ-BX-0146	10,850	-	-	-	-	-
2715 JAG GRANTS							

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2012/13 Projected	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget		
76509	JAG 2008-09 SB-59-							
2366		39,408	26,263	128,900	-	-	(128,900)	-
76510	JAG 2009-10 DD-BX-							
0445		91,997	150,488	435,000	-	-	(435,000)	-
76015	COPS 2008 CK-WX-							
0512		30,771	-	-	-	-	-	-
2720	COPS TECH GRANTS							
2725	ICEP TASK FORCE	2,176	-	-	-	-	-	-
2803	TARGET GRANT - PD	-	-	-	-	-	-	-
60	Police Total	\$ 39,840,458	\$ 39,779,836	\$ 42,472,330	\$ 38,020,934	\$ 39,993,163	\$ (4,451,396)	\$ 1,972,229



PUBLIC WORKS DEPARTMENT

Department Description

The Public Works Department is the largest “non-public safety” full-service department in the City of Moreno Valley consisting of five divisions. The Public Works department is responsible for public works administration, city engineering, maintenance of public facilities located within the street right-of-way, electric service to new development in residential, commercial and industrial areas, solid waste collection and disposal, design and construction of City-built capital improvements, and administration of traffic facilities and related activities.

Public Works Administration Division

Analysis of regional, state and federal legislative actions concerning public works issues. Coordination with local and regional agencies for flood control, water and wastewater supply and disposal, and planning for public utilities. Administration of all public works budgets and emergency response to disasters.

Capital Projects Division

Capital Projects Division is responsible for the preparation of the annual capital improvement plan budget. The Division is also responsible for the contract administration of a broad spectrum of infrastructure projects such as constructing storm drains, channels, sanitary sewers, water pipelines, electrical & communication ducts and structures, street lights, widening and rehabilitation of interchanges and roadways, curb and gutter, medians, bikeways & bridges, installing and upgrading traffic signals and on occasion building facilities and parks. The Division also provides Real Property services to all departments in the City. These services include acquisitions/negotiations, appraisal reviews, cost estimates, legal description review, title and escrow services. The Division also administers the City’s Disadvantaged Business Enterprise (DBE) program for public projects, Americans with Disabilities Act (ADA) Transition Plan, Intergovernmental Agency/Utility Coordination, grant application and management, Citywide Standard Plan Update and Development Impact Fee/Transportation Uniform Mitigation Fee Network and Cost support.

Electric Utility Division/Moreno Valley Utility (“MVU”)

The Electric Utility Division, or Moreno Valley Utility (“MVU”), is responsible for providing reliable electric service to residential, commercial, and industrial customers of new developments within the City of Moreno Valley. MVU is responsible for resource management, finance and administration, legislative and regulatory compliance, strategic planning, and public benefit program development and implementation. MVU is also responsible for managing a long term agreement with ENCO Utility Services Moreno Valley, LLC (“ENCO”) that was approved in late 2003. Under that agreement, ENCO provides operations and maintenance, construction support, customer service, meter reading, billing, emergency response, and other services.

Maintenance and Operations Division

The Maintenance and Operations Division maintains public streets, public drainage systems, and rights-of-way, including: pavement and roadway shoulder repair & rehabilitation; curbs, gutters and sidewalks; storm drain and catch basin inspection and cleaning; parkway tree trimming and removals; street sweeping; right-of-way litter and weed

abatement; and graffiti abatement. Additionally, this Division maintains vehicles, equipment and related services for the entire City, responds to illegal dumping, hazardous materials spills, storms and other emergencies, and is responsible for the administration of the City's solid waste services, recycling programs and recycling public education campaigns. Staff also serves as the City representative to the Riverside County Solid Waste Local Task Force, Western Riverside Council of Government's Solid Waste Technical Committee and Western Riverside Council of Government's Clean Cities Coalition.

Transportation Division

Transportation Engineering is responsible for improving safety and mobility for all roadway users, including pedestrians, persons with disabilities, bicyclists, cars, and trucks. Emphasis is placed on both the regional and sub-regional arterial roadway system to address continuously increasing vehicular traffic demand. Focused efforts provide for street and intersection widening, improved access management, new and modified traffic signals, modified signing and striping, constructing modern roundabouts, and implementing Intelligent Transportation Systems (ITS). Additionally, staff maintains the highest degree of maintenance and functionality for the 180 existing traffic signals to minimize delay and congestion. Signal coordination is provided on multiple arterial roadways to allow for efficient traffic flow. Transportation Engineering administers the adult school crossing guard and residential speed management programs, and performs all studies relating to the Traffic Safety Commission.

Department and Division Mission Statements

The Mission of **Public Works Department** is

To manage and maximize Moreno Valley's public infrastructure investment to enhance the quality of life today, while striving to develop and implement innovative solutions for tomorrow.

The Mission of **Administration Division** is

To provide leadership and support for the Public Works team through expertise and customer care.

The Mission of **Transportation Engineering Division** is

To promote vibrant communities by developing and maintaining a safe, efficient, and sustainable transportation infrastructure system for all users.

The Mission of **Capital Projects Division** is

To deliver a broad spectrum of quality public infrastructure projects safely, efficiently, and responsibly.

The Mission of **Maintenance & Operations Division** is

To maintain public infrastructure and provide quality services in a reliable, responsible, and effective manner that enhances public trust and community pride.

The Mission of **Electric Utility Division** is

To provide safe, reliable, and economical public electric service with a focus on customer needs, infrastructure enhancement, growth, and responsible resource management.

Department and Division Goals

Public Works Administration Division

- Provide leadership and support to all divisions in pursuit of planning and implementing the City's infrastructural needs consistent with the Economic Action Plan.
- Involvement at, and outreach to, the community groups to announce and better explain current and upcoming public works projects and programs.
- Pursuit of federal, state and local grant funding for various projects and programs especially for much needed but deferred citywide storm drain and street pavement improvements and maintenance.
- Provide leadership and support to Capital Projects Division to update the City's Transportation Uniform Mitigation Fee (TUMF) Network through collaborative efforts working with the Western Riverside Council of Governments (WRCOG).
- Provide leadership and support to all divisions to lead their newly established mission statements by example.
- Continue to set values, lead by example, and monitor the department's quality customer service, customer care and same day response.
- Continue to provide leadership and support to all divisions in assessing operational and budgetary statuses throughout the department and implement changes to make the operation most efficient.

Capital Projects Division

- Open new eastbound on/off freeway ramps at SR60/Moreno Beach Interchange to the public by August 2013.
- Connect Eucalyptus Avenue to Moreno Beach Drive and open to public by September 2013.
- Open SR60/Nason Street Bridge Overcrossing roadway to the public by March 2014.
- Complete construction of the \$4M Line F Stage 2 concrete lined trapezoidal channel between Oliver Street and Grande Vista Drive (north of Iris Avenue and south of Cactus Avenue) by December 2013.
- Open the \$1.2M Cactus Avenue, between I-215 and Veterans Way, Roadway Widening Project to the public by October 2014.
- Assist March JPA in completing the Environmental Impact Report for the Heacock Channel Project by December 2014.
- Complete the upcoming FY 14/15 Capital Improvement Plan Budget for City Council approval by June 2014.
- Continue to collaboratively work with Western Riverside Council of Governments (WRCOG) to update the City's Transportation Uniform Mitigation Fee (TUMF) Network to stay current with the City's Economic Development Action Plan.
- Continue to deliver capital improvement projects in a fiscally responsible manner.

Electric Utility Division/Moreno Valley Utility (“MVU”)

- Continue to develop and expand the Moreno Valley Electric Utility to ensure economic viability by performing the following:
 1. Begin building reserves as recommended in the Cost-of-Service Study.
 2. Pay outstanding debt to RDA and Special Districts.
 3. Maintain and update 10 year financial/energy forecast.
 4. Ensure that purchases of energy related products are at the lowest possible cost while striving to comply with state mandates for renewable energy.
- Develop and implement an Energy Risk Management Policy for MVU to provide guidance regarding the purchase and sale of energy related products.
- Develop and implement a disaster preparedness procedure for MVU.
- Expand existing public purpose programs to include programs designed for low-income residential customers.
- Expand the use of electric facility maps through mobile GIS.
- Coordinate with the Utilities Commission on the development of reports to convey information about MVU operations.
- Identify and improve internal processes that will enhance service to MVU customers, both internal and external.

Maintenance and Operations Division

- Implement a “Check Your Number” Mileage Awareness Used Oil Recycling Public Education Campaign.
- Expand the existing Multi-Family Recycling Outreach Program.
- Expand the current Open Channel Maintenance Program to include an initiation of a complete inventory and annual maintenance schedule for culverts within the right-of-way.
- Initiate a “Spot” Pavement Removal and Reconstruction Pilot Program for localized areas of severely distressed pavement.
- Enhance the existing street sweeping program by improving the integration of the sweeping of arterial/collector street medians within the overall monthly street sweeping schedule.
- Transition to the use of biodegradable and recycled oil/fluids within City maintained vehicles/equipment wherever feasible to minimize environmental impacts.
- Enhance work zone safety and visibility by implementing LED lighting retrofits for City maintained vehicles/equipment utilized in construction/maintenance zones within the right-of-way.
- Develop Comprehensive Vehicle Replacement Criteria.

Transportation Division

- Complete the Transportation Management Center Project (TMC).
- Complete intertie with Caltrans to allow viewing and monitoring of surrounding freeway conditions.
- Stripe 10 miles of new Class II bike lanes.
- Achieve an annual 5% reduction in City-wide injury collisions through continued high collision location monitoring and mitigation program.
- Explore the feasibility of the City assuming operational responsibility for Caltrans owned traffic signals at freeway interchanges.
- Obtain funding and retrofit all existing traffic signals with pedestrian countdown timers.
- Obtain funding and retrofit all existing traffic signals with Emergency Vehicle Pre-Emption.
- Update the City’s Bicycle Master Plan.
- Coordinate the traffic signals on Nason Street from Iris Avenue to SR-60.

City of Moreno Valley
 FY 2013/14 - 2014/15 Position Summary Report by Department

Department / Position Title		FY 2011/12 Adj.	FY 2011/12 No.	FY 2012/13 Adj.	FY 2012/13 No.	FY 2013/14 Adj.	FY 2013/14 No.	FY 2014/15 Adj.	FY 2014/15 No.
<u>Public Works</u>									
Accounting Technician	FT	-	2	-	2	(1)	1	-	1
Administrative Asst	FT	-	-	-	-	1	1	-	1
Assoc Environmental Engineer	FT	(1)	-	-	-	-	-	-	-
Associate Engineer	FT	(3)	3	-	3	-	3	-	3
Asst Crossing Guard Spvr	P/T	-	1	-	1	-	1	-	1
Construction Inspector	FT	(1)	3	-	3	-	3	-	3
Crossing Guard	P/T	-	35	-	35	-	35	-	35
Crossing Guard Supervisor	FT	-	1	-	1	-	1	-	1
Dep PW Dir /Asst City Engineer	FT	-	1	-	1	-	1	-	1
Electric Utility Division Mgr	FT	-	1	-	1	-	1	-	1
Electric Utility Program Coord	FT	-	1	-	1	-	1	-	1
Engineering Division Manager	FT	(1)	-	-	-	-	-	-	-
Engineering Technician I I	FT	-	1	-	1	-	1	-	1
Environmental Analyst	FT	(1)	-	-	-	-	-	-	-
Equipment Operator	FT	-	4	-	4	-	4	-	4
Executive Asst I	FT	-	1	-	1	-	1	-	1
Fleet Supervisor	FT	-	-	-	-	-	-	-	-
Lead Maintenance Worker	FT	-	3	-	3	-	3	-	3
Lead Traffic Sign/Marking Tech	FT	-	2	-	2	-	2	-	2
Lead Vehicle / Equip Tech	FT	-	1	-	1	-	1	-	1
Maint & Operations Div Mgr	FT	-	1	-	1	-	1	-	1
* Maintenance Worker I	P/T	-	-	-	-	7	7	1	8
Maintenance Worker II	FT	-	12	-	12	-	12	-	12
Maintenance Worker II	P/T	-	1	-	1	-	1	-	1
Management Analyst	FT	(1)	1	1	2	-	2	-	2
Management Asst	FT	-	2	-	2	1	3	-	3
Permit Technician	FT	(1)	1	-	1	-	1	-	1
PW Director / City Engineer	FT	-	1	-	1	-	1	-	1
PW Program Manager	FT	-	-	-	-	-	-	-	-
* Recycling Specialist	FT	-	-	-	-	1	1	-	1
Resource Analyst	FT	-	-	-	-	-	-	-	-
Sr Administrative Asst	FT	(1)	3	-	3	-	3	-	3
Sr Electrical Engineer	FT	-	1	-	1	-	1	-	1
Sr Engineer, P.E.	FT	(3)	8	-	8	-	8	-	8
Sr Engineering Technician	FT	-	1	-	1	-	1	-	1
Sr Equipment Operator	FT	-	1	-	1	-	1	-	1
Sr Financial Analyst	FT	-	1	-	1	-	1	-	1
Sr Management Analyst	FT	-	1	-	1	-	1	-	1
Sr Office Asst	FT	-	1	-	1	-	1	-	1
Sr Traffic Engineer	FT	-	1	-	1	-	1	-	1
Sr Traffic Signal Technician	FT	-	1	-	1	-	1	-	1
Storm Water Prog Mgr	FT	(1)	-	-	-	-	-	-	-
Street Maintenance Supervisor	FT	-	2	-	2	-	2	-	2
Traffic Operations Supervisor	FT	-	1	-	1	-	1	-	1
Traffic Sign / Marking Tech I	FT	-	1	-	1	-	1	-	1
Traffic Sign/Marking Tech I I	FT	-	2	-	2	-	2	-	2
Traffic Signal Technician	FT	-	2	-	2	-	2	-	2
Trans Div Mgr / City Traf Engr	FT	-	1	-	1	-	1	-	1
Tree Trimmer	FT	-	1	-	1	-	1	-	1
* Vehicle / Equipment Technician	FT	-	2	-	2	1	3	-	3
TOTAL - Public Works		(14)	110	1	111	10	121	1	122

* The Position Summary reflects the conversion of certain temporary positions into full time career positions.

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	
70 Public Works							
1010 GENERAL FUND							
	45010 Public Works - Admin	\$ 104,670	\$ 178,112	\$ 171,338	\$ 172,355	\$ 172,937	\$ 582
	45110 Transportation Eng - General	690,923	945,278	1,058,024	1,189,304	1,196,022	6,718
	45111 Traffic Signal						
	Maintenance	681,656	801,268	764,831	569,403	572,016	2,613
	45112 Crossing Guards	566,065	48	-	-	-	-
	45120 Transportation Development Svcs	96,960	299	4,522	-	-	-
	45121 Transportation Inpection Svcs	37,353	-	-	-	-	-
	45122 Public Works - Sign/Striping	-	9,545	-	-	-	-
	45210 Capital Projects- General	56,171	-	34,024	-	(34,024)	-
	45211 Street Projects Engineering	8,968	8,997	8,900	8,900	8,900	-
	45310 Public Works - Solid Waste	144,833	140,686	153,001	152,133	152,951	818
	45311 Public Works - Street Maint	-	17	-	-	-	-
	45312 Public Works - Concrete Maint	-	100	-	-	-	-
	45314 Public Works - Graf Removal	4,500	4,538	4,500	4,500	4,500	-
	45315 Public Works - Tree Trimming	20,400	20,400	20,400	20,400	20,400	-
	45317 Storm Drain Channel Maintenance	-	-	-	20,000	20,000	-
	45122 Public Works - Sign/Striping	3,078	876,271	960,771	1,000,140	1,030,160	30,020
	45130 Crossing Guards 45220 Infrastructure Projects Eng	788	565,341	556,460	641,319	644,096	2,777
	45311 Public Works - Street Maint	289,828	419,114	456,361	486,237	497,461	11,224
2000 GAS TAX		1,654,873	1,831,069	1,861,775	1,982,581	2,011,971	29,390

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	
2001 MEASURE A	45312 Public Works - Concrete Maint	2,835	360,278	403,247	407,129	409,347	2,218
	45314 Public Works - Graf Removal	310,666	322,895	377,834	381,594	383,743	2,149
	45315 Public Works - Tree Trimming	373,341	437,059	429,367	433,697	436,171	2,474
	45122 Public Works - Sign/Striping	655,794	3,061	-	200,000	200,000	-
	45230 Measure A	284,912	323,103	448,794	451,795	453,510	1,715
	45311 Public Works - Street Maint	314,034	15,199	-	710,000	200,000	(510,000)
	45140 Air Quality Management	15,049	15,000	18,246	18,246	18,246	-
	45141 Street Sweeping Program	-	(34)	-	-	-	-
	45340 Public Works-Street Sweeping	188,426	191,793	201,064	203,202	204,494	1,292
	45410 Special Districts - General	1,038,845	865,476	-	-	-	-
2006 SPEC DIST ADMIN	45411 St Maint for Special Districts	-	-	-	-	-	-
	45340 Public Works-Street Sweeping	176,219	254,111	253,173	254,037	254,531	494
2007 STORM WATER MAINTENANCE	45341 Public Works-Catch Basin Maint	126,385	173,628	194,912	196,711	197,739	1,028
	45340 Public Works-Street Sweeping	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	45351 Public Works - Storm Drains	-	-	-	-	-	-
	45470 CFD #4M	27,886	19,930	-	-	-	-
2010 CFD #4M	77311 Beverage Container Recycling	15,053	46,650	24,821	55,300	55,300	-
	2206 USED OIL BLOCK GRANTS	723	24,353	25,148	-	-	(25,148)
	77408 UBG13 Used Oil Recyclg FD07/08	-	-	4,473	-	-	(4,473)

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2012/13 Projected	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget		
	77409 UBG14 Used Oil Recyclg FD08/09	27,794	-	-	-	-	-	-
2207 OIL PAYMENT GRANT	77410 OPP 1A - FY 2009/10	-	-	7,674	-	-	(7,674)	-
	77411 OPP 1 - FY 2010/11	-	56,861	52,635	-	-	(52,635)	-
	77412 OPP 2 - FY 2011/12 & FY 2012/13	-	3,222	-	-	-	-	-
	77413 OPP2 Grant	-	-	-	56,630	56,630	56,630	-
2209 TIRE RUBBERIZED GRANTS	77351 TRI'16-06-1 Targeted Rubberized	-	93,526	-	-	-	-	-
	77352 Rubberized Pavement Grant	-	-	-	-	-	-	-
	45150 FHWA TRANSIMS Deployment	53,048	-	-	-	-	-	-
2509 FHWA TRANSIMS	45475 Assessment District 98- SERVICE	3,508	0	-	-	-	-	-
4015 CTRPT 87-4	45476 Centerpointe 87-4	-	-	-	-	-	-	-
4019 CFD#5 STONERIDGE 4020 CFD#4I	45477 CFD #5 Stoneridge	388,480	369,738	-	-	-	-	-
INFRASTRUCTURE	45478 CFD #4I Infrastructure	-	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS	45415 Residential Street Lighting	1,605,917	1,502,323	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	45425 Standard Landscape	-	(112)	-	-	-	-	-
	45430 Extensive Landscape	891,767	866,344	-	-	-	-	-
	45431 Ext Landscape - Towngate	233,789	157,268	-	-	-	-	-
	45432 Ext Landscape - Hidden Springs	358,636	240,393	-	-	-	-	-
	45433 Ext Landscape - Warmington	235,253	255,087	-	-	-	-	-
	45434 Ext Landscape - Landmark	281,176	183,286	-	-	-	-	-
	45435 Ext Landscape - MV Development	51,809	53,094	-	-	-	-	-

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
45436	Ext Landscape - Centerpointe	70,911	73,487	-	-	-	-
45437	Zone E1-A Renaissance Park	31,864	22,556	-	-	-	-
45438	Zone E4-A Daybreak Div.	5,401	7,083	-	-	-	-
45439	Zone E3A	19,580	14,197	-	-	-	-
45440	E8 - Promontory Park	30,335	22,933	-	-	-	-
45441	E15 - Celebrations	18,796	19,887	-	-	-	-
45442	E14 - Mahogany	57,609	63,046	-	-	-	-
45443	E12 - Stoneridge	45,916	43,126	-	-	-	-
5110	ZONE C ARTERIAL ST LIGHTS	751,807	788,405	-	-	-	-
5111	ZONE D STANDARD LANDSCAPE	1,018,023	982,097	-	-	-	-
5112	ZONE M MEDIANS	220,321	211,567	-	-	-	-
5114	ZONE S	61,107	66,323	-	-	-	-
6010	ELECTRIC	12,344,359	14,806,805	15,268,462	15,591,767	15,862,669	270,902
6011	ELECTRIC - PUBLIC PURPOSE PRGMS	482,152	329,070	690,000	721,300	846,300	125,000
6020	2007 TAXABLE LEASE REVENUE BONDS	1,433,876	1,410,668	1,834,883	1,835,144	1,830,995	(4,149)
6030	2005 LEASE REVENUE BONDS	217,740	212,658	318,338	322,763	322,263	(500)
7410	EQUIPMENT MAINTENANCE	652,610	829,267	774,229	788,963	778,525	(10,438)
70	Public Works Total	\$ 29,484,819	\$ 32,537,789	\$ 27,382,207	\$ 28,875,550	\$ 28,841,877	\$ (33,673)

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2012/13 Projected	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget		
99 Non-Department								
1010 GENERAL FUND	Non-Dept General Fund	\$ 4,599,122	\$ 8,454,676	\$ 3,946,400	\$ 3,096,503	\$ 3,547,103	\$ (849,897)	\$ 450,600
2000 GAS TAX	Non-Dept Gas Tax	-	-	-	-	-	-	-
2001 MEASURE A	Non-Dept Measure A	-	-	-	-	-	-	-
	Non-Dept Spec Dist Admin	90,291	-	-	-	-	-	-
2006 SPEC DIST ADMIN	Non-Dept Storm Water Management	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	Non-Dept Pub Ed/Govt Access	-	-	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD	Non-Dept Disaster	-	-	390,300	-	-	(390,300)	-
2016 DISASTER	Non-Dept Beverage Container Recycling	-	-	-	-	-	-	-
2200 BEVERAGE CONTAINER RECYCLING	Non-Dept Child Care Grant	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	Non-Dept Stars Program Grant	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	Non-Dept PAL Grants	-	-	-	-	-	-	-
2205 PAL GRANTS	Non-Dept Used Oil Block Grants	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS	Non-Dept PAL Grants	-	-	-	-	-	-	-
2400 PAL GRANTS	Non-Dept EPA Grant-Box Springs Water	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	Non-Dept Comm Dev Block Grant (CDBG)	-	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	Non-Dept CDBG Recovery Act Of 2009	107,841	-	-	-	-	-	-
2513 CDBG RECOVERY ACT OF 2009	Non-Dept OTS Grants Public Safety	-	-	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY	Non-Dept SCAG Article 3 Fund	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	Non-Dept DIF - Arterial Streets	1,413,675	5,474,700	1,679,700	1,118,200	1,120,200	(561,500)	2,000
2901 DIF - ARTERIAL STREETS								

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2012/13 Projected	Increase (Decrease) over/(under) 2013/14 Proposed
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget		
2902 DIF - TRAFFIC SIGNALS	92902 Non-Dept DIF - Traffic Signals	-	1,530,000	780,000	720,000	720,000	(60,000)	-
2903 DIF - FIRE	92903 Non-Dept DIF - Fire	254,008	254,000	254,000	256,400	257,200	2,400	800
2904 DIF - POLICE	92904 Non-Dept DIF - Police	676,810	676,800	676,800	678,600	677,600	1,800	(1,000)
2905 DIF-PARKLAND FACILITIES	92905 Non-Dept DIF - Parkland Facilities	-	325,833	70,000	70,000	70,000	-	-
2906 DIF-QUIMBY IN-LIEU PARK FEES	92906 Non-Dept DIF - Quimby In-Lieu Park Fees	-	51,775	621,300	621,300	621,300	-	-
2907 DIF-REC CENTER	92907 Non-Dept DIF - Rec Center	-	-	-	-	-	-	-
2908 DIF-LIBRARY	92908 Non-Dept DIF - Library	-	4,000,000	-	-	-	-	-
2909 DIF-CITY HALL	92909 Non-Dept DIF - City Hall	-	-	400,000	-	-	(400,000)	-
2910 DIF-CORPORATE YARD IMPROVEMENT	92910 Non-Dept DIF - Corporate Yard Interchange Improvement	-	2,500,000	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	92912 Non-Dept DIF - Maintenance Equipment	1,740,000	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	92913 Non-Dept DIF - Animal Shelter	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	93000 Non-Dept Facility Construction	-	2,400,000	-	-	-	-	-
3001 CAPITAL IMPROVEMENTS	93001 Non-Dept Capital Improvements	-	-	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS	93003 Non-Dept Tumf Capital Projects	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL	93005 Non-Dept Fire Services Capital	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	93006 Non-Dept Parks & Recreation Capital Proj	-	34,000	407,995	407,995	407,995	-	-
3007 PARK ACQUISITION & DEVELOPMENT	93007 Non-Dept Park Acquisition & Development	230	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PRO	93301 Non-Dept DIF Arterial Streets Capital Pro	-	60,659	727,903	727,903	727,903	-	-

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

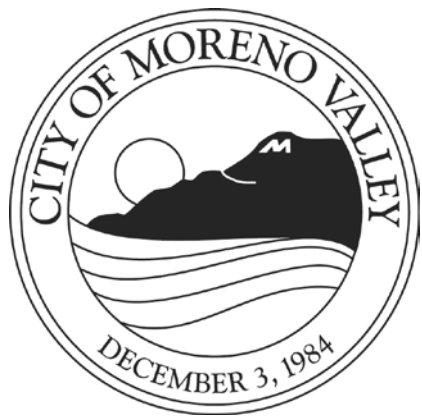
Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) Proposed
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	93302 Non-Dept DIF Traffic Signal Capital Proj	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS-CAP ADMIN	93401 Non-Dept 2005 Lease Rev Bonds-Cap Admin	771	164	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	93405 Non-Dept Towngate Impr Spcl Tax Cap Admin	47,603	32,602	32,600	33,800	1,200	34,500	700
3406 2007 TWNGTE SPC TAX REF CAP ADM	93406 Non-Dept 2007 Twngte Spcl Tax Ref Cap Adm	140,905	147,314	148,600	154,600	6,000	157,700	3,100
3407 AUTOMALL CAP-ADMIN 3451 WARNER RANCH ASDST	93407 Non-Dept Automall Cap- Admin 93451 Non-Dept Warner Ranch Asdst	138,508	63,867	63,800	63,900	100	63,900	-
3701 2005 LEASE REV BONDS-DEBT SVC	93701 Non-Dept 2005 Lease Rev Bonds-Debt Svc	7,269	-	800	-	(800)	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	93705 Non-Dept Towngate Impr Spcl Tax Ref Debts	2,641,743	2,646,120	2,650,800	2,642,900	(7,900)	2,650,400	7,500
3706 TOWNGATE SPCL TAX REF DEBT SERV	93706 Non-Dept Towngate Spcl Tax Ref Debt Serv	402,855	389,673	389,700	388,900	(800)	390,200	1,300
3707 AUTOMALL REFIN- CFD#3 DEBT SERV	93707 Non-Dept Automall Refin-CFD#3 Debt Serv	1,155,349	1,162,894	1,162,900	1,165,600	2,700	1,170,900	5,300
3750 CH COP 97 DEBT SERVICE	93750 Non-Dept CH COP 97 Debt Service	1,424,150	1,062,588	393,500	86,300	(307,200)	85,100	(1,200)
3751 2011 PRIV PLACE REF 97 LRBS	93751 Non-Dept 2011 Priv Place Ref. 97 LRBS	6,021,090	-	-	-	-	-	-
3753 2011 PRIV PLMT REF 97 VAR COPS	93753 Non-Dept 2011 Priv Plmt Ref 97 Var Cops	3,272,000	386,032	403,750	340,400	(63,350)	338,000	(2,400)
3754 PUB SAFETY BOND DEBT SERVICE	93754 Non-Dept Pub Safety Bond Debt Service	4,343,500	787,318	792,320	787,000	(5,320)	787,500	500
3756 OPA SALES TAX #2	93756 Non-Dept OPA Sales Tax #2	4,345,967	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	94011 Non-Dept Assmt Dist 98- 1 Debt Service	449,473	1	-	-	-	-	-
4015 CTRPT 87-4	94015 Non-Dept Ctrpt 87-4	-	-	-	-	-	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	94800 Non-Dept Successor Agency Admin	-	900,124	5,696,351	2,313,752	(3,382,599)	2,405,000	91,248

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY**

Department/Fund	Section	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	Increase (Decrease) over/(under) 2013/14 Proposed
	98010 Non-Dept RDA Administration	-	-	-	-	-	-	-
4820 SUCCESSOR AGENCY CAP PROJ	94820 Non-Dept Succ Agency Cap Project	-	(991,224)	-	-	-	-	-
5010 LIBRARY SERVICES	95010 Non-Dept Library Services	-	-	-	-	-	-	-
5011 ZONE A PARKS	95011 Non-Dept Zone A Parks	510,996	250,300	410,300	410,300	-	-	-
5012 ZONE B STREET LIGHTS	95012 Non-Dept Zone B Street Lights	-	-	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	95013 Non-Dept Zone E Extended Landscape	-	-	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	95110 Non-Dept Zone C Arterial St Lights	-	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	95111 Non-Dept Zone D Standard Landscape	-	-	-	-	-	-	-
5113 CFD#1	95113 Non-Dept CFD#1	-	-	-	-	-	-	-
6010 ELECTRIC	96010 Non-Dept Electric	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	96020 Non-Dept 2007 Taxable Lease Revenue Bonds	-	-	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS	96030 Non-Dept 2005 Lease Revenue Bonds	-	-	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	97010 Non-Dept General Liability Ins	-	43,950	43,950	43,950	-	-	-
7110 WORKERS' COMPENSATION	97110 Non-Dept Workers Compensation	263,000	4,500	4,500	4,500	-	-	-
7210 TECHNOLOGY SERVICES	97210 Non-Dept Technology Services	-	(1,258,576)	-	-	-	-	-
7310 FACILITIES MAINTENANCE	97310 Non-Dept Facilities Maintenance	855,025	1,138,511	740,163	816,063	75,900	500	500
7410 EQUIPMENT MAINTENANCE	97410 Non-Dept Equipment Maintenance	-	-	-	-	-	-	-
7510 EQUIPT REPLACEMENT RESERVE	88110 Non-Dept Vehicles	-	-	-	-	-	-	-
	88190 Non-Dept Other	352,255	296,905	623,579	1,498,600	875,021	(1,212,419)	(1,212,419)

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
DEPARTMENT PROGRAM SUMMARY

Department/Fund	Section	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2012/13	Increase (Decrease) over/(under) 2013/14
		Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Projected	Proposed
7911 GRAPHICS SUPPORT	97911 Non-Dept Graphics Support	-	-	-	-	-	-	-
8010 RDA ADMINISTRATION	98010 Non-Dept RDA Administration	-	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	98110 Non-Dept RDA Capital Projects	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A CAP PROJ	98111 Non-Dept RDA 2007 Tabs, Series A Cap Proj	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	98210 Non-Dept RDA Housing Fund	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	98311 Non-Dept RDA Tax Increment Fund	2,285,357	1,328,768	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	98312 Non-Dept RDA 2007 Tabs, Series A Debt Sv	-	-	-	-	-	-	-
9110 GEN FIXED ASSET ACCT GROUP	99110 Non-Dept Gen Fixed Asset Acct Group	-	-	-	-	-	-	-
99 Non-Department Total		\$ 37,539,791	\$ 34,154,272	\$ 23,512,011	\$ 18,447,466	\$ 17,793,995	\$ (5,064,545)	\$ (653,471)

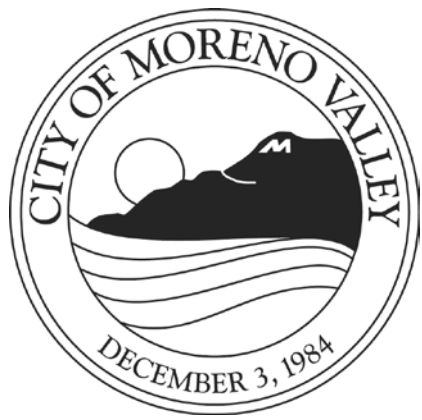


**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTER-FUND EXPENSES**

GL Account	FY 2013/14 Proposed	FY 2014/15 Proposed
1010-99-99-91010-902000 - Transfers out - to GAS TAX FUND	160,000	160,000
1010-99-99-91010-902008 - Transfers to STORM WATER MANAGEMENT	266,995	266,995
1010-99-99-91010-903751 - Transfers to 2011 PRIV PLACE REF. 97 LRBS	190,400	188,000
1010-99-99-91010-905010 - Transfers to LIBRARY SERVICES FUND	359,708	359,708
1010-99-99-91010-905011 - Transfers to ZONE "A" PARKS FUND	307,500	307,500
1010-99-99-91010-905012 - Transfers to ZONE "B" ST LGHT FUND	608,000	620,000
1010-99-99-91010-905110 - Transfers to ZONE "C" ART LGHT FUND	288,000	397,000
1010-99-99-91010-905112 - Transfers to ZONE "M" MEDIAN FUND	103,400	103,400
2901-99-95-92901-903701 - Transfers to 2005 LEASE REV BONDS-DEBT SVC	1,118,200	1,120,200
2902-99-95-92902-903302 - Transfers to DIF TRAFFIC SIGNAL CAPITAL PRO	720,000	720,000
2903-99-95-92903-903701 - Transfers to 2005 LEASE REV BONDS-DEBT SVC	256,400	257,200
2904-99-95-92904-903701 - Transfers to 2005 LEASE REV BONDS-DEBT SVC	678,600	677,600
2905-99-95-92905-903006 - Transfers to PARKS & RECREATION CAP PROJ FD	70,000	70,000
2906-99-95-92906-903006 - Transfers to PARKS & RECREATION CAP PROJ FD	621,300	621,300
3006-99-99-93006-902905 - Transfers to DIF - PARKLAND FACILITIES	406,860	406,860
3006-99-99-93006-902906 - Transfers to DIF - QUIMBY IN-LIEU PARK FEES	1,135	1,135
3301-99-99-93301-902901 - Transfers to DIF - ARTERIAL STREETS	727,903	727,903
3705-99-90-93705-903405 - Transfers to TWNGT IMPV SPCL TAX CAP ADMIN	33,800	34,500
3706-99-90-93706-903406 - Transfers to 2007 TWNGT SPCLTAX REF CAP ADM	154,600	157,700
3707-99-90-93707-903407 - Transfers to AUTOMALL CAP-ADMIN FUND	63,900	63,900
4800-99-99-94800-903701 - Transfers to 2005 LEASE REV BONDS-DEBT SVC	594,773	675,000
4800-99-99-94800-903705 - Transfers to TWNGT IMPV SPCL TAX REF DEBT S	277,181	280,000
4800-99-99-94800-903706 - Transfers to TWNGT SPCL TAX REFNDG DEBT SV	1,182,347	1,190,000
4800-99-99-94800-903707 - Transfers to AUTOML REFIN-CFD #3 DBT SVC FD	109,451	110,000
4800-99-99-94800-903751 - Transfers to 2011 PRIV PLACE REF. 97 LRBS	150,000	150,000
5011-99-99-95011-905010 - Transfers to LIBRARY SERVICES FUND	160,000	160,000
7010-99-99-97010-901010 - Transfers out - to GENERAL FUND	43,950	43,950
7110-99-99-97110-901010 - Transfers out - to GENERAL FUND	4,500	4,500
7310-99-99-97310-901010 - Transfers out - to GENERAL FUND	29,063	29,063
7310-99-99-97310-903753 - Transfers to 2011 PRIV PLMT REF 97 VAR COPS	787,000	787,500
7510-99-97-88190-901010 - Transfers out - to GENERAL FUND	837,025	40,277
7510-99-97-88190-902001 - Transfers to MEASURE "A" FUND	424,939	125,904
7510-99-97-88190-902011 - Transfers to PUB/EDUC/GOVT ACCESS PROG FD	-	-
7510-99-97-88190-905011 - Transfers to ZONE "A" PARKS FUND	116,636	-
	\$ 11,853,566	\$ 10,857,095

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTRA-FUND EXPENSES**

GL Account	FY 2013/14 Proposed	FY 2014/15 Proposed
4800-99-99-94800-914851 - Transfers to - between cat Succ Agcy 2007 Debt Svc	2,258,884	2,250,259
4800-99-99-94800-914820 - Transfers to - between cat Successor Agency	-	-
6010-99-99-96010-926020 - Transfers to - within cat 2007 TAXABLE LEASE REV BONDS	1,831,644	1,827,495
6010-99-99-96010-926030 - Transfers to - within cat 2005 LEASE REVENUE BONDS	322,763	322,263
	\$ 4,413,291	\$ 4,400,017

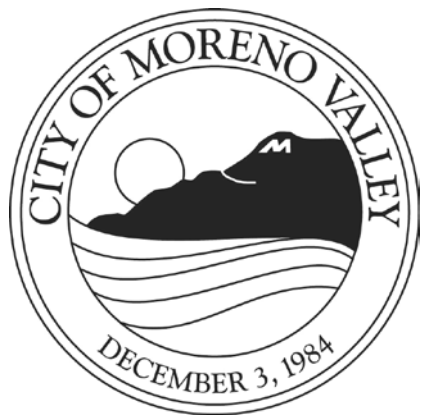


**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTER-FUND REVENUES**

GL Account	FY 2013/14 Proposed	FY 2014/15 Proposed
2000-99-99-92000-801010 - Transfers in - from GENERAL FUND	160,000	160,000
2008-99-99-92008-801010 - Transfers in - from GENERAL FUND	266,995	266,995
3751-99-90-93751-801010 - Transfers in - from GENERAL FUND	190,400	188,000
5010-99-99-95010-801010 - Transfers in - from GENERAL FUND	359,708	359,708
5011-99-99-95011-801010 - Transfers in - from GENERAL FUND	307,500	307,500
5012-99-99-95012-801010 - Transfers in - from GENERAL FUND	608,000	620,000
5110-99-99-95110-801010 - Transfers in - from GENERAL FUND	288,000	397,000
5112-99-99-95112-801010 - Transfers in - from GENERAL FUND	103,400	103,400
3701-99-90-93701-802901 - Transfers in - from DIF - ARTERIAL STREETS	1,118,200	1,120,200
3302-99-99-93302-802902 - Transfers in - from DIF - TRAFFIC SIGNALS	720,000	720,000
3701-99-90-93701-802903 - Transfers in - from DIF - FIRE	256,400	257,200
3701-99-90-93701-802904 - Transfers in - from DIF - POLICE	678,600	677,600
3006-99-99-93006-802905 - Transfers in - from DIF - PARKLAND FACILITIES	70,000	70,000
3006-99-99-93006-802906 - Transfers in - from DIF - QUIMBY IN-LIEU PARK FEES	621,300	621,300
2905-99-95-92905-803006 - Transfers in - from PARKS & RECREATION CAP PROJ FD	406,860	406,860
2906-99-95-92906-803006 - Transfers in - from PARKS & RECREATION CAP PROJ FD	1,135	1,135
2901-99-95-92901-803301 - Transfers in - from DIF ARTERIAL STREETS CAPITAL P	727,903	727,903
3405-99-91-93405-803705 - Transfers in - from TWNGT IMPV SPCL TAX REF DEBT S	33,800	34,500
3406-99-91-93406-803706 - Transfers in - from TWNGT SPCL TAX REFNDG DEBT SV	154,600	157,700
3407-99-91-93407-803707 - Transfers in - from AUTOML REFIN-CFD #3 DBT SVC FD	63,900	63,900
3701-99-90-93701-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	594,773	675,000
3705-99-90-93705-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	277,181	280,000
3706-99-90-93706-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	1,182,347	1,190,000
3707-99-90-93707-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	109,451	110,000
3751-99-90-93751-804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	150,000	150,000
5010-99-99-95010-805011 - Transfers in - from ZONE "A" PARKS FUND	160,000	160,000
1010-99-99-91010-807010 - Transfers in - from GENERAL LIABILITY INS FUND	43,950	43,950
1010-99-99-91010-807110 - Transfers in - from WORKERS COMPENSATION FUND	4,500	4,500
1010-99-99-91010-807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	29,063	29,063
3753-99-90-93753-807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	787,000	787,500
1010-99-99-91010-807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	837,025	40,277
2001-99-99-92001-807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	424,939	125,904
2011-99-99-92011-807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-
5011-99-99-95011-807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	116,636	-
	\$ 11,853,566	\$ 10,857,095

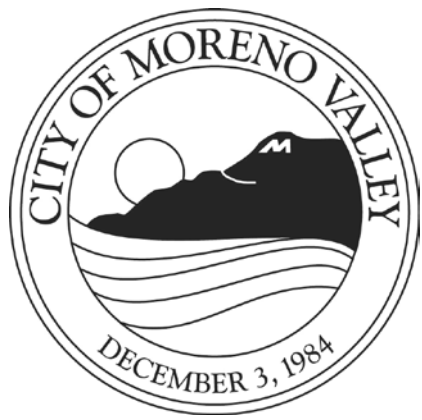
**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
INTRA-FUND REVENUES**

GL Account	FY 2013/14 Proposed	FY 2014/15 Proposed
4851-99-99-94851-814800 - Transfers in - bet categ Successor Agency	2,258,884	2,250,259
4820-99-99-94820-814800 - Transfers in - bet categ Successor Agency	-	-
6020-99-99-96020-826010 - Transfers from - within cat ELECTRIC FUND	1,831,644	1,827,495
6030-99-99-96030-826010 - Transfers from - within cat ELECTRIC FUND	322,763	322,263
	\$ 4,413,291	\$ 4,400,017



**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
Fixed Assets**

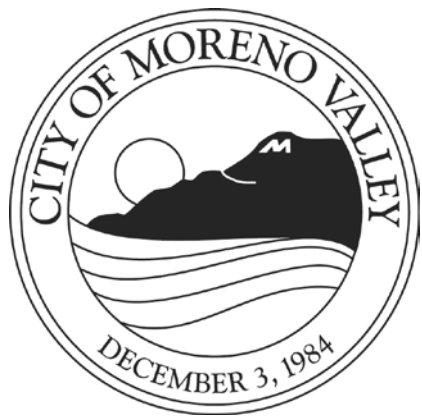
Fund	Section	Account	Asset Description	2012/13 Amended Budget	2013/14 Proposed Budget	2014/15 Proposed Budget
1010	GENERAL FUND					
18210	Animal Services	660312 - Mach-Equip, New - Vehicles	Animal Control Vehicles	\$ -	\$ 53,000	\$ 53,000
30110	Fire Operations	660322 - Mach-Equip, Repl - Vehicles	Replace Squad 58	-	90,000	-
30110	Fire Operations	660399 - Mach-Equip, Repl - Other	Replace thermal imaging cameras	10,500	17,399	8,699
30310	Office of Emergency Mgmt & Vol	660399 - Mach-Equip, Repl - Other		-	-	-
40010	Police Admin	660215 - Buildings - Improvements		184,283	-	-
40110	Patrol	660320 - Mach-Equip, Repl - Furn & Equip		-	-	-
40110	Patrol	660410 - Computer, New - Hardware		-	7,500	-
40210	Traffic Enforcement	660322 - Mach-Equip, Repl - Vehicles		110,079	-	10,000
40210	Traffic Enforcement	660420 - Computer, Repl - Hardware		-	-	-
40310	Detective Unit	660410 - Computer, New - Hardware		-	-	-
40312	People Oriented Policing	660399 - Mach-Equip, Repl - Other		-	-	-
				304,862	167,899	71,699
2000	GAS TAX					
45311	Public Works - Street Maint	660322 - Mach-Equip, Repl - Vehicles		25,000	-	-
2001	MEASURE A					
45311	Public Works - Street Maint	660322 - Mach-Equip, Repl - Vehicles	Replace Asphalt Patch Truck, Street Sweeper, Emergency Response/Standby Vehicle, and Water Truck Tank	-	710,000	200,000
2511	FY10 EOC GRANT					
74011	EOC Grant	660398 - Mach-Equip, New - Other		200,000	-	-
74011	EOC Grant	660412 - Computer, New - Software		100,000	-	-
				300,000	-	-
2715	JAG GRANTS					
76509	JAG 2008-09 SB-59-2366	660398 - Mach-Equip, New - Other		90,500	-	-
76510	JAG 2009-10 DD-BX-0445	660324 - Mach-Equip, Repl - Comm, Radios		-	-	-
				90,500	-	-
5011	ZONE A PARKS					
35210	Park Maintenance - General	660312 - Mach-Equip, New - Vehicles	Mower	-	35,000	-
35210	Park Maintenance - General	660322 - Mach-Equip, Repl - Vehicles	Replace 3 trucks	-	130,000	-



**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
Fixed Assets**

Fund	Section	Account	Asset Description	2012/13 Amended Budget	2013/14 Proposed Budget	2014/15 Proposed Budget
35310	Senior Program	660215 - Buildings - Improvements	Banquet Hall removable wall/Patio area shading	-	22,000	-
35312	Community Events	660320 - Mach-Equip, Repl - Furn & Equip		13,000	-	-
35312	Community Events	660398 - Mach-Equip, New - Other		30,000	-	-
35314	Conf & Rec Cntr - Banquet	660215 - Buildings - Improvements		-	5,000	10,000
				43,000	192,000	10,000
6010	ELECTRIC	660610 - Improvements Other than Bldg		132,900	152,900	132,900
7210	TECHNOLOGY SERVICES *	660412 - Computer, New - Software		39,850	34,850	64,850
25410	Enterprise Applications	660410 - Computer, New - Hardware		119,700	-	7,693
25411	Network Operations	660412 - Computer, New - Software		70,000	-	6,000
25411	Network Operations	660420 - Computer, Repl - Hardware		50,000	245,000	25,000
25412	Telecommunications	660314 - Mach-Equip, New - Comm, Radios		65,000	35,649	-
25412	Telecommunications	660324 - Mach-Equip, Repl - Comm, Radios		-	65,000	-
25412	Telecommunications	660398 - Mach-Equip, New - Other		17,500	7,500	7,500
25412	Telecommunications	660410 - Computer, New - Hardware		32,250	19,399	15,048
25412	Telecommunications	660412 - Computer, New - Software		20,000	10,000	10,000
25412	Telecommunications	660420 - Computer, Repl - Hardware		70,000	120,000	120,000
25413	Geographic Information Systems	660420 - Computer, Repl - Hardware		8,000	-	-
				492,300	537,398	256,091
7310	FACILITIES MAINTENANCE	660215 - Buildings - Improvements	Computer room HVAC	175,000	175,000	-
18411	City Hall	660215 - Buildings - Improvements		-	50,000	-
18415	Library - Facilities Maint	660215 - Buildings - Improvements		175,000	225,000	-
				\$ 1,563,562	\$ 1,985,197	\$ 670,690

* Asset expenditures in Fund 7210 relate to the maintenance, replacement, and expansion of technology equipment and systems.



City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
General Fund

	General Fund	Grand Total
Revenues:		
Taxes:		
Property Tax	\$ 9,647,100	\$ 9,647,100
Property Tax in-lieu	13,640,000	13,640,000
Utility Users Tax	16,114,000	16,114,000
Sales Tax	15,570,000	15,570,000
Other Taxes	7,965,000	7,965,000
State Gasoline Tax	-	-
Licenses & Permits	1,514,000	1,514,000
Intergovernmental	265,000	265,000
Charges for Services	8,869,395	8,869,395
Use of Money & Property	2,688,000	2,688,000
Fines & Forfeitures	601,500	601,500
Miscellaneous	51,400	51,400
Total Revenues	76,925,395	76,925,395
Expenditures:		
Personnel Services	13,572,861	13,572,861
Contractual Services	60,090,859	60,090,859
Material & Supplies	1,161,371	1,161,371
Debt Service	-	-
Fixed Charges	539,442	539,442
Fixed Assets	125,000	125,000
Total Expenditures	75,489,533	75,489,533
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	1,435,862	152,414,928
Transfers:		
Transfers In	914,538	914,538
Transfers Out	2,284,003	2,284,003
Net Transfers	(1,369,465)	(1,369,465)
Total Revenues & Transfers In	77,839,933	77,839,933
Total Expenditures & Transfers Out	77,773,536	77,773,536
Net Change or Proposed Use of Fund Balance	\$ 66,397	\$ 66,397

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
General Fund

	General Fund	Grand Total
Revenues:		
Taxes:		
Property Tax	\$ 9,803,900	\$ 9,803,900
Property Tax in-lieu	13,890,000	13,890,000
Utility Users Tax	16,428,000	16,428,000
Sales Tax	16,420,000	16,420,000
Other Taxes	8,185,000	8,185,000
State Gasoline Tax	-	-
Licenses & Permits	1,519,200	1,519,200
Intergovernmental	235,000	235,000
Charges for Services	8,977,274	8,977,274
Use of Money & Property	2,589,600	2,589,600
Fines & Forfeitures	606,500	606,500
Miscellaneous	51,400	51,400
Total Revenues	78,705,874	78,705,874
Expenditures:		
Personnel Services	13,594,392	13,594,392
Contractual Services	63,442,602	63,442,602
Material & Supplies	1,050,440	1,050,440
Debt Service	-	-
Fixed Charges	(800,047)	(800,047)
Fixed Assets	125,000	125,000
Total Expenditures	77,412,387	77,412,387
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	1,293,487	156,118,261
Transfers:		
Transfers In	117,790	117,790
Transfers Out	2,402,603	2,402,603
Net Transfers	(2,284,813)	(2,284,813)
Total Revenues & Transfers In	78,823,664	78,823,664
Total Expenditures & Transfers Out	79,814,990	79,814,990
Net Change or Proposed Use of Fund Balance	\$ (991,326)	\$ (991,326)

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
GENERAL FUND PROGRAM SUMMARY

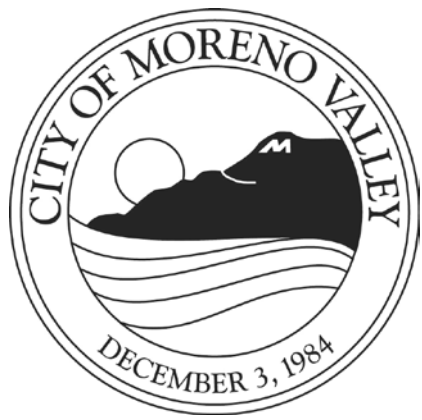
	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND						
10010 Council - Admin	\$ 513,870	\$ 553,223	\$ 605,770	\$ 616,632	\$ 618,382	\$ 1,750
12010 City Clerk - Admin	507,399	513,258	541,564	448,351	572,181	123,830
12011 Records Management System	-	-	-	-	-	-
14010 City Attorney - Admin	1,034,442	819,386	961,369	483,533	489,195	5,662
16010 City Manager - Admin	726,440	898,364	1,023,404	991,328	995,627	4,299
16011 CM - Dev Svcs Support	144,756	215,589	190,944	129,081	130,300	1,219
16110 Communications	175,516	64,762	71,531	63,638	63,700	62
16210 Graphics Support	181,717	166,397	198,029	134,910	135,589	679
18010 Human Resources - Admin	923,963	773,363	859,424	813,117	816,295	3,178
18210 Animal Services	-	-	2,248,741	2,333,348	2,341,168	7,820
18211 Animal Services Donations	-	-	26,120	18,840	18,840	-
18310 Purchasing	-	-	489,015	492,384	494,796	2,412
20010 CEDD - Admin	391,450	400,916	348,270	323,154	323,154	-
20011 CEDD - Dev Svcs Support	270,240	227,713	223,314	204,198	204,198	-
20050 Successor Agy - General Fund	-	45,111	270,514	-	-	-
20110 Code Compliance	1,483,073	1,471,201	1,415,133	1,569,658	1,569,658	-
20111 Code - CDBG	-	-	-	-	-	-
20112 Code - JAG	18,400	-	-	-	-	-
20113 Graffiti Restitution	24,574	-	25,919	-	-	-
20115 Rancho Belago Sign Prgm	56,764	-	-	-	-	-
20210 Planning Commission	64,587	68,192	75,971	75,521	75,800	279
20211 Planning - Dev Svcs Support	735,176	878,134	737,714	926,274	926,274	-
20212 Advanced Planning	388,185	393,203	416,321	485,638	489,697	4,059
20310 Building	1,106,302	1,370,809	1,528,820	1,519,678	1,526,552	6,874
20311 Document Imaging	3,313	-	-	-	-	-
20410 Land Development	1,090,980	1,122,590	1,158,872	1,123,772	1,123,772	-
20411 Inspection Services	470,575	496,504	505,165	503,704	506,656	2,952
20412 HLFV Project	-	-	-	-	-	-
20413 Verizon FTTP	3,231	7,954	40,455	-	-	-
20414 Sunesys, LLC	234	-	2,436	-	-	-
20415 HLFV Interchanges	2,033	326	25,897	-	-	-
20416 EMWD Sunnymead Pipe	-	-	-	-	-	-
25010 FMS Admin	392,464	277,835	506,249	518,337	519,702	1,365

**City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
GENERAL FUND PROGRAM SUMMARY**

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
25011 FMS Projects	-	-	25,000	105,500	105,500	-
25110 Financial Ops/Budgeting	1,166,495	1,185,546	1,280,602	693,091	698,098	5,007
25111 Payroll	-	-	-	198,653	199,969	1,316
25112 Accounting	-	-	-	227,360	228,880	1,520
25113 Accounts Payable	-	-	-	175,980	177,140	1,160
25210 Treasury Ops/Accts Receivable	1,016,435	980,299	1,027,073	1,061,471	1,091,499	30,028
25211 Cashiering	-	-	-	-	-	-
25212 Business License	-	-	-	-	-	-
25213 False Alarms	-	-	-	-	-	-
25310 Animal Services	2,214,247	2,175,366	-	-	-	-
25311 Animal Services Donations	4,400	10,850	-	-	-	-
25510 Purchasing	511,467	475,505	-	-	-	-
30110 Fire Operations	13,844,493	13,429,615	15,353,197	16,137,207	15,441,186	(696,021)
30210 Fire Prevention Inspections	286,274	339,226	296,038	416,216	416,577	361
30211 Fire Prevention	663,144	755,650	868,700	1,083,956	1,172,621	88,665
30310 Office of Emergency Mgmt & Vol	605,685	596,640	694,561	725,774	735,192	9,418
35150 Library Project	-	-	-	-	-	-
40010 Police Admin	3,192,539	3,416,492	3,916,547	(2,024,321)	(2,164,729)	(140,408)
40110 Patrol	21,532,415	20,761,234	21,879,246	21,345,170	22,357,983	1,012,813
40111 Towngate Mail	460,969	468,433	473,362	521,846	547,515	25,669
40210 Traffic Enforcement	5,241,774	5,413,754	5,948,559	6,207,878	6,462,938	255,060
40220 Community Services	1,072,315	1,110,489	1,141,951	1,007,058	1,049,421	42,363
40310 Detective Unit	1,094,638	1,135,342	1,251,127	2,923,256	3,057,677	134,421
40311 Crime Prevention	-	-	-	-	-	-
40312 People Oriented Policing	2,384,927	2,442,682	2,559,655	2,483,855	2,602,624	118,769
40410 Special Enforcement	4,177,688	4,351,293	4,164,313	5,474,992	5,998,534	523,542
45010 Public Works - Admin	104,670	178,112	171,338	172,355	172,937	582
45110 Transportation Eng - General	690,923	945,278	1,058,024	1,189,304	1,196,022	6,718
45111 Traffic Signal Maintenance	681,656	801,268	764,831	569,403	572,016	2,613
45112 Crossing Guards	566,065	48	-	-	-	-
45120 Transportation Development Svcs	96,960	299	4,522	-	-	-
45121 Transportation Inspection Svcs	37,353	-	-	-	-	-
45122 Public Works - Sign/Striping	-	9,545	-	-	-	-
45210 Capital Projects- General	56,171	-	34,024	-	-	-

City of Moreno Valley
2013/14 - 2014/15 Proposed Operating Budget
GENERAL FUND PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget			
45211 Street Projects Engineering	8,968	8,997	8,900	8,900	8,900	-	8,900	-
45310 Public Works - Solid Waste	144,833	140,686	153,001	152,133	152,951	(868)	152,951	818
45311 Public Works - Street Maint	-	17	-	-	-	-	-	-
45312 Public Works - Concrete Maint	-	100	-	-	-	-	-	-
45314 Public Works - Graf Removal	4,500	4,538	4,500	4,500	4,500	-	4,500	-
45315 Public Works - Tree Trimming	20,400	20,400	20,400	20,400	20,400	-	20,400	-
45317 Storm Drain Channel Maintenance	-	-	-	20,000	20,000	20,000	20,000	-
91010 Non-Dept General Fund	4,599,122	8,454,676	3,946,400	3,096,503	3,547,103	(849,897)	3,547,103	450,600
	\$ 77,191,210	\$ 80,377,208	\$ 81,542,832	\$ 77,773,536	\$ 79,814,990	\$ (3,769,296)	\$ 79,814,990	\$ 2,041,454



City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5010 LIBRARY SERVICES	5011 ZONE A PARKS	5012 ZONE B STREET LIGHTS
Revenues:			
Taxes:			
Property Tax	\$ 1,284,000	\$ 1,709,000	\$ 85,300
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	18,000	5,967,122	984,000
Use of Money & Property	-	583,900	-
Fines & Forfeitures	50,000	-	-
Miscellaneous	2,000	18,100	-
Total Revenues	1,354,000	8,278,122	1,069,300
Expenditures:			
Personnel Services	1,359,742	4,085,671	120,600
Contractual Services	119,975	1,778,413	1,467,000
Material & Supplies	67,300	818,520	4,800
Debt Service	-	-	-
Fixed Charges	265,200	2,305,902	84,700
Fixed Assets	-	-	-
Total Expenditures	1,812,217	8,988,506	1,677,100
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(458,217)</i>	<i>(710,384)</i>	<i>(607,800)</i>
Transfers:			
Transfers In	519,708	424,136	608,000
Transfers Out	-	160,000	-
Net Transfers	519,708	264,136	608,000
Total Revenues & Transfers In	1,873,708	8,702,258	1,677,300
Total Expenditures & Transfers Out	1,812,217	9,148,506	1,677,100
Net Change or Proposed Use of Fund Balance	\$ 61,491	\$ (446,248)	\$ 200

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5013 ZONE E EXTENDED LANDSCAPE	5110 ZONE C ARTERIAL ST LIGHTS	5111 ZONE D STANDARD LANDSCAPE
Revenues:			
Taxes:			
Property Tax	\$ -	\$ 110,000	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	2,466,909	530,500	1,188,600
Use of Money & Property	4,346	-	515
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	2,471,255	640,500	1,189,115
Expenditures:			
Personnel Services	298,200	39,300	187,800
Contractual Services	1,751,500	820,300	639,400
Material & Supplies	68,100	4,500	31,100
Debt Service	-	-	-
Fixed Charges	363,983	63,700	227,900
Fixed Assets	-	-	-
Total Expenditures	2,481,783	927,800	1,086,200
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(10,528)</i>	<i>(287,300)</i>	<i>102,915</i>
Transfers:			
Transfers In	-	288,000	-
Transfers Out	-	-	-
Net Transfers	-	288,000	-
Total Revenues & Transfers In	2,471,255	928,500	1,189,115
Total Expenditures & Transfers Out	2,481,783	927,800	1,086,200
Net Change or Proposed Use of Fund Balance	\$ (10,528)	\$ 700	\$ 102,915

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5112 ZONE M MEDIANS	5113 CFD#1	5114 ZONE S	Grand Total
Revenues:				
Taxes:				
Property Tax	\$ -	\$ -	\$ -	\$ 3,188,300
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	1,000,000	-	1,000,000
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	200,700	25,400	55,800	11,437,031
Use of Money & Property	409	25,000	51	614,221
Fines & Forfeitures	-	-	-	50,000
Miscellaneous	-	-	-	20,100
Total Revenues	201,109	1,050,400	55,851	16,309,652
Expenditures:				
Personnel Services	60,800	519,829	5,600	6,677,542
Contractual Services	183,000	398,720	48,000	7,206,308
Material & Supplies	8,100	102,920	1,100	1,106,440
Debt Service	-	-	-	-
Fixed Charges	29,944	160,754	11,317	3,513,400
Fixed Assets	-	-	-	-
Total Expenditures	281,844	1,182,223	66,017	18,503,690
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(80,735)</i>	<i>(131,823)</i>	<i>(10,166)</i>	<i>(2,194,038)</i>
Transfers:				
Transfers In	103,400	-	-	1,943,244
Transfers Out	-	-	-	160,000
Net Transfers	103,400	-	-	1,783,244
Total Revenues & Transfers In	304,509	1,050,400	55,851	18,252,896
Total Expenditures & Transfers Out	281,844	1,182,223	66,017	18,663,690
Net Change or Proposed Use of Fund Balance	\$ 22,665	\$ (131,823)	\$ (10,166)	\$ (410,794)

City of Moreno Valley
 2014/15 Proposed Operating Budget
 Revenue Expense Summary
 Community Services District

	5010 LIBRARY SERVICES	5011 ZONE A PARKS	5012 ZONE B STREET LIGHTS
Revenues:			
Taxes:			
Property Tax	\$ 1,305,000	\$ 1,733,000	\$ 85,300
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	18,000	5,970,507	1,030,400
Use of Money & Property	-	591,300	-
Fines & Forfeitures	50,000	-	-
Miscellaneous	2,000	18,100	-
Total Revenues	1,375,000	8,312,907	1,115,700
Expenditures:			
Personnel Services	1,369,086	4,097,139	120,600
Contractual Services	127,296	1,761,843	1,525,300
Material & Supplies	67,300	616,160	4,900
Debt Service	-	-	-
Fixed Charges	265,200	2,305,902	84,700
Fixed Assets	-	-	-
Total Expenditures	1,828,882	8,781,044	1,735,500
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(453,882)</i>	<i>(468,137)</i>	<i>(619,800)</i>
Transfers:			
Transfers In	519,708	307,500	620,000
Transfers Out	-	160,000	-
Net Transfers	519,708	147,500	620,000
Total Revenues & Transfers In	1,894,708	8,620,407	1,735,700
Total Expenditures & Transfers Out	1,828,882	8,941,044	1,735,500
Net Change or Proposed Use of Fund Balance	\$ 65,826	\$ (320,637)	\$ 200

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5013 ZONE E EXTENDED LANDSCAPE	5110 ZONE C ARTERIAL ST LIGHTS	5111 ZONE D STANDARD LANDSCAPE
Revenues:			
Taxes:			
Property Tax	\$ -	\$ 110,000	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	2,489,005	450,700	1,198,100
Use of Money & Property	4,171	-	412
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	2,493,176	560,700	1,198,512
Expenditures:			
Personnel Services	298,200	39,300	187,800
Contractual Services	1,803,500	849,800	672,400
Material & Supplies	70,100	4,600	32,200
Debt Service	-	-	-
Fixed Charges	363,983	63,700	227,900
Fixed Assets	-	-	-
Total Expenditures	2,535,783	957,400	1,120,300
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(42,607)</i>	<i>(396,700)</i>	<i>78,212</i>
Transfers:			
Transfers In	-	397,000	-
Transfers Out	-	-	-
Net Transfers	-	397,000	-
Total Revenues & Transfers In	2,493,176	957,700	1,198,512
Total Expenditures & Transfers Out	2,535,783	957,400	1,120,300
Net Change or Proposed Use of Fund Balance	\$ (42,607)	\$ 300	\$ 78,212

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Community Services District

	5112 ZONE M MEDIANS	5113 CFD#1	5114 ZONE S	Grand Total
Revenues:				
Taxes:				
Property Tax	\$ -	\$ -	\$ -	\$ 3,233,300
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	1,000,000	-	1,000,000
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	202,700	25,400	56,300	11,441,112
Use of Money & Property	427	25,000	41	621,351
Fines & Forfeitures	-	-	-	50,000
Miscellaneous	-	-	-	20,100
Total Revenues	203,127	1,050,400	56,341	16,365,863
Expenditures:				
Personnel Services	60,800	523,173	5,600	6,701,698
Contractual Services	192,900	430,440	49,900	7,413,379
Material & Supplies	8,500	111,390	1,200	916,350
Debt Service	-	-	-	-
Fixed Charges	29,944	160,754	11,317	3,513,400
Fixed Assets	-	-	-	-
Total Expenditures	292,144	1,225,757	68,017	18,544,827
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(89,017)</i>	<i>(175,357)</i>	<i>(11,676)</i>	<i>(2,178,964)</i>
Transfers:				
Transfers In	103,400	-	-	1,947,608
Transfers Out	-	-	-	160,000
Net Transfers	103,400	-	-	1,787,608
Total Revenues & Transfers In	306,527	1,050,400	56,341	18,313,471
Total Expenditures & Transfers Out	292,144	1,225,757	68,017	18,704,827
Net Change or Proposed Use of Fund Balance	\$ 14,383	\$ (175,357)	\$ (11,676)	\$ (391,356)

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 COMMUNITY SERVICES DISTRICT PROGRAM SUMMARY

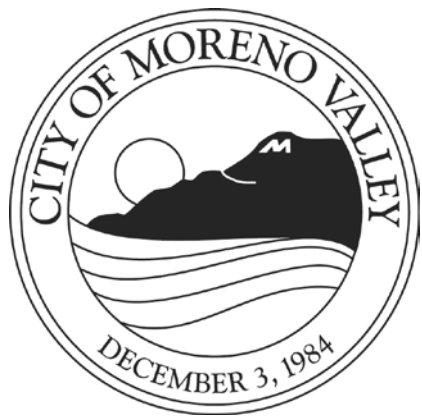
	2010/11	2011/12	2012/13	2013/14	Increase (Decrease) over/(under) 2012/13 Projected	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget		Proposed Budget	
5010 LIBRARY SERVICES							
18510 Library	\$ -	\$ -	\$ 2,045,041	\$ 1,812,217	\$ (232,824)	\$ 1,828,882	\$ 16,665
35110 Library	1,852,640	1,950,887	-	-	-	-	-
95010 Non-Dept Library Services	-	-	-	-	-	-	-
5011 ZONE A PARKS							
35010 Parks & Comm Svcs - Admin	539,119	520,007	568,645	576,620	7,975	579,170	2,550
35210 Park Maintenance - General	2,433,532	2,684,032	2,851,851	3,160,181	308,330	2,999,075	(161,106)
35211 Contract Park Maintenance	349,881	388,868	454,519	461,603	7,084	467,288	5,685
35212 Park Ranger Program	316,425	366,230	378,074	370,423	(7,651)	372,210	1,787
35213 Golf Course Program	282,601	257,642	307,381	263,492	(43,889)	265,672	2,180
35214 Parks Projects	145,808	162,654	270,567	173,625	(96,942)	175,211	1,586
35215 CSD Public Facilities	-	-	-	-	-	-	-
35216 CFD#1	-	1,841	-	-	-	-	-
35310 Senior Program	496,233	525,723	572,154	609,009	36,855	576,727	(32,282)
35311 Community Services	121,353	161,798	172,293	193,446	21,153	194,116	670
35312 Community Events	76,738	137,856	153,331	81,327	(72,004)	81,507	180
35313 Conf & Rec Cntr	480,179	549,467	589,309	629,075	39,766	603,507	(25,568)
35314 Conf & Rec Cntr - Banquet	230,794	287,329	306,841	324,635	17,794	334,331	9,696
35315 Recreation Programs	1,641,481	1,517,954	1,698,262	1,752,265	54,003	1,739,165	(13,100)
35316 ASA Tournament	-	-	-	-	-	-	-
35317 July 4th Celebration	-	-	118,275	142,505	24,230	142,765	260
95011 Non-Dept Zone A Parks	510,996	250,300	410,300	410,300	-	410,300	-
5012 ZONE B STREET LIGHTS							
25703 Street Lighting	-	-	1,761,277	1,677,100	(84,177)	1,735,500	58,400
45415 Residential Street Lighting	1,605,917	1,502,323	-	-	-	-	-
95012 Non-Dept Zone B Street Lights	-	-	-	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 COMMUNITY SERVICES DISTRICT PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	Increase (Decrease) over/(under) 2012/13 Projected	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget		Proposed Budget	
5013 ZONE E EXTENDED LANDSCAPE							
25705 Zone E Extensive Landscape	-	-	834,380	731,583	(102,797)	733,883	2,300
25706 Zone E-1	-	-	187,280	217,600	30,320	218,700	1,100
25707 Zone E-1A	-	-	31,600	30,600	(1,000)	32,000	1,400
25708 Zone E-2	-	-	278,460	284,800	6,340	298,500	13,700
25709 Zone E-3	-	-	282,500	303,100	20,600	311,600	8,500
25710 Zone E-3A	-	-	26,000	16,100	(9,900)	16,500	400
25711 Zone E-4	-	-	233,380	225,600	(7,780)	230,600	5,000
25712 Zone E-4A	-	-	10,300	9,000	(1,300)	9,100	100
25713 Zone E-7	-	-	88,700	89,700	1,000	94,600	4,900
25714 Zone E-8	-	-	169,200	321,900	152,700	328,800	6,900
25715 Zone E-12	-	-	74,800	57,300	(17,500)	59,900	2,600
25716 Zone E-14	-	-	89,700	88,700	(1,000)	92,600	3,900
25717 Zone E-15	-	-	56,200	34,500	(21,700)	35,400	900
25718 Zone E-16	-	-	67,200	71,300	4,100	73,600	2,300
45425 Standard Landscape	-	(112)	-	-	-	-	-
45430 Extensive Landscape	891,767	866,344	-	-	-	-	-
45431 Ext Landscape - Towngate	233,789	157,268	-	-	-	-	-
45432 Ext Landscape - Hidden Springs	358,636	240,393	-	-	-	-	-
45433 Ext Landscape - Warrington	235,253	255,087	-	-	-	-	-
45434 Ext Landscape - Landmark	281,176	183,286	-	-	-	-	-
45435 Ext Landscape - MV Development	51,809	53,094	-	-	-	-	-
45436 Ext Landscape - Centerpointe	70,911	73,487	-	-	-	-	-
45437 Zone E1-A Renaissance Park	31,864	22,556	-	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 COMMUNITY SERVICES DISTRICT PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	Increase (Decrease) over/(under) 2012/13 Projected	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget		Proposed Budget	
45438 Zone E4-A Daybreak Div.	5,401	7,083	-	-	-	-	-
45439 Zone E3A	19,580	14,197	-	-	-	-	-
45440 E8 - Promontory Park	30,335	22,933	-	-	-	-	-
45441 E15 - Celebrations	18,796	19,887	-	-	-	-	-
45442 E14 - Mahogany	57,609	63,046	-	-	-	-	-
45443 E12 - Stoneridge	45,916	43,126	-	-	-	-	-
95013 Non-Dept Zone E Extended Landscape	-	-	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS							
25703 Street Lighting	-	-	953,013	927,800	(25,213)	957,400	29,600
45420 Arterial Street Lighting	751,807	788,405	-	-	-	-	-
95110 Non-Dept Zone C Arterial St Lights	-	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE							
25704 Zone D Standard Landscape	-	-	1,096,515	1,086,200	(10,315)	1,120,300	34,100
45425 Standard Landscape	1,018,023	982,097	-	-	-	-	-
45430 Extensive Landscape	-	-	-	-	-	-	-
95111 Non-Dept Zone D Standard Landscape	-	-	-	-	-	-	-
5112 ZONE M MEDIANS							
25719 Zone M	-	-	306,709	281,844	(24,865)	292,144	10,300
45460 Median Fund	220,321	211,567	-	-	-	-	-
5113 CFD#1							
35216 CFD#1	843,796	921,541	1,065,988	1,182,223	116,235	1,225,757	43,534
95113 Non-Dept CFD#1	-	-	-	-	-	-	-
5114 ZONE S							
25720 Zone S	-	-	66,274	66,017	(257)	68,017	2,000
45465 Zone S	61,107	66,323	-	-	-	-	-
	\$ 16,311,593	\$ 16,256,519	\$ 18,576,319	\$ 18,663,690	\$ 87,371	\$ 18,704,827	\$ 41,137



City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Successor Agency

	4800 SUCCESSOR AGENCY ADMIN FUND	4820 SUCCESSOR AGENCY CAP PROJ	4821 SUCCESSOR AGENCY 2007 TABS A CAP
Revenues:			
Taxes:			
Property Tax	\$ 9,238,000	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	9,238,000	-	-
Expenditures:			
Personnel Services	203,253	-	-
Contractual Services	195,764	-	-
Material & Supplies	2,800	-	-
Debt Service	480,000	-	-
Fixed Charges	562,000	-	-
Fixed Assets	-	-	-
Total Expenditures	1,443,817	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>7,794,183</i>	<i>-</i>	<i>-</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	2,313,752	-	-
Net Transfers	(2,313,752)	-	-
Total Revenues & Transfers In	9,238,000	-	-
Total Expenditures & Transfers Out	3,757,569	-	-
Net Change or Proposed Use of Fund Balance	\$ 5,480,431	\$ -	\$ -

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Successor Agency

	4850 SUCCESSOR AGENCY TAX REVENUE	4851 SUCSR AGENCY 2007 TABS A DEBT SRV	Grand Total
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ 9,238,000
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	9,238,000
Expenditures:			
Personnel Services	-	-	203,253
Contractual Services	-	-	195,764
Material & Supplies	-	-	2,800
Debt Service	-	2,260,000	2,740,000
Fixed Charges	-	-	562,000
Fixed Assets	-	-	-
Total Expenditures	-	2,260,000	3,703,817
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	(2,260,000)	5,534,183
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	2,313,752
Net Transfers	-	-	(2,313,752)
Total Revenues & Transfers In	-	-	9,238,000
Total Expenditures & Transfers Out	-	2,260,000	6,017,569
Net Change or Proposed Use of Fund Balance	\$ -	\$ (2,260,000)	\$ 3,220,431

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Successor Agency

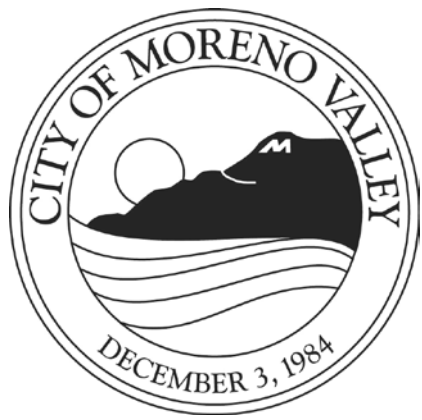
	4800 SUCCESSOR AGENCY ADMIN FUND	4820 SUCCESSOR AGENCY CAP PROJ	4821 SUCCESSOR AGENCY 2007 TABS A CAP
Revenues:			
Taxes:			
Property Tax	\$ 9,238,000	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	9,238,000	-	-
Expenditures:			
Personnel Services	203,253	-	-
Contractual Services	195,764	-	-
Material & Supplies	2,800	-	-
Debt Service	480,000	-	-
Fixed Charges	562,000	-	-
Fixed Assets	-	-	-
Total Expenditures	1,443,817	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>7,794,183</i>	<i>-</i>	<i>-</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	2,405,000	-	-
Net Transfers	(2,405,000)	-	-
Total Revenues & Transfers In	9,238,000	-	-
Total Expenditures & Transfers Out	3,848,817	-	-
Net Change or Proposed Use of Fund Balance	\$ 5,389,183	\$ -	\$ -

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Successor Agency

	4850 SUCCESSOR AGENCY TAX REVENUE	4851 SUCSR AGENCY 2007 TABS A DEBT SRV	Grand Total
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ 9,238,000
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	9,238,000
Expenditures:			
Personnel Services	-	-	203,253
Contractual Services	-	-	195,764
Material & Supplies	-	-	2,800
Debt Service	-	2,275,000	2,755,000
Fixed Charges	-	-	562,000
Fixed Assets	-	-	-
Total Expenditures	-	2,275,000	3,718,817
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	(2,275,000)	5,519,183
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	2,405,000
Net Transfers	-	-	(2,405,000)
Total Revenues & Transfers In	-	-	9,238,000
Total Expenditures & Transfers Out	-	2,275,000	6,123,817
Net Change or Proposed Use of Fund Balance	\$ -	\$ (2,275,000)	\$ 3,114,183

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 SUCCESSOR AGENCY PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2012/13 Projected	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget		
4800 SUCCESSOR AGENCY ADMIN FUND							
20801 Successor Agency Admin	\$ -	\$ 120,450	\$ 267,250	\$ 250,000	\$ 250,000	\$ (17,250)	\$ -
20802 Successor Agency Operating Fund	-	438,436	974,820	1,193,817	1,193,817	218,997	-
94800 Non-Dept Successor Agency Admin	-	900,124	5,696,351	2,313,752	2,405,000	(3,382,599)	91,248
98010 Non-Dept RDA Administration	-	-	-	-	-	-	-
4820 SUCCESSOR AGENCY CAP PROJ							
20840 Successor Agency Cap Proj	-	-	-	-	-	-	-
20842 Expend Close to Bal Sheet - 8150	-	(42,024)	-	-	-	-	-
94820 Non-Dept Succ Agency Cap Project	-	(991,224)	-	-	-	-	-
4850 SUCCESSOR AGENCY TAX REVENUE							
20820 Successor Agency Tax Revenue	-	331,769	-	-	-	-	-
20822 Expend Close to Bal Sheet - 8351	-	-	-	-	-	-	-
4851 SUCSR AGENCY 2007 TABS A DEBT SRV							
20830 Successor Agcy 2007 TABS A Debt S	-	656,450	-	2,260,000	2,275,000	2,260,000	15,000
94851 Non-Dept Succ Agcy 2007 Debt Srv	-	61,374,675	-	-	-	-	-
	\$ -	\$ 62,788,656	\$ 6,938,421	\$ 6,017,569	\$ 6,123,817	\$ (920,852)	\$ 106,248



City of Moreno Valley
 2013/14 Proposed Operating Budget
 Revenue Expense Summary
 Housing Authority

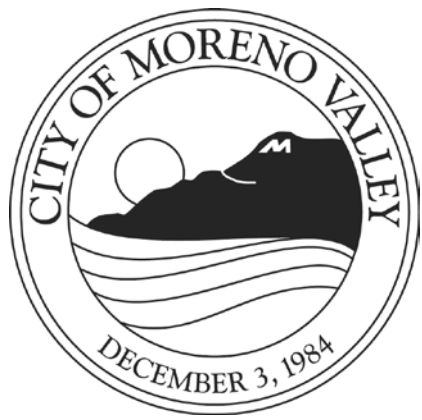
	8884 HOUSING AUTHORITY	Grand Total
Revenues:		
Taxes:		
Property Tax	\$ -	\$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	-
Use of Money & Property	15,000	15,000
Fines & Forfeitures	-	-
Miscellaneous	-	-
Total Revenues	15,000	15,000
Expenditures:		
Personnel Services	-	-
Contractual Services	-	-
Material & Supplies	-	-
Debt Service	-	-
Fixed Charges	-	-
Fixed Assets	-	-
Total Expenditures	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>15,000</i>	<i>15,000</i>
Transfers:		
Transfers In	-	-
Transfers Out	-	-
Net Transfers	-	-
Total Revenues & Transfers In	15,000	15,000
Total Expenditures & Transfers Out	-	-
Net Change or Proposed Use of Fund Balance	\$ 15,000	\$ 15,000

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Housing Authority

	8884 HOUSING AUTHORITY	Grand Total
Revenues:		
Taxes:		
Property Tax	\$ -	\$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	-
Use of Money & Property	15,000	15,000
Fines & Forfeitures	-	-
Miscellaneous	-	-
Total Revenues	15,000	15,000
Expenditures:		
Personnel Services	-	-
Contractual Services	-	-
Material & Supplies	-	-
Debt Service	-	-
Fixed Charges	-	-
Fixed Assets	-	-
Total Expenditures	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>15,000</i>	<i>15,000</i>
Transfers:		
Transfers In	-	-
Transfers Out	-	-
Net Transfers	-	-
Total Revenues & Transfers In	15,000	15,000
Total Expenditures & Transfers Out	-	-
Net Change or Proposed Use of Fund Balance	\$ 15,000	\$ 15,000

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 HOUSING AUTHORITY PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
20601 Housing Authority						
20801 Successor Agency Admin	\$ -	14 \$	25,561 \$	- \$	- \$	- \$
20603 Oakwood Apartments						
20802 Successor Agency Operating Fund	-	(1,027,000)	-	-	-	-
20612 Rancho Dorado Proj. South 94800 Non-Dept Successor Agency Admin	-	1,777,000	-	-	-	-
20613 Hemlock Family Apartments 98010 Non-Dept RDA Administration	-	-	-	-	-	-
	\$ -	\$ 750,014	\$ 25,561	\$ -	\$ -	\$ (25,561)



City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2000 GAS TAX	2001 MEASURE A	2002 PROP 42 REPLACEMENT FUND
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	5,042,755	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	9,032,955	-
Charges for Services	-	-	-
Use of Money & Property	1,000	102,500	-
Fines & Forfeitures	-	-	-
Miscellaneous	21,000	1,000	-
Total Revenues	5,064,755	9,136,455	-
Expenditures:			
Personnel Services	3,945,043	258,059	-
Contractual Services	257,249	137,000	-
Material & Supplies	570,804	716,000	-
Debt Service	-	-	-
Fixed Charges	559,601	250,736	-
Fixed Assets	-	-	-
Total Expenditures	5,332,697	1,361,795	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(267,942)</i>	<i>7,774,660</i>	<i>-</i>
Transfers:			
Transfers In	160,000	424,939	-
Transfers Out	-	-	-
Net Transfers	160,000	424,939	-
Total Revenues & Transfers In	5,224,755	9,561,394	-
Total Expenditures & Transfers Out	5,332,697	1,361,795	-
Net Change or Proposed Use of Fund Balance	\$ (107,942)	\$ 8,199,599	\$ -

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2003 TRAFFIC CONGESTION RELIEF	2004 PROP 1B	2005 AIR QUALITY MANAGEMENT
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	200,000
Charges for Services	-	-	-
Use of Money & Property	-	-	7,000
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	207,000
Expenditures:			
Personnel Services	-	-	170,579
Contractual Services	-	-	50,869
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	221,448
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>-</i>	<i>(14,448)</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	207,000
Total Expenditures & Transfers Out	-	-	221,448
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ (14,448)

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2006 SPEC DIST ADMIN	2007 STORM WATER MAINTENANCE	2008 STORM WATER MANAGEMENT
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	414,000	124,000
Charges for Services	852,400	-	612,902
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	852,400	414,000	736,902
Expenditures:			
Personnel Services	463,597	238,992	523,735
Contractual Services	35,800	28,000	440,185
Material & Supplies	7,900	105,156	6,950
Debt Service	-	-	-
Fixed Charges	306,819	78,600	103,500
Fixed Assets	-	-	-
Total Expenditures	814,116	450,748	1,074,370
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>38,284</i>	<i>(36,748)</i>	<i>(337,468)</i>
Transfers:			
Transfers In	-	-	266,995
Transfers Out	-	-	-
Net Transfers	-	-	266,995
Total Revenues & Transfers In	852,400	414,000	1,003,897
Total Expenditures & Transfers Out	814,116	450,748	1,074,370
Net Change or Proposed Use of Fund Balance	\$ 38,284	\$ (36,748)	\$ (70,473)

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2010	2011	2012
	CFD #4M	PUB/EDUC/GOVT ACCESS PROG FD	STRATEGY PLAN GRANT/SCE
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	30,000
Charges for Services	41,000	-	-
Use of Money & Property	74	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	550,000	-
Total Revenues	41,074	550,000	30,000
Expenditures:			
Personnel Services	-	522,070	27,915
Contractual Services	28,500	50,100	1,500
Material & Supplies	-	63,400	-
Debt Service	-	-	-
Fixed Charges	6,800	210,000	-
Fixed Assets	-	-	-
Total Expenditures	35,300	845,570	29,415
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>5,774</i>	<i>(295,570)</i>	<i>585</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	41,074	550,000	30,000
Total Expenditures & Transfers Out	35,300	845,570	29,415
Net Change or Proposed Use of Fund Balance	\$ 5,774	\$ (295,570)	\$ 585

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2013 CIVIL PENALTIES	2014 EMERGENCY SERVICES	2016 DISASTER
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	38,000	-
Charges for Services	-	-	-
Use of Money & Property	4,000	4,000	-
Fines & Forfeitures	60,000	-	-
Miscellaneous	-	-	-
Total Revenues	64,000	42,000	-
Expenditures:			
Personnel Services	9,415	-	-
Contractual Services	30,000	-	-
Material & Supplies	-	110,000	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	39,415	110,000	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>24,585</i>	<i>(68,000)</i>	<i>-</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	64,000	42,000	-
Total Expenditures & Transfers Out	39,415	110,000	-
Net Change or Proposed Use of Fund Balance	\$ 24,585	\$ (68,000)	\$ -

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2200 BEVERAGE CONTAINER RECYCLING	2201 CHILD CARE GRANT	2202 ASES PROGRAM GRANT
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	55,000	581,461	4,559,850
Charges for Services	-	25,000	-
Use of Money & Property	-	-	25,000
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	1,519,950
Total Revenues	55,000	606,461	6,104,800
Expenditures:			
Personnel Services	27,000	470,463	76,390
Contractual Services	28,300	31,085	5,984,374
Material & Supplies	-	42,013	20,076
Debt Service	-	-	-
Fixed Charges	-	69,200	-
Fixed Assets	-	-	-
Total Expenditures	55,300	612,761	6,080,840
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(300)</i>	<i>(6,300)</i>	<i>23,960</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	55,000	606,461	6,104,800
Total Expenditures & Transfers Out	55,300	612,761	6,080,840
Net Change or Proposed Use of Fund Balance	\$ (300)	\$ (6,300)	\$ 23,960

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2206 USED OIL BLOCK GRANTS	2207 OIL PAYMENT GRANT	2209 TIRE RUBBERIZED GRANTS
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	56,630	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	56,630	-
Expenditures:			
Personnel Services	-	27,000	-
Contractual Services	-	29,630	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	56,630	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>			
	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	56,630	-
Total Expenditures & Transfers Out	-	56,630	-
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ -

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2410 SLESF GRANTS	2503 EMPG- EMERGENCY MGMT GRANT	2504 EPA GRANT- BOX SPRINGS WATER
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	74,000	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	74,000	-
Expenditures:			
Personnel Services	-	61,506	-
Contractual Services	-	3,000	-
Material & Supplies	-	10,000	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	74,506	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>(506)</i>	<i>-</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	74,000	-
Total Expenditures & Transfers Out	-	74,506	-
Net Change or Proposed Use of Fund Balance	\$ -	\$ (506)	\$ -

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2505 ETA JOB TRAINING GRANT	2506 HOME(FEDERAL)	2507 NEIGHBORHOOD STABILIZATION PROG
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	902,077	3,500,000
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	902,077	3,500,000
Expenditures:			
Personnel Services	-	40,891	70,851
Contractual Services	-	861,186	3,395,600
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	902,077	3,466,451
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>-</i>	<i>33,549</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	902,077	3,500,000
Total Expenditures & Transfers Out	-	902,077	3,466,451
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ 33,549

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2508 HOMELESSNESS PREVENTION PROG	2510 EECBG	2511 FY10 EOC GRANT
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ -

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2512 COMM DEV BLOCK GRANT (CDBG)	2513 CDBG RECOVERY ACT OF 2009	2705 OTS GRANTS PUBLIC SAFETY
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	2,575,197	135,083	81,200
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	2,575,197	135,083	81,200
Expenditures:			
Personnel Services	294,388	-	-
Contractual Services	2,261,173	-	81,200
Material & Supplies	861	-	-
Debt Service	-	-	-
Fixed Charges	18,775	-	-
Fixed Assets	-	-	-
Total Expenditures	2,575,197	-	81,200
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	135,083	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	2,575,197	135,083	81,200
Total Expenditures & Transfers Out	2,575,197	-	81,200
Net Change or Proposed Use of Fund Balance	\$ -	\$ 135,083	\$ -

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2715 JAG GRANTS	2800 SCAG ARTICLE 3 FUND	2803 TARGET GRANT - PD
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	21,000	150,000	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	21,000	150,000	-
Expenditures:			
Personnel Services	77,930	-	-
Contractual Services	5,500	-	-
Material & Supplies	1,175	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	84,605	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(63,605)</i>	<i>150,000</i>	<i>-</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	21,000	150,000	-
Total Expenditures & Transfers Out	84,605	-	-
Net Change or Proposed Use of Fund Balance	\$ (63,605)	\$ 150,000	\$ -

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2901 DIF - ARTERIAL STREETS	2902 DIF - TRAFFIC SIGNALS	2903 DIF - FIRE
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	71,200	17,700	55,000
Use of Money & Property	33,500	9,000	27,200
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	104,700	26,700	82,200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>104,700</i>	<i>26,700</i>	<i>82,200</i>
Transfers:			
Transfers In	727,903	-	-
Transfers Out	1,118,200	720,000	256,400
Net Transfers	(390,297)	(720,000)	(256,400)
Total Revenues & Transfers In	832,603	26,700	82,200
Total Expenditures & Transfers Out	1,118,200	720,000	256,400
Net Change or Proposed Use of Fund Balance	\$ (285,597)	\$ (693,300)	\$ (174,200)

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2904 DIF - POLICE	2905 DIF- PARKLAND FACILITIES	2906 DIF-QUIMBY IN-LIEU PARK FEES
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	65,700	30,000
Use of Money & Property	-	25,000	22,600
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	90,700	52,600
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>90,700</i>	<i>52,600</i>
Transfers:			
Transfers In	-	406,860	1,135
Transfers Out	678,600	70,000	621,300
Net Transfers	(678,600)	336,860	(620,165)
Total Revenues & Transfers In	-	497,560	53,735
Total Expenditures & Transfers Out	678,600	70,000	621,300
Net Change or Proposed Use of Fund Balance	\$ (678,600)	\$ 427,560	\$ (567,565)

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2907 DIF-REC CENTER	2908 DIF- LIBRARY	2909 DIF-CITY HALL
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	51,900	52,100	28,800
Use of Money & Property	-	46,600	25,700
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	51,900	98,700	54,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>51,900</i>	<i>98,700</i>	<i>54,500</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	51,900	98,700	54,500
Total Expenditures & Transfers Out	-	-	-
Net Change or Proposed Use of Fund Balance	\$ 51,900	\$ 98,700	\$ 54,500

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2910 DIF- CORPORATE YARD	2911 DIF- INTERCHANGE IMPROVEMENT	2912 DIF- MAINTENANCE EQUIPMENT
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	16,000	20,600	3,400
Use of Money & Property	500	20,500	800
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	16,500	41,100	4,200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>16,500</i>	<i>41,100</i>	<i>4,200</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	16,500	41,100	4,200
Total Expenditures & Transfers Out	-	-	-
Net Change or Proposed Use of Fund Balance	\$ 16,500	\$ 41,100	\$ 4,200

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2913 DIF-ANIMAL SHELTER	3910 CELEBRATION PARK ENDOWMENT	3911 EQUESTRIAN TRAIL ENDOWMENT
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	6,100	-	-
Use of Money & Property	-	1,000	200
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	6,100	1,000	200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>6,100</i>	<i>1,000</i>	<i>200</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	6,100	1,000	200
Total Expenditures & Transfers Out	-	-	-
Net Change or Proposed Use of Fund Balance	\$ 6,100	\$ 1,000	\$ 200

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	3912 ROCKRIDGE PARK ENDOWMENT	3913 NPDES ENDOWMENT FUND	4011 ASSMT DIST 98-1 DEBT SERVICE
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ 2,700
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	1,800	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	1,800	-	2,700
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	2,600
Fixed Charges	-	-	100
Fixed Assets	-	-	-
Total Expenditures	-	-	2,700
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>1,800</i>	<i>-</i>	<i>-</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	1,800	-	2,700
Total Expenditures & Transfers Out	-	-	2,700
Net Change or Proposed Use of Fund Balance	\$ 1,800	\$ -	\$ -

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	4015 CTRPT 87-4	4016 MV FOUNDATION - DONATIONS	4017 ARTS COMMISSION
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	2,500
Total Revenues	-	-	2,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	8,200
Material & Supplies	-	-	6,400
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	14,600
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>-</i>	<i>(12,100)</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	2,500
Total Expenditures & Transfers Out	-	-	14,600
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ (12,100)

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	4019 CFD#5 STONERIDGE	Grand Total
Revenues:		
Taxes:		
Property Tax	\$ -	\$ 2,700
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	382,000	382,000
State Gasoline Tax	-	5,042,755
Licenses & Permits	-	-
Intergovernmental	-	22,530,453
Charges for Services	-	1,949,802
Use of Money & Property	100	358,074
Fines & Forfeitures	-	60,000
Miscellaneous	-	2,094,450
Total Revenues	382,100	32,420,234
Expenditures:		
Personnel Services	-	7,305,824
Contractual Services	3,300	13,751,751
Material & Supplies	-	1,660,735
Debt Service	328,700	331,300
Fixed Charges	50,000	1,654,131
Fixed Assets	-	-
Total Expenditures	382,000	24,703,741
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	100	7,716,493
Transfers:		
Transfers In	-	1,987,832
Transfers Out	-	3,464,500
Net Transfers	-	(1,476,668)
Total Revenues & Transfers In	382,100	34,408,066
Total Expenditures & Transfers Out	382,000	28,168,241
Net Change or Proposed Use of Fund Balance	\$ 100	\$ 6,239,825

City of Moreno Valley
 2014/15 Proposed Operating Budget
 Revenue Expense Summary
 Special Revenue Funds

	2000 GAS TAX	2001 MEASURE A	2002 PROP 42 REPLACEMENT FUND
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	5,168,574	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	4,811,100	-
Charges for Services	-	-	-
Use of Money & Property	1,000	105,000	-
Fines & Forfeitures	-	-	-
Miscellaneous	21,500	1,000	-
Total Revenues	5,191,074	4,917,100	-
Expenditures:			
Personnel Services	4,000,295	259,774	-
Contractual Services	282,249	137,000	-
Material & Supplies	570,804	206,000	-
Debt Service	-	-	-
Fixed Charges	559,601	250,736	-
Fixed Assets	-	-	-
Total Expenditures	5,412,949	853,510	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	(221,875)	4,063,590	-
Transfers:			
Transfers In	160,000	125,904	-
Transfers Out	-	-	-
Net Transfers	160,000	125,904	-
Total Revenues & Transfers In	5,351,074	5,043,004	-
Total Expenditures & Transfers Out	5,412,949	853,510	-
Net Change or Proposed Use of Fund Balance	\$ (61,875)	\$ 4,189,494	\$ -

City of Moreno Valley
 2014/15 Proposed Operating Budget
 Revenue Expense Summary
 Special Revenue Funds

	2003 TRAFFIC CONGESTION RELIEF	2004 PROP 1B	2005 AIR QUALITY MANAGEMENT
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	200,000
Charges for Services	-	-	-
Use of Money & Property	-	-	7,000
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	207,000
Expenditures:			
Personnel Services	-	-	171,871
Contractual Services	-	-	50,869
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	222,740
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>-</i>	<i>(15,740)</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	207,000
Total Expenditures & Transfers Out	-	-	222,740
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ (15,740)

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2006 SPEC DIST ADMIN	2007 STORM WATER MAINTENANCE	2008 STORM WATER MANAGEMENT
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	414,000	124,000
Charges for Services	865,300	-	624,040
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	865,300	414,000	748,040
Expenditures:			
Personnel Services	472,072	240,514	527,407
Contractual Services	26,400	28,000	479,540
Material & Supplies	8,100	105,156	6,950
Debt Service	-	-	-
Fixed Charges	306,819	78,600	103,500
Fixed Assets	-	-	-
Total Expenditures	813,391	452,270	1,117,397
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	51,909	(38,270)	(369,357)
Transfers:			
Transfers In	-	-	266,995
Transfers Out	-	-	-
Net Transfers	-	-	266,995
Total Revenues & Transfers In	865,300	414,000	1,015,035
Total Expenditures & Transfers Out	813,391	452,270	1,117,397
Net Change or Proposed Use of Fund Balance	\$ 51,909	\$ (38,270)	\$ (102,362)

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2010	2011	2012
	CFD #4M	PUB/EDUC/GOVT ACCESS PROG FD	STRATEGY PLAN GRANT/SCE
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	41,400	-	-
Use of Money & Property	81	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	565,000	-
Total Revenues	41,481	565,000	-
Expenditures:			
Personnel Services	-	524,496	-
Contractual Services	26,500	50,100	-
Material & Supplies	-	6,400	-
Debt Service	-	-	-
Fixed Charges	6,800	210,000	-
Fixed Assets	-	-	-
Total Expenditures	33,300	790,996	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>8,181</i>	<i>(225,996)</i>	<i>-</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	41,481	565,000	-
Total Expenditures & Transfers Out	33,300	790,996	-
Net Change or Proposed Use of Fund Balance	\$ 8,181	\$ (225,996)	\$ -

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2013 CIVIL PENALTIES	2014 EMERGENCY SERVICES	2016 DISASTER
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	38,000	-
Charges for Services	-	-	-
Use of Money & Property	4,000	4,000	-
Fines & Forfeitures	60,000	-	-
Miscellaneous	-	-	-
Total Revenues	64,000	42,000	-
Expenditures:			
Personnel Services	9,811	-	-
Contractual Services	30,000	-	-
Material & Supplies	-	80,000	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	39,811	80,000	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>24,189</i>	<i>(38,000)</i>	<i>-</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	64,000	42,000	-
Total Expenditures & Transfers Out	39,811	80,000	-
Net Change or Proposed Use of Fund Balance	\$ 24,189	\$ (38,000)	\$ -

City of Moreno Valley
 2014/15 Proposed Operating Budget
 Revenue Expense Summary
 Special Revenue Funds

	2200 BEVERAGE CONTAINER RECYCLING	2201 CHILD CARE GRANT	2202 ASES PROGRAM GRANT
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	55,000	581,461	4,559,850
Charges for Services	-	25,000	-
Use of Money & Property	-	-	25,000
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	1,519,950
Total Revenues	55,000	606,461	6,104,800
Expenditures:			
Personnel Services	27,000	474,063	76,984
Contractual Services	28,300	31,085	5,984,374
Material & Supplies	-	42,013	20,076
Debt Service	-	-	-
Fixed Charges	-	69,200	-
Fixed Assets	-	-	-
Total Expenditures	55,300	616,361	6,081,434
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(300)</i>	<i>(9,900)</i>	<i>23,366</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	55,000	606,461	6,104,800
Total Expenditures & Transfers Out	55,300	616,361	6,081,434
Net Change or Proposed Use of Fund Balance	\$ (300)	\$ (9,900)	\$ 23,366

City of Moreno Valley
 2014/15 Proposed Operating Budget
 Revenue Expense Summary
 Special Revenue Funds

	2206 USED OIL BLOCK GRANTS	2207 OIL PAYMENT GRANT	2209 TIRE RUBBERIZED GRANTS
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	56,630	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	56,630	-
Expenditures:			
Personnel Services	-	27,000	-
Contractual Services	-	29,630	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	56,630	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	56,630	-
Total Expenditures & Transfers Out	-	56,630	-
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ -

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2410 SLESF GRANTS	2503 EMPG- EMERGENCY MGMT GRANT	2504 EPA GRANT- BOX SPRINGS WATER
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	74,000	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	74,000	-
Expenditures:			
Personnel Services	-	61,932	-
Contractual Services	-	3,000	-
Material & Supplies	-	10,000	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	74,932	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>(932)</i>	<i>-</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	74,000	-
Total Expenditures & Transfers Out	-	74,932	-
Net Change or Proposed Use of Fund Balance	\$ -	\$ (932)	\$ -

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2505 ETA JOB TRAINING GRANT	2506 HOME(FEDERAL)	2507 NEIGHBORHOOD STABILIZATION PROG
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	567,346	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	567,346	-
Expenditures:			
Personnel Services	-	43,434	-
Contractual Services	-	521,346	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	564,780	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>2,566</i>	<i>-</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	567,346	-
Total Expenditures & Transfers Out	-	564,780	-
Net Change or Proposed Use of Fund Balance	\$ -	\$ 2,566	\$ -

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2508 HOMELESSNESS PREVENTION PROG	2510 EECBG	2511 FY10 EOC GRANT
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ -

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2512 COMM DEV BLOCK GRANT (CDBG)	2513 CDBG RECOVERY ACT OF 2009	2705 OTS GRANTS PUBLIC SAFETY
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	1,843,109	135,083	81,200
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	1,843,109	135,083	81,200
Expenditures:			
Personnel Services	296,205	-	-
Contractual Services	1,492,807	-	81,200
Material & Supplies	600	-	-
Debt Service	-	-	-
Fixed Charges	18,775	-	-
Fixed Assets	-	-	-
Total Expenditures	1,808,387	-	81,200
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>34,722</i>	<i>135,083</i>	<i>-</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	1,843,109	135,083	81,200
Total Expenditures & Transfers Out	1,808,387	-	81,200
Net Change or Proposed Use of Fund Balance	\$ 34,722	\$ 135,083	\$ -

City of Moreno Valley
 2014/15 Proposed Operating Budget
 Revenue Expense Summary
 Special Revenue Funds

	2715 JAG GRANTS	2800 SCAG ARTICLE 3 FUND	2803 TARGET GRANT - PD
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ -

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2901 DIF - ARTERIAL STREETS	2902 DIF - TRAFFIC SIGNALS	2903 DIF - FIRE
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	71,200	17,700	55,000
Use of Money & Property	33,500	9,000	27,200
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	104,700	26,700	82,200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>104,700</i>	<i>26,700</i>	<i>82,200</i>
Transfers:			
Transfers In	727,903	-	-
Transfers Out	1,120,200	720,000	257,200
Net Transfers	(392,297)	(720,000)	(257,200)
Total Revenues & Transfers In	832,603	26,700	82,200
Total Expenditures & Transfers Out	1,120,200	720,000	257,200
Net Change or Proposed Use of Fund Balance	\$ (287,597)	\$ (693,300)	\$ (175,000)

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2904 DIF - POLICE	2905 DIF- PARKLAND FACILITIES	2906 DIF-QUIMBY IN-LIEU PARK FEES
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	65,700	30,000
Use of Money & Property	-	25,000	22,600
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	90,700	52,600
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>90,700</i>	<i>52,600</i>
Transfers:			
Transfers In	-	406,860	1,135
Transfers Out	677,600	70,000	621,300
Net Transfers	(677,600)	336,860	(620,165)
Total Revenues & Transfers In	-	497,560	53,735
Total Expenditures & Transfers Out	677,600	70,000	621,300
Net Change or Proposed Use of Fund Balance	\$ (677,600)	\$ 427,560	\$ (567,565)

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2907 DIF-REC CENTER	2908 DIF- LIBRARY	2909 DIF-CITY HALL
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	51,900	52,100	28,800
Use of Money & Property	-	46,600	25,700
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	51,900	98,700	54,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>51,900</i>	<i>98,700</i>	<i>54,500</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	51,900	98,700	54,500
Total Expenditures & Transfers Out	-	-	-
Net Change or Proposed Use of Fund Balance	\$ 51,900	\$ 98,700	\$ 54,500

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2910 DIF- CORPORATE YARD	2911 DIF- INTERCHANGE IMPROVEMENT	2912 DIF- MAINTENANCE EQUIPMENT
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	16,000	20,600	3,400
Use of Money & Property	500	20,500	800
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	16,500	41,100	4,200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>16,500</i>	<i>41,100</i>	<i>4,200</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	16,500	41,100	4,200
Total Expenditures & Transfers Out	-	-	-
Net Change or Proposed Use of Fund Balance	\$ 16,500	\$ 41,100	\$ 4,200

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	2913 DIF-ANIMAL SHELTER	3910 CELEBRATION PARK ENDOWMENT	3911 EQUESTRIAN TRAIL ENDOWMENT
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	6,100	-	-
Use of Money & Property	-	1,000	200
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	6,100	1,000	200
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>6,100</i>	<i>1,000</i>	<i>200</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	6,100	1,000	200
Total Expenditures & Transfers Out	-	-	-
Net Change or Proposed Use of Fund Balance	\$ 6,100	\$ 1,000	\$ 200

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	3912 ROCKRIDGE PARK ENDOWMENT	3913 NPDES ENDOWMENT FUND	4011 ASSMT DIST 98-1 DEBT SERVICE
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ 2,800
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	1,800	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	1,800	-	2,800
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	2,700
Fixed Charges	-	-	100
Fixed Assets	-	-	-
Total Expenditures	-	-	2,800
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>1,800</i>	<i>-</i>	<i>-</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	1,800	-	2,800
Total Expenditures & Transfers Out	-	-	2,800
Net Change or Proposed Use of Fund Balance	\$ 1,800	\$ -	\$ -

City of Moreno Valley
 2014/15 Proposed Operating Budget
 Revenue Expense Summary
 Special Revenue Funds

	4015 CTRPT 87-4	4016 MV FOUNDATION - DONATIONS	4017 ARTS COMMISSION
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	3,500
Total Revenues	-	-	3,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	8,200
Material & Supplies	-	-	6,400
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	14,600
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>-</i>	<i>(11,100)</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	3,500
Total Expenditures & Transfers Out	-	-	14,600
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ (11,100)

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Special Revenue Funds

	4019 CFD#5 STONERIDGE	Grand Total
Revenues:		
Taxes:		
Property Tax	\$ -	\$ 2,800
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	389,900	389,900
State Gasoline Tax	-	5,168,574
Licenses & Permits	-	-
Intergovernmental	-	13,540,779
Charges for Services	-	1,974,240
Use of Money & Property	100	360,581
Fines & Forfeitures	-	60,000
Miscellaneous	-	2,110,950
Total Revenues	390,000	23,607,824
Expenditures:		
Personnel Services	-	7,212,858
Contractual Services	3,300	9,293,900
Material & Supplies	-	1,062,499
Debt Service	336,600	339,300
Fixed Charges	50,000	1,654,131
Fixed Assets	-	-
Total Expenditures	389,900	19,562,688
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	100	4,045,136
Transfers:		
Transfers In	-	1,688,797
Transfers Out	-	3,466,300
Net Transfers	-	(1,777,503)
Total Revenues & Transfers In	390,000	25,296,621
Total Expenditures & Transfers Out	389,900	23,028,988
Net Change or Proposed Use of Fund Balance	\$ 100	\$ 2,267,633

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
2000 GAS TAX						
45122 Public Works - Sign/Striping	\$ 3,078	\$ 876,271	\$ 960,771	\$ 1,000,140	\$ 1,030,160	\$ 30,020
45130 Crossing Guards	788	565,341	556,460	641,319	644,096	2,777
45220 Infrastructure Projects Eng	289,828	419,114	456,361	486,237	497,461	11,224
45311 Public Works - Street Maint	1,654,873	1,831,069	1,861,775	1,982,581	2,011,971	29,390
45312 Public Works - Concrete Maint	2,835	360,278	403,247	407,129	409,347	2,218
45314 Public Works - Graf Removal	310,666	322,895	377,834	381,594	383,743	2,149
45315 Public Works - Tree Trimming	373,341	437,059	429,367	433,697	436,171	2,474
92000 Non-Dept Gas Tax	-	-	-	-	-	-
2001 MEASURE A						
45122 Public Works - Sign/Striping	655,794	3,061	-	200,000	200,000	-
45230 Measure A	284,912	323,103	448,794	451,795	453,510	1,715
45311 Public Works - Street Maint	314,034	15,199	-	710,000	200,000	(510,000)
92001 Non-Dept Measure A	-	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT						
45140 Air Quality Management	15,049	15,000	18,246	18,246	18,246	-
45141 Street Sweeping Program	-	(34)	-	-	-	-
45340 Public Works-Street Sweeping	188,426	191,793	201,064	203,202	204,494	1,292
2006 SPEC DIST ADMIN						
25701 Special Districts - General	-	-	875,137	814,095	813,358	(737)
25702 Special Districts - M&O On Call	-	-	2,000	21	33	12
45410 Special Districts - General	1,038,845	865,476	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
30150 AMR Emergency Fines	-	27,349	80,000	110,000	80,000	(30,000)
2016 DISASTER						
74202 October 2007 Wild Fires	-	-	-	-	-	-
74203 December 2010 Mudslides	55,796	-	-	-	-	-
92016 Non-Dept Disaster	-	-	390,300	-	-	(390,300)
2200 BEVERAGE CONTAINER RECYCLING						
77311 Beverage Container Recycling	15,053	46,650	24,821	55,300	55,300	-
92200 Non-Dept Beverage Container Recycling	-	-	-	-	-	-
2201 CHILD CARE GRANT						
75011 Child Care Grant	613,235	522,299	851,865	578,761	582,361	3,600
75012 Relocation of Portable Classrm	-	-	-	-	-	-
75111 CACFP Childs Place FY10-11	19,580	-	20,000	-	-	(20,000)
75112 CACFP Childs Place	-	33,119	-	34,000	34,000	-
92201 Non-Dept Child Care Grant	-	-	-	-	-	-
2202 ASES PROGRAM GRANT						
75211 CACFP At Risk - FY10-11	416,930	-	-	-	-	-
75212 CACFP At Risk	-	433,332	100,000	-	-	(100,000)
75307 ASES Program Grant - FY 06-07	-	-	-	-	-	-
75308 ASES Program Grant - FY 07-08	-	-	-	-	-	-
75309 ASES Program Grant - FY 08-09	-	-	-	-	-	-
75310 ASES Program Grant - FY 09-10	-	-	-	-	-	-
75311 ASES Program Grant - FY 10-11	5,656,025	-	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	Increase (Decrease) over/(under) 2012/13 Projected	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget		Proposed Budget	
75312 ASES Program Grant	(9)	5,756,020	6,075,017	6,080,840	5,823	6,081,434	594
92202 Non-Dept Stars Program Grant	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS	723	24,353	25,148	-	(25,148)	-	-
77401 UBG15 Used Oil Recyclg Fd09/10	-	-	-	-	-	-	-
77404 UBG9 Used Oil Recyclg FD 03/04	-	-	-	-	-	-	-
77405 UBG10 Used Oil Recyclg FD04/05	-	-	-	-	-	-	-
77406 UBG11 Used Oil Recyclg FD05/06	-	-	-	-	-	-	-
77407 UBG12 Used Oil Recyclg FD06/07	-	-	-	-	-	-	-
77408 UBG13 Used Oil Recyclg FD07/08	-	-	4,473	-	(4,473)	-	-
77409 UBG14 Used Oil Recyclg FD08/09	27,794	-	-	-	-	-	-
92206 Non-Dept Used Oil Block Grants	-	-	-	-	-	-	-
2207 OIL PAYMENT GRANT	-	-	-	-	-	-	-
77410 OPP 1A - FY 2009/10	-	-	7,674	-	(7,674)	-	-
77411 OPP 1 - FY 2010/11	-	56,861	52,635	-	(52,635)	-	-
77412 OPP 2 - FY 2011/12 & FY 2012/13	-	3,222	-	-	-	-	-
77413 OPP2 Grant	-	-	-	56,630	56,630	56,630	-
2209 TIRE RUBBERIZED GRANTS	-	-	-	-	-	-	-
77351 TRI16-06-1 Targeted Rubberized	-	93,526	-	-	-	-	-
77352 Rubberized Pavement Grant	-	-	-	-	-	-	-
2410 SLESF GRANTS	188,741	301,305	315,970	-	(315,970)	-	-
76012 SLESF Grant	-	-	-	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	Increase (Decrease) over/(under) 2012/13 Projected	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Proposed Budget	Proposed
2503 EMPG-EMERGENCY MGMT GRANT							
74101 EMPG- Emergency Mgmt Prep	69,451	103,800	75,259	74,506	(753)	74,932	426
2504 EPA GRANT-BOX SPRINGS WATER							
72503 EPA Grant - Box Springs Water	-	-	-	-	-	-	-
92504 Non-Dept EPA Grant-Box Springs Water	-	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT							
72506 ETA Job Training Grant Program	13,553	-	-	-	-	-	-
2506 HOME(FEDERAL)							
72651 Community Housing Dev Org	-	-	-	-	-	-	-
72652 Multi-Family Projects	-	-	-	-	-	-	-
72653 Multi-Family Perris Isle Senior	-	-	-	-	-	-	-
72654 Multi-Family Housing Development	-	-	-	-	-	-	-
72655 Habitat for Humanity - Graham	65,956	-	-	-	-	-	-
72656 Hemlock Family Apartments	-	304	1,200,000	-	(1,200,000)	-	-
72657 Home Administration	49,740	133,263	449,073	902,077	453,004	564,780	(337,297)
2507 NEIGHBORHOOD STABILIZATION PROG							
72701 NSP 1	2,991,605	1,212,990	4,194,892	1,694,016	(2,500,876)	-	(1,694,016)
72703 NSP 3	-	19,126	3,675,849	1,772,435	(1,903,414)	-	(1,772,435)
2508 HOMELESSNESS PREVENTION PROG							
72704 Multi-Family Housing Development	229,466	81,926	-	-	-	-	-
2510 EECBG							
73501 City Hall HVAC	170,019	572,206	50,000	-	(50,000)	-	-
73502 City Hall Solar Film	41,352	223	-	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	Increase (Decrease) over/(under) 2012/13 Projected	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget		Proposed Budget	
73503 City Hall Interior Lights	51,031	-	-	-	-	-	-
73504 City Hall Prkg Lot Lights	-	-	-	-	-	-	-
73505 Sr Ctr Int & Ext Lights	11,167	-	-	-	-	-	-
73506 Fire Station #6 Lights	10,226	-	-	-	-	-	-
73507 Fire Station #48 Lights	4,171	-	-	-	-	-	-
73508 Fire Station #65 Lights	4,414	-	-	-	-	-	-
73509 Library Int & Ext Lights	32,321	-	-	-	-	-	-
73510 LED Street Sign Lights	104,418	161,909	198,600	-	(198,600)	-	-
73511 Independence Program	-	-	-	-	-	-	-
73512 Strategy Task Force	133,772	138,308	189,972	-	(189,972)	-	-
73513 ArcLogistics Software	65,259	976	-	-	-	-	-
73514 Shadow Mountain Lights	16,813	-	-	-	-	-	-
73515 EECG Grant Administration	7,436	4,986	6,821	-	(6,821)	-	-
73516 Bike Rack Project	-	-	-	-	-	-	-
2511 FY10 EOC GRANT							
74011 EOC Grant	21,401	88,584	400,000	-	(400,000)	-	-
2512 COMM DEV BLOCK GRANT (CDBG)							
72600 CDBG 1999-00 & Prior	-	-	-	-	-	-	-
72602 CDBG 2001-02	30,000	30,000	30,000	-	(30,000)	-	-
72606 CDBG 2005-06	-	-	-	-	-	-	-
72607 CDBG 2006-07	-	-	-	-	-	-	-
72608 CDBG 2007-08	-	-	-	-	-	-	-
72609 CDBG 2008-09	-	-	-	-	-	-	-
72610 CDBG 2009-10	-	-	-	-	-	-	-
72611 CDBG 2010-11	1,245,318	1,066,635	2,357,033	2,575,197	218,164	1,808,387	(766,810)
92512 Non-Dept Comm Dev Block Grant (CDBG)	-	-	-	-	-	-	-
2513 CDBG RECOVERY ACT OF 2009							
72501 CDBG Recovery Act of 2009	224,133	30,700	-	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
92513 Non-Dept CDBG Recovery Act Of 2009	107,841	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY						
76018 Pedestrian Safety/Public Ed	-	-	-	-	-	-
76109 Office of Traffic Safety	(593)	-	-	-	-	-
76110 DUI Enforce & Awareness	62,037	-	51,200	51,200	51,200	-
AL1029						
76111 DUI Enforce & Awareness	142,066	60,912	-	-	-	-
AL1142						
76112 DUI Enf & Awareness Grant	-	131,430	59,000	-	-	(59,000)
76208 Avoid the 30 AL0842	2,829	-	30,000	30,000	30,000	-
76211 Avoid the 30 AL1104	24,674	1,167	-	-	-	-
76212 Avoid the 30 Program	-	8,553	9,500	-	-	(9,500)
76213 Avoid the 30 Grant #AL1387	-	-	18,000	-	-	(18,000)
76308 Click It or Ticket CT08272	-	-	-	-	-	-
76309 Click It or Ticket CT09272	-	-	-	-	-	-
76310 Click It or Ticket CT10272	5,019	-	-	-	-	-
76408 Sobriety Checkpoint	-	-	-	-	-	-
SC08272						
76409 Sobriety Checkpoint	-	-	-	-	-	-
SC09272						
76410 Sobriety Checkpoint	-	-	-	-	-	-
SC10272	83,219	-	-	-	-	-
76411 Sobriety Mini Checkpoint	-	-	-	-	-	-
SC12272						
76412 Sobriety Checkpoint	-	32,464	26,000	-	-	(26,000)
SC13272						
76601 STEP Grant #PT1303	-	-	153,000	-	-	(153,000)
92705 Non-Dept OTS Grants	-	-	90,000	-	-	(90,000)
Public Safety	-	-	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	Increase (Decrease) over/(under) 2012/13 Projected	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget		Proposed Budget	
2715 JAG GRANTS							
72105 Code JAG 2005 DX-BX-0942	-	-	-	-	-	-	-
72109 Code JAG 2009 DJ-BX-1178	40,274	39,502	1,731	-	(1,731)	-	-
72110 Code JAG 2010 DJ-BX-1238	42,699	68,961	2,032	-	(2,032)	-	-
72111 Code JAG 2011 Grant	-	11,154	82,530	21,378	(61,152)	-	(21,378)
72112 Code JAG 2012 DJ-BX-0695	-	-	-	63,227	63,227	-	(63,227)
72703 NSP 3	-	-	-	-	-	-	-
76505 JAG 2004-05	-	-	-	-	-	-	-
76507 JAG 2006-07	-	-	-	-	-	-	-
76508 JAG 2007-08 DJ-BX-0146	10,850	-	-	-	-	-	-
76509 JAG 2008-09 SB-59-2366	39,408	26,263	128,900	-	(128,900)	-	-
76510 JAG 2009-10 DD-BX-0445	91,997	150,488	435,000	-	(435,000)	-	-
2800 SCAG ARTICLE 3 FUND							
92800 Non-Dept SCAG Article 3 Fund	-	-	-	-	-	-	-
2803 TARGET GRANT - PD							
76017 Target Grant - PD	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS							
92901 Non-Dept DIF - Arterial Streets	1,413,675	5,474,700	1,679,700	1,118,200	(561,500)	1,120,200	2,000
2902 DIF - TRAFFIC SIGNALS							
92902 Non-Dept DIF - Traffic Signals	-	1,530,000	780,000	720,000	(60,000)	720,000	-
2903 DIF - FIRE							
92903 Non-Dept DIF - Fire	254,008	254,000	254,000	256,400	2,400	257,200	800
2904 DIF - POLICE							
92904 Non-Dept DIF - Police	676,810	676,800	676,800	678,600	1,800	677,600	(1,000)
2905 DIF-PARKLAND FACILITIES							

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected
92905 Non-Dept DIF - Parkland Facilities	-	325,833	70,000	70,000	70,000	-
2906 DIF-QUIMBY IN-LIEU PARK FEES						
92906 Non-Dept DIF - Quimby In-Lieu Park Fees	-	51,775	621,300	621,300	621,300	-
2907 DIF-REC CENTER						
92907 Non-Dept DIF - Rec Center	-	-	-	-	-	-
2908 DIF-LIBRARY						
92908 Non-Dept DIF - Library	-	4,000,000	-	-	-	-
2909 DIF-CITY HALL						
92909 Non-Dept DIF - City Hall	-	-	400,000	-	-	(400,000)
2910 DIF-CORPORATE YARD						
92910 Non-Dept DIF - Corporate Yard	-	2,500,000	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT						
92911 Non-Dept DIF - Interchange Improvement	1,740,000	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT						
92912 Non-Dept DIF - Maintenance Equipment	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER						
92913 Non-Dept DIF - Animal Shelter	-	-	-	-	-	-
3911 EQUESTRIAN TRAIL ENDOWMENT						
35020 Equestrian Trail Endowment	289	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE						
25802 AD No 98-1	-	-	2,750	2,700	2,800	(50)
45475 Assessment District 98-1	3,508	0	-	-	-	-
94011 Non-Dept Assmt Dist 98-1 Debt Service	-	-	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 SPECIAL REVENUE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2012/13 Projected	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget		
4015 CTRPT 87-4							
25801 AD No 87-4	-	-	-	-	-	-	-
45476 Centerpointe 87-4	-	-	-	-	-	-	-
94015 Non-Dept Ctrpt 87-4	-	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS							
16311 MV Foundation	-	-	-	-	-	-	-
16312 Mayors Cup 2007	-	-	-	-	-	-	-
16313 Mayors Cup 2008	-	-	-	-	-	-	-
16314 Comedy Night	-	-	-	-	-	-	-
4017 ARTS COMMISSION							
35030 Arts Commission	504	-	1,000	14,600	14,600	13,600	-
4019 CFD#5 STONERIDGE							
25805 CFD No 5	-	-	382,000	382,000	389,900	-	7,900
45477 CFD #5 Stoneridge	376,063	384,309	-	-	-	-	-
	\$ 24,633,817	\$ 35,082,860	\$ 36,182,252	\$ 28,168,241	\$ 23,028,988	\$ (8,014,011)	\$ (5,139,253)

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3000 FACILITY CONSTRUCTION	3001 CAPITAL IMPROVEMENTS	3002 PW GENERAL CAPITAL PROJECTS
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ -

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3003 TUMF CAPITAL PROJECTS	3005 FIRE SERVICES CAPITAL	3006 PARKS & RECREATION CAPITAL PROJ
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	5,300,000	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	5,300,000	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>5,300,000</i>	<i>-</i>	<i>-</i>
Transfers:			
Transfers In	-	-	691,300
Transfers Out	-	-	407,995
Net Transfers	-	-	283,305
Total Revenues & Transfers In	5,300,000	-	691,300
Total Expenditures & Transfers Out	-	-	407,995
Net Change or Proposed Use of Fund Balance	\$ 5,300,000	\$ -	\$ 283,305

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3007 PARK ACQUISITION & DEVELOPMENT	3301 DIF ARTERIAL STREETS CAPITAL PRO	3302 DIF TRAFFIC SIGNAL CAPITAL PROJ
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	895,000
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	500	500
Total Revenues	-	500	895,500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	500	895,500
Transfers:			
Transfers In	-	-	720,000
Transfers Out	-	727,903	-
Net Transfers	-	(727,903)	720,000
Total Revenues & Transfers In	-	500	1,615,500
Total Expenditures & Transfers Out	-	727,903	-
Net Change or Proposed Use of Fund Balance	\$ -	\$ (727,403)	\$ 1,615,500

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3311 DIF INTERCHANGE IMPROV CAP PROJ	3401 2005 LEASE REV BONDS-CAP ADMIN	3405 TOWNGATE IMPR SPCL TAX CAP ADMIN
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	3,600
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	30,200
Fixed Assets	-	-	-
Total Expenditures	-	-	33,800
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	-	(33,800)
Transfers:			
Transfers In	-	-	33,800
Transfers Out	-	-	-
Net Transfers	-	-	33,800
Total Revenues & Transfers In	-	-	33,800
Total Expenditures & Transfers Out	-	-	33,800
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ -

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3406 TWNGTE TAX REF ADM	2007 SPC CAP	3407 AUTOMALL CAP-ADMIN	3451 WARNER RANCH ASDST	Grand Total
Revenues:					
Taxes:					
Property Tax	\$	-	\$	-	\$
Property Tax in-lieu		-		-	-
Utility Users Tax		-		-	-
Sales Tax		-		-	-
Other Taxes		-		-	-
State Gasoline Tax		-		-	-
Licenses & Permits		-		-	-
Intergovernmental		-		-	6,195,000
Charges for Services		-		-	-
Use of Money & Property		-		-	-
Fines & Forfeitures		-		-	-
Miscellaneous		-		-	1,000
Total Revenues		-		-	6,196,000
Expenditures:					
Personnel Services		-		-	-
Contractual Services		3,300	4,100	-	11,000
Material & Supplies		-		-	-
Debt Service		-		-	-
Fixed Charges		151,300	59,800	-	241,300
Fixed Assets		-		-	-
Total Expenditures		154,600	63,900	-	252,300
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>		(154,600)	(63,900)	-	5,943,700
Transfers:					
Transfers In		154,600	63,900	-	1,663,600
Transfers Out		-	-	-	1,135,898
Net Transfers		154,600	63,900	-	527,702
Total Revenues & Transfers In		154,600	63,900	-	7,859,600
Total Expenditures & Transfers Out		154,600	63,900	-	1,388,198
Net Change or Proposed Use of Fund Balance	\$	-	\$	-	\$
		6,471,402			6,471,402

City of Moreno Valley
 2014/15 Proposed Operating Budget
 Revenue Expense Summary
 Capital Project Funds

	3000 FACILITY CONSTRUCTION	3001 CAPITAL IMPROVEMENTS	3002 PW GENERAL CAPITAL PROJECTS
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	-	-
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	-	-	-
Total Expenditures & Transfers Out	-	-	-
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ -

City of Moreno Valley
 2014/15 Proposed Operating Budget
 Revenue Expense Summary
 Capital Project Funds

	3003 TUMF CAPITAL PROJECTS	3005 FIRE SERVICES CAPITAL	3006 PARKS & RECREATION CAPITAL PROJ
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	-	-
Transfers:			
Transfers In	-	-	691,300
Transfers Out	-	-	407,995
Net Transfers	-	-	283,305
Total Revenues & Transfers In	-	-	691,300
Total Expenditures & Transfers Out	-	-	407,995
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ 283,305

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3007 PARK ACQUISITION & DEVELOPMENT	3301 DIF ARTERIAL STREETS CAPITAL PRO	3302 DIF TRAFFIC SIGNAL CAPITAL PROJ
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	500	500
Total Revenues	-	500	500
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	-	-	-
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	-	500	500
Transfers:			
Transfers In	-	-	720,000
Transfers Out	-	727,903	-
Net Transfers	-	(727,903)	720,000
Total Revenues & Transfers In	-	500	720,500
Total Expenditures & Transfers Out	-	727,903	-
Net Change or Proposed Use of Fund Balance	\$ -	\$ (727,403)	\$ 720,500

City of Moreno Valley
 2014/15 Proposed Operating Budget
 Revenue Expense Summary
 Capital Project Funds

	3311 DIF INTERCHANGE IMPROV CAP PROJ	3401 2005 LEASE REV BONDS-CAP ADMIN	3405 TOWNGATE IMPR SPCL TAX CAP ADMIN
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	3,600
Material & Supplies	-	-	-
Debt Service	-	-	-
Fixed Charges	-	-	30,900
Fixed Assets	-	-	-
Total Expenditures	-	-	34,500
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>-</i>	<i>(34,500)</i>
Transfers:			
Transfers In	-	-	34,500
Transfers Out	-	-	-
Net Transfers	-	-	34,500
Total Revenues & Transfers In	-	-	34,500
Total Expenditures & Transfers Out	-	-	34,500
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ -

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Capital Project Funds

	3406 2007 TWNNGTE SPC TAX REF CAP ADM	3407 AUTOMALL CAP-ADMIN	3451 WARNER RANCH ASDST	Grand Total
Revenues:				
Taxes:				
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	-	-	-
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	-
Fines & Forfeitures	-	-	-	-
Miscellaneous	-	-	-	1,000
Total Revenues	-	-	-	1,000
Expenditures:				
Personnel Services	-	-	-	-
Contractual Services	3,300	4,100	-	11,000
Material & Supplies	-	-	-	-
Debt Service	-	-	-	-
Fixed Charges	154,400	59,800	-	245,100
Fixed Assets	-	-	-	-
Total Expenditures	157,700	63,900	-	256,100
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(157,700)</i>	<i>(63,900)</i>	<i>-</i>	<i>(255,100)</i>
Transfers:				
Transfers In	157,700	63,900	-	1,667,400
Transfers Out	-	-	-	1,135,898
Net Transfers	157,700	63,900	-	531,502
Total Revenues & Transfers In	157,700	63,900	-	1,668,400
Total Expenditures & Transfers Out	157,700	63,900	-	1,391,998
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ -	\$ 276,402

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 CAPITAL PROJECTS FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	Increase (Decrease) over/(under) 2012/13 Projected	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget		Proposed Budget	
93406 Non-Dept 2007 Twngte Spc Tax Ref Cap Adm	140,905	147,314	148,600	154,600	6,000	157,700	3,100
3407 AUTOMALL CAP-ADMIN 93407 Non-Dept Automall Cap- Admin	138,508	63,867	63,800	63,900	100	63,900	-
3451 WARNER RANCH ASDST 93451 Non-Dept Warner Ranch Asdst	2,769	-	800	-	(800)	-	-
	\$ 330,785	\$ 2,738,621	\$ 1,381,698	\$ 1,388,198	\$ 6,500	\$ 1,391,998	\$ 3,800

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Enterprise Fund

	6010 ELECTRIC	6011 ELECTRIC - PUBLIC PURPOSE	6020 2007 TAXABLE LEASE REVENUE BONDS
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	18,915,548	-	-
Use of Money & Property	80,500	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	123,488	-	-
Total Revenues	19,119,536	-	-
Expenditures:			
Personnel Services	749,184	-	-
Contractual Services	377,740	-	3,500
Material & Supplies	171,700	-	-
Debt Service	43,520	-	1,831,644
Fixed Charges	1,519,494	-	-
Fixed Assets	13,451,429	-	-
Total Expenditures	16,313,067	-	1,835,144
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>2,806,469</i>	<i>-</i>	<i>(1,835,144)</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	19,119,536	-	-
Total Expenditures & Transfers Out	16,313,067	-	1,835,144
Net Change or Proposed Use of Fund Balance	\$ 2,806,469	\$ -	\$ (1,835,144)

City of Moreno Valley
 2013/14 Proposed Operating Budget
 Revenue Expense Summary
 Enterprise Fund

	6030 2005 LEASE REVENUE BONDS	Grand Total
Revenues:		
Taxes:		
Property Tax	\$ -	\$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	18,915,548
Use of Money & Property	-	80,500
Fines & Forfeitures	-	-
Miscellaneous	-	123,488
Total Revenues	-	19,119,536
 Expenditures:		
Personnel Services	-	749,184
Contractual Services	-	381,240
Material & Supplies	-	171,700
Debt Service	322,763	2,197,927
Fixed Charges	-	1,519,494
Fixed Assets	-	13,451,429
Total Expenditures	322,763	18,470,974
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(322,763)</i>	<i>648,562</i>
 Transfers:		
Transfers In	-	-
Transfers Out	-	-
Net Transfers	-	-
Total Revenues & Transfers In	-	19,119,536
Total Expenditures & Transfers Out	322,763	18,470,974
Net Change or Proposed Use of Fund Balance	\$ (322,763)	\$ 648,562

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Enterprise Fund

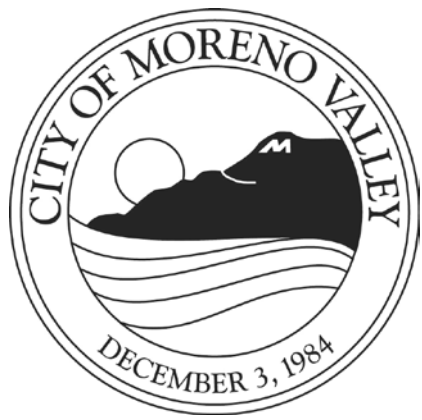
	6010 ELECTRIC	6011 ELECTRIC - PUBLIC PURPOSE	6020 2007 TAXABLE LEASE REVENUE BONDS
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	19,285,102	-	-
Use of Money & Property	80,500	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	125,878	-	-
Total Revenues	19,491,480	-	-
Expenditures:			
Personnel Services	784,095	-	-
Contractual Services	380,525	-	3,500
Material & Supplies	151,700	-	-
Debt Service	43,520	-	1,827,495
Fixed Charges	1,519,494	-	-
Fixed Assets	13,829,635	-	-
Total Expenditures	16,708,969	-	1,830,995
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>2,782,511</i>	<i>-</i>	<i>(1,830,995)</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	-	-	-
Net Transfers	-	-	-
Total Revenues & Transfers In	19,491,480	-	-
Total Expenditures & Transfers Out	16,708,969	-	1,830,995
Net Change or Proposed Use of Fund Balance	\$ 2,782,511	\$ -	\$ (1,830,995)

City of Moreno Valley
 2014/15 Proposed Operating Budget
 Revenue Expense Summary
 Enterprise Fund

	6030 2005 LEASE REVENUE BONDS	Grand Total
Revenues:		
Taxes:		
Property Tax	\$ -	\$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	19,285,102
Use of Money & Property	-	80,500
Fines & Forfeitures	-	-
Miscellaneous	-	125,878
Total Revenues	-	19,491,480
 Expenditures:		
Personnel Services	-	784,095
Contractual Services	-	384,025
Material & Supplies	-	151,700
Debt Service	322,263	2,193,278
Fixed Charges	-	1,519,494
Fixed Assets	-	13,829,635
Total Expenditures	322,263	18,862,227
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(322,263)</i>	<i>629,253</i>
 Transfers:		
Transfers In	-	-
Transfers Out	-	-
Net Transfers	-	-
Total Revenues & Transfers In	-	19,491,480
Total Expenditures & Transfers Out	322,263	18,862,227
Net Change or Proposed Use of Fund Balance	\$ (322,263)	\$ 629,253

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 ENTERPRISE FUND PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
6010 ELECTRIC						
45510 Electric Utility - General	\$ 12,312,859	\$ 14,775,305	\$ 15,268,462	\$ 15,591,767	\$ 15,862,669	\$ 270,902
45511 Public Purpose Program	482,152	329,070	690,000	721,300	846,300	125,000
96010 Non-Dept Electric	-	-	-	-	-	-
6011 ELECTRIC - PUBLIC PURPOSE PRGMS						
45511 Public Purpose Program	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS						
45520 2007 Taxable Lease Rev	1,433,876	1,410,668	1,834,883	1,835,144	1,830,995	(4,149)
96020 Non-Dept 2007 Taxable Lease Revenue Bonds	-	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS						
45530 2005 Lease Revenue Bonds	217,740	212,658	318,338	322,763	322,263	(500)
96030 Non-Dept 2005 Lease Revenue Bonds	-	-	-	-	-	-
	\$ 14,446,627	\$ 16,727,701	\$ 18,111,683	\$ 18,470,974	\$ 18,862,227	\$ 391,253



City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7010 GENERAL LIABILITY INSURANCE	7110 WORKERS' COMPENSATION	7210 TECHNOLOGY SERVICES
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	793,152	-	3,989,300
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	785,600	633,000
Total Revenues	793,152	785,600	4,622,300
Expenditures:			
Personnel Services	198,191	57,516	1,935,700
Contractual Services	207,500	55,100	1,243,686
Material & Supplies	950,700	378,969	827,490
Debt Service	-	-	-
Fixed Charges	12,500	3,100	876,150
Fixed Assets	59,000	204,000	533,200
Total Expenditures	1,427,891	698,685	5,416,226
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(634,739)</i>	<i>86,915</i>	<i>(793,926)</i>
Transfers:			
Transfers In	-	-	-
Transfers Out	43,950	4,500	-
Net Transfers	(43,950)	(4,500)	-
Total Revenues & Transfers In	793,152	785,600	4,622,300
Total Expenditures & Transfers Out	1,471,841	703,185	5,416,226
Net Change or Proposed Use of Fund Balance	\$ (678,689)	\$ 82,415	\$ (793,926)

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7310 FACILITIES MAINTENANCE	7410 EQUIPMENT MAINTENANCE	7510 EQUIPT REPLACEMENT RESERVE
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	4,343,850	794,334	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	137,736	3,800	2,284,402
Total Revenues	4,481,586	798,134	2,284,402
Expenditures:			
Personnel Services	827,372	234,079	-
Contractual Services	2,111,720	26,800	-
Material & Supplies	394,650	431,984	-
Debt Service	-	-	-
Fixed Charges	660,205	96,100	120,000
Fixed Assets	-	-	-
Total Expenditures	3,993,947	788,963	120,000
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	487,639	9,171	2,164,402
Transfers:			
Transfers In	-	-	-
Transfers Out	816,063	-	1,378,600
Net Transfers	(816,063)	-	(1,378,600)
Total Revenues & Transfers In	4,481,586	798,134	2,284,402
Total Expenditures & Transfers Out	4,810,010	788,963	1,498,600
Net Change or Proposed Use of Fund Balance	\$ (328,424)	\$ 9,171	\$ 785,802

City of Moreno Valley
 2013/14 Proposed Operating Budget
 Revenue Expense Summary
 Internal Service Funds

	7911 GRAPHICS SUPPORT	Grand Total
Revenues:		
Taxes:		
Property Tax	\$ -	\$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	9,920,636
Use of Money & Property	-	-
Fines & Forfeitures	-	-
Miscellaneous	-	3,844,538
Total Revenues	-	13,765,174
 Expenditures:		
Personnel Services	-	3,252,858
Contractual Services	-	3,644,806
Material & Supplies	-	2,983,793
Debt Service	-	-
Fixed Charges	-	1,768,055
Fixed Assets	-	796,200
Total Expenditures	-	12,445,712
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>1,319,462</i>
Transfers:		
Transfers In	-	-
Transfers Out	-	2,243,113
Net Transfers	-	(2,243,113)
Total Revenues & Transfers In	-	13,765,174
Total Expenditures & Transfers Out	-	14,688,825
Net Change or Proposed Use of Fund Balance	\$ -	\$ (923,651)

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7010 GENERAL LIABILITY INSURANCE	7110 WORKERS' COMPENSATION	7210 TECHNOLOGY SERVICES
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	793,152	-	3,989,300
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	785,600	293,000
Total Revenues	793,152	785,600	4,282,300
Expenditures:			
Personnel Services	198,877	57,945	1,945,522
Contractual Services	207,500	55,100	1,263,847
Material & Supplies	950,700	378,969	738,490
Debt Service	-	-	-
Fixed Charges	12,500	3,100	876,150
Fixed Assets	59,000	204,000	533,200
Total Expenditures	1,428,577	699,114	5,357,209
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	(635,425)	86,486	(1,074,909)
Transfers:			
Transfers In	-	-	-
Transfers Out	43,950	4,500	-
Net Transfers	(43,950)	(4,500)	-
Total Revenues & Transfers In	793,152	785,600	4,282,300
Total Expenditures & Transfers Out	1,472,527	703,614	5,357,209
Net Change or Proposed Use of Fund Balance	\$ (679,375)	\$ 81,986	\$ (1,074,909)

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7310 FACILITIES MAINTENANCE	7410 EQUIPMENT MAINTENANCE	7510 EQUIPT REPLACEMENT RESERVE
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	4,343,850	782,334	-
Use of Money & Property	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	137,736	3,800	2,284,402
Total Revenues	4,481,586	786,134	2,284,402
Expenditures:			
Personnel Services	833,033	235,641	-
Contractual Services	1,977,470	14,800	-
Material & Supplies	164,650	431,984	-
Debt Service	-	-	-
Fixed Charges	660,205	96,100	120,000
Fixed Assets	-	-	-
Total Expenditures	3,635,358	778,525	120,000
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	846,228	7,609	2,164,402
Transfers:			
Transfers In	-	-	-
Transfers Out	816,563	-	166,181
Net Transfers	(816,563)	-	(166,181)
Total Revenues & Transfers In	4,481,586	786,134	2,284,402
Total Expenditures & Transfers Out	4,451,921	778,525	286,181
Net Change or Proposed Use of Fund Balance	\$ 29,665	\$ 7,609	\$ 1,998,221

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Internal Service Funds

	7911 GRAPHICS SUPPORT	Grand Total
Revenues:		
Taxes:		
Property Tax	\$ -	\$ -
Property Tax in-lieu	-	-
Utility Users Tax	-	-
Sales Tax	-	-
Other Taxes	-	-
State Gasoline Tax	-	-
Licenses & Permits	-	-
Intergovernmental	-	-
Charges for Services	-	9,908,636
Use of Money & Property	-	-
Fines & Forfeitures	-	-
Miscellaneous	-	3,504,538
Total Revenues	-	13,413,174
Expenditures:		
Personnel Services	-	3,271,018
Contractual Services	-	3,518,717
Material & Supplies	-	2,664,793
Debt Service	-	-
Fixed Charges	-	1,768,055
Fixed Assets	-	796,200
Total Expenditures	-	12,018,783
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>-</i>	<i>1,394,391</i>
Transfers:		
Transfers In	-	-
Transfers Out	-	1,031,194
Net Transfers	-	(1,031,194)
Total Revenues & Transfers In	-	13,413,174
Total Expenditures & Transfers Out	-	13,049,977
Net Change or Proposed Use of Fund Balance	\$ -	\$ 363,197

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 INTERNAL SERVICE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	
7010 GENERAL LIABILITY INSURANCE						
14020 General Liability	\$ 897,043	\$ 856,960	\$ 1,410,352	\$ 1,427,891	\$ 1,428,577	\$ 686
97010 Non-Dept General Liability Ins	-	43,950	43,950	43,950	43,950	-
7110 WORKERS' COMPENSATION						
18120 Workers Compensation	330,062	201,199	670,887	671,287	671,516	229
18130 Workers Compensation - Claims	43,266	13,066	27,048	27,398	27,598	200
97110 Non-Dept Workers Compensation	263,000	4,500	4,500	4,500	4,500	-
7210 TECHNOLOGY SERVICES						
25410 Enterprise Applications	1,113,277	1,427,982	1,729,553	1,539,944	1,573,258	33,314
25411 Network Operations	1,107,088	1,187,719	1,491,617	1,596,030	1,512,985	(83,045)
25412 Telecommunications	723,175	767,603	1,052,038	1,080,664	1,067,653	(13,011)
25413 Geographic Information Systems	601,614	454,469	919,180	666,388	670,113	3,725
25450 Enterprise Permitting System	-	-	-	-	-	-
25451 Class Recreation Software Imp	-	-	33,200	33,200	33,200	-
25452 Records Management System	-	20,150	109,000	-	-	-
25453 ERP Replacement Project	-	1,067,258	2,001,093	500,000	500,000	-
25454 Interactive Voice Response Sys	-	-	-	-	-	-
97210 Non-Dept Technology Services	-	(1,258,576)	-	-	-	-
7310 FACILITIES MAINTENANCE						
18140 Sec Grds - moved to FASD - DEL	-	-	988,227	994,737	993,971	(766)
18410 Facilities - General	-	-	725,400	810,055	605,055	(205,000)
18411 City Hall	-	-	121,850	128,715	133,465	4,750
18412 Corporate Yard	-	-	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 INTERNAL SERVICE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	Increase (Decrease) over/(under) 2012/13 Projected	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget		Proposed Budget	
18413 Transportation Trailer	-	-	5,400	5,415	15	5,415	-
18414 Public Safety Building	-	-	352,100	358,615	6,515	358,115	(500)
18415 Library - Facilities Maint	-	-	84,600	158,320	73,720	87,820	(70,500)
18416 Pro Shop	-	-	27,700	43,120	15,420	42,620	(500)
18417 MVTV Studio	-	-	11,600	-	(11,600)	-	-
18418 Animal Shelter	-	-	107,700	126,120	18,420	112,620	(13,500)
18419 Senior Center	-	-	93,800	95,625	1,825	95,625	-
18420 Towngate Community Cntr	-	-	37,900	37,850	(50)	37,850	-
18421 March Field Community Cntr	-	-	33,100	40,310	7,210	39,810	(500)
18422 TS Annex	-	-	94,500	-	(94,500)	-	-
18423 Recreation & Conference Cntr	-	-	262,800	286,040	23,240	265,540	(20,500)
18424 Facilities - Annex	-	-	-	-	-	-	-
18425 ESA Annex	-	-	12,500	-	(12,500)	-	-
18426 Fire Stations	-	-	-	-	-	-	-
18427 Warner Ranch Police Satellite	-	-	-	-	-	-	-
18428 Annex 1	-	-	15,700	132,800	117,100	132,800	-
18429 Fire Station #2 (Hemlock)	-	-	41,100	49,890	8,790	39,390	(10,500)
18430 Fire Station #6 (TownGate)	-	-	42,000	59,050	17,050	42,050	(17,000)
18431 Fire Station #48 (Sunnymead Rnch	-	-	37,000	45,845	8,845	35,345	(10,500)
18432 Fire Station #58 (Eucalyptus)	-	-	40,700	46,190	5,490	46,190	-
18433 Fire Station #65 (JFK)	-	-	35,200	41,640	6,440	31,640	(10,000)
18434 Fire Station #91 (College Park)	-	-	41,800	50,740	8,940	42,740	(8,000)
18435 Utilities Field Office	-	-	4,600	7,740	3,140	7,740	-
18436 Veterans Memorial	-	-	9,000	8,000	(1,000)	8,000	-
18437 Emergency Ops Center	-	-	81,500	59,050	(22,450)	61,050	2,000

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 INTERNAL SERVICE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
18438 In House Copier	-	-	150,000	150,000	150,000	-
18439 Fire Station #99 (Morrison Park)	-	-	-	29,790	30,790	1,000
18440 Security Guards	-	-	218,785	228,290	229,717	1,427
25610 Facilities - General	954,282	914,139	-	-	-	-
25611 City Hall	484,802	504,827	-	-	-	-
25612 Corporate Yard	99,562	106,372	-	-	-	-
25613 Transportation Trailer	5,270	4,906	-	-	-	-
25614 Public Safety Building	309,633	329,051	-	-	-	-
25615 Library	74,746	80,768	-	-	-	-
25616 Pro Shop	20,441	12,025	-	-	-	-
25617 MVTV Studio	8,693	3,618	-	-	-	-
25618 Animal Shelter	76,464	82,778	-	-	-	-
25619 Senior Center	80,896	82,478	-	-	-	-
25620 Towngate Community Cntr	27,395	26,726	-	-	-	-
25621 March Field Community Cntr	26,909	30,112	-	-	-	-
25622 TS Annex	86,586	86,380	-	-	-	-
25623 Recreation & Conference Cntr	215,493	207,746	-	-	-	-
25624 Facilities - Annex	3,240	6,143	-	-	-	-
25625 ESA Annex	12,821	13,894	-	-	-	-
25626 Fire Stations	-	-	-	-	-	-
25627 Warner Ranch Police Satellite	-	-	-	-	-	-
25628 Annex I	20,774	15,736	-	-	-	-
25629 Fire Station #2 (Hemlock)	30,548	35,934	-	-	-	-
25630 Fire Station #6 (TownGate)	32,996	39,954	-	-	-	-
25631 Fire Station #48 (Sunnymead Ra	24,750	20,400	-	-	-	-

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 INTERNAL SERVICE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
25632 Fire Station #58 (Eucalyptus)	35,028	30,641	-	-	-	-
25633 Fire Station #65 (JFK)	35,481	21,864	-	-	-	-
25634 Fire Station #91 (College Park)	40,208	37,466	-	-	-	-
25635 Utilities Field Office	864	948	-	-	-	-
25636 Veterans Memorial	4,861	5,480	-	-	-	-
25637 Emergency Ops Center	35,371	47,596	-	-	-	-
25638 In House Copier	138,910	101,023	-	-	-	-
25639 Fire Station #99 (Morrison Park)	-	-	-	-	-	-
25640 Security Guards	164,142	167,260	-	-	-	-
97310 Non-Dept Facilities	855,025	1,138,511	740,163	816,063	816,563	500
7410 EQUIPMENT MAINTENANCE						
45360 Equipment Maintenance	652,610	829,267	774,229	788,963	778,525	(10,438)
97410 Non-Dept Equipment Maintenance	-	-	-	-	-	-
7510 EQUIPT REPLACEMENT RESERVE						
88110 Non-Dept Vehicles	-	-	-	-	-	-
88190 Non-Dept Other	352,255	296,905	623,579	1,498,600	286,181	(1,212,419)
7911 GRAPHICS SUPPORT						
16250 Graphics Support ISF	-	-	-	-	-	-
	\$ 9,989,582	\$ 10,067,228	\$ 15,306,951	\$ 14,688,825	\$ 13,049,977	\$ (1,638,848)

City of Moreno Valley
 2013/14 Proposed Operating Budget
 Revenue Expense Summary
 Debt Service Funds

	3701 2005 LEASE REV BONDS-DEBT SVC	3705 TOWNGATE IMPR SPCL TAX REF DEBTS	3706 TOWNGATE SPCL TAX REF DEBT SERV
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	115,500	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	100	300
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	115,600	300
Expenditures:			
Personnel Services	-	-	-
Contractual Services	2,100	-	-
Material & Supplies	-	-	-
Debt Service	2,640,800	355,100	1,011,000
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	2,642,900	355,100	1,011,000
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(2,642,900)</i>	<i>(239,500)</i>	<i>(1,010,700)</i>
Transfers:			
Transfers In	2,647,973	277,181	1,182,347
Transfers Out	-	33,800	154,600
Net Transfers	2,647,973	243,381	1,027,747
Total Revenues & Transfers In	2,647,973	392,781	1,182,647
Total Expenditures & Transfers Out	2,642,900	388,900	1,165,600
Net Change or Proposed Use of Fund Balance	\$ 5,073	\$ 3,881	\$ 17,047

City of Moreno Valley
2013/14 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3707 AUTOMALL REFIN-CFD#3 DEBT SERV	3750 CH COP 97 DEBT SERVICE	3751 2011 PRIV PLACE REF 97 LRBS
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	54,400	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	200	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	54,600	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	22,400	-	340,400
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	22,400	-	340,400
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	32,200	-	(340,400)
Transfers:			
Transfers In	109,451	-	340,400
Transfers Out	63,900	-	-
Net Transfers	45,551	-	340,400
Total Revenues & Transfers In	164,051	-	340,400
Total Expenditures & Transfers Out	86,300	-	340,400
Net Change or Proposed Use of Fund Balance	\$ 77,751	\$ -	\$ -

City of Moreno Valley
 2013/14 Proposed Operating Budget
 Revenue Expense Summary
 Debt Service Funds

	3753 2011 PRIV PLMT REF 97 VAR COPS	3754 PUB SAFETY BOND DEBT SERVICE	3756 OPA SALES TAX #2	Grand Total
Revenues:				
Taxes:				
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	-	-	169,900
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	600
Fines & Forfeitures	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	-	-	-	170,500
Expenditures:				
Personnel Services	-	-	-	-
Contractual Services	-	-	-	2,100
Material & Supplies	-	-	-	-
Debt Service	787,000	-	-	5,156,700
Fixed Charges	-	-	-	-
Fixed Assets	-	-	-	-
Total Expenditures	787,000	-	-	5,158,800
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(787,000)</i>	<i>-</i>	<i>-</i>	<i>(4,988,300)</i>
Transfers:				
Transfers In	787,000	-	-	5,344,352
Transfers Out	-	-	-	252,300
Net Transfers	787,000	-	-	5,092,052
Total Revenues & Transfers In	787,000	-	-	5,514,852
Total Expenditures & Transfers Out	787,000	-	-	5,411,100
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ -	\$ 103,752

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

	3701 2005 LEASE REV BONDS-DEBT SVC	3705 TOWNGATE IMPR SPCL TAX REF DEBTS	3706 TOWNGATE SPCL TAX REF DEBT SERV
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	-	115,800	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	-	100	300
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	-	115,900	300
Expenditures:			
Personnel Services	-	-	-
Contractual Services	4,200	-	-
Material & Supplies	-	-	-
Debt Service	2,646,200	355,700	1,013,200
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	2,650,400	355,700	1,013,200
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(2,650,400)</i>	<i>(239,800)</i>	<i>(1,012,900)</i>
Transfers:			
Transfers In	2,730,000	280,000	1,190,000
Transfers Out	-	34,500	157,700
Net Transfers	2,730,000	245,500	1,032,300
Total Revenues & Transfers In	2,730,000	395,900	1,190,300
Total Expenditures & Transfers Out	2,650,400	390,200	1,170,900
Net Change or Proposed Use of Fund Balance	\$ 79,600	\$ 5,700	\$ 19,400

City of Moreno Valley
2014/15 Proposed Operating Budget
Revenue Expense Summary
Debt Service Funds

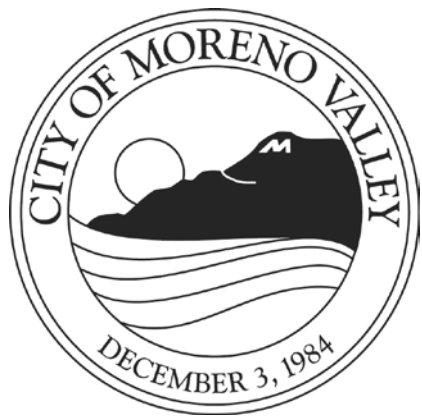
	3707 AUTOMALL REFIN-CFD#3 DEBT SERV	3750 CH COP 97 DEBT SERVICE	3751 2011 PRIV PLACE REF 97 LRBS
Revenues:			
Taxes:			
Property Tax	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-
Utility Users Tax	-	-	-
Sales Tax	-	-	-
Other Taxes	52,700	-	-
State Gasoline Tax	-	-	-
Licenses & Permits	-	-	-
Intergovernmental	-	-	-
Charges for Services	-	-	-
Use of Money & Property	200	-	-
Fines & Forfeitures	-	-	-
Miscellaneous	-	-	-
Total Revenues	52,900	-	-
Expenditures:			
Personnel Services	-	-	-
Contractual Services	-	-	-
Material & Supplies	-	-	-
Debt Service	21,200	-	338,000
Fixed Charges	-	-	-
Fixed Assets	-	-	-
Total Expenditures	21,200	-	338,000
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	31,700	-	(338,000)
Transfers:			
Transfers In	110,000	-	338,000
Transfers Out	63,900	-	-
Net Transfers	46,100	-	338,000
Total Revenues & Transfers In	162,900	-	338,000
Total Expenditures & Transfers Out	85,100	-	338,000
Net Change or Proposed Use of Fund Balance	\$ 77,800	\$ -	\$ -

City of Moreno Valley
 2014/15 Proposed Operating Budget
 Revenue Expense Summary
 Debt Service Funds

	3753 2011 PRIV PLMT REF 97 VAR COPS	3754 PUB SAFETY BOND DEBT SERVICE	3756 OPA SALES TAX #2	Grand Total
Revenues:				
Taxes:				
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax in-lieu	-	-	-	-
Utility Users Tax	-	-	-	-
Sales Tax	-	-	-	-
Other Taxes	-	-	-	168,500
State Gasoline Tax	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Use of Money & Property	-	-	-	600
Fines & Forfeitures	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	-	-	-	169,100
Expenditures:				
Personnel Services	-	-	-	-
Contractual Services	-	-	-	4,200
Material & Supplies	-	-	-	-
Debt Service	787,500	-	-	5,161,800
Fixed Charges	-	-	-	-
Fixed Assets	-	-	-	-
Total Expenditures	787,500	-	-	5,166,000
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<i>(787,500)</i>	<i>-</i>	<i>-</i>	<i>(4,996,900)</i>
Transfers:				
Transfers In	787,500	-	-	5,435,500
Transfers Out	-	-	-	256,100
Net Transfers	787,500	-	-	5,179,400
Total Revenues & Transfers In	787,500	-	-	5,604,600
Total Expenditures & Transfers Out	787,500	-	-	5,422,100
Net Change or Proposed Use of Fund Balance	\$ -	\$ -	\$ -	\$ 182,500

City of Moreno Valley
 2013/14 - 2014/15 Proposed Operating Budget
 DEBT SERVICE FUNDS PROGRAM SUMMARY

	2010/11	2011/12	2012/13	2013/14	2014/15	Increase (Decrease) over/(under) 2013/14 Proposed
	Actual	Actual	Amended Budget	Proposed Budget	Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
3701 2005 LEASE REV BONDS-DEBT SVC						
93701 Non-Dept 2005 Lease Rev						
Bonds-Debt Svc	\$ 2,641,743	\$ 2,646,120	\$ 2,650,800	\$ 2,642,900	\$ 2,650,400	\$ 7,500
3705 TOWNGATE IMPR SPCL TAX REF DEBTS						
93705 Non-Dept Towngate Impr						
Spcl Tax Ref Debts	402,855	389,673	389,700	388,900	390,200	1,300
3706 TOWNGATE SPCL TAX REF DEBT SERV						
93706 Non-Dept Towngate Spcl						
Tax Ref Debt Serv	1,155,349	1,162,894	1,162,900	1,165,600	1,170,900	5,300
3707 AUTOMALL REFIN-CFD#3 DEBT SERV						
93707 Non-Dept Automall Refin-						
CFD#3 Debt Serv	1,424,150	1,062,588	393,500	86,300	85,100	(1,200)
3750 CH COP 97 DEBT SERVICE						
93750 Non-Dept CH COP 97 Debt						
Service	6,021,090	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS						
93751 Non-Dept 2011 Priv Place						
Ref. 97 LRBS	3,272,000	386,032	403,750	340,400	338,000	(2,400)
3753 2011 PRIV PLMT REF 97 VAR COPS						
93753 Non-Dept 2011 Priv Plmt						
Ref 97 Var Cops	4,343,500	787,318	792,320	787,000	787,500	500
3754 PUB SAFETY BOND DEBT SERVICE						
93754 Non-Dept Pub Safety Bond						
Debt Service	4,345,967	-	-	-	-	-
3756 OPA SALES TAX #2						
93756 Non-Dept OPA Sales Tax #2						
	449,473	1	-	-	-	-
	\$ 24,056,126	\$ 6,434,624	\$ 5,792,970	\$ 5,411,100	\$ 5,422,100	\$ 11,000



City of Moreno Valley
 2013/14 - 2014/15
 Proposed Operating Budget
 REVENUE DETAIL BY FUND

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
1010 GENERAL FUND	401000 - Property Tax - Secured	\$ 3,982,791	\$ 4,090,853	\$ 4,347,000	\$ 4,183,600	\$ (163,400)	\$ 4,246,300	\$ 62,700
1010 GENERAL FUND	401010 - Property Tax - Unsecured	196,530	197,547	200,000	225,200	25,200	228,600	3,400
1010 GENERAL FUND	401020 - Property Tax - Prior Years	51,200	49,179	77,000	50,600	(26,400)	51,000	400
1010 GENERAL FUND	401030 - Property Tax - Homeowner Exemp	69,082	68,831	67,000	67,700	700	68,000	300
1010 GENERAL FUND	401050 - Property Tax - Teeter/Del Tax	295,209	193,804	309,000	160,000	(149,000)	160,000	-
1010 GENERAL FUND	401060 - Property Tax in Lieu-VLF	13,055,796	13,170,964	13,300,000	13,640,000	340,000	13,890,000	250,000
1010 GENERAL FUND	401070 - Structural Fire Tax	4,836,034	4,797,159	4,900,000	4,960,000	60,000	5,050,000	90,000
1010 GENERAL FUND	402000 - Sales Tax - General	7,119,620	10,848,031	9,450,000	12,000,000	2,550,000	12,800,000	800,000
1010 GENERAL FUND	402010 - Sales Tax - Note No. 1	544,542	-	600,000	-	(600,000)	-	-
1010 GENERAL FUND	402020 - Sales Tax - Note No. 2	449,473	-	470,000	-	(470,000)	-	-
1010 GENERAL FUND	402030 - Property Tax in Lieu-Sales Tax	3,169,800	3,155,962	3,280,000	3,570,000	290,000	3,620,000	50,000
1010 GENERAL FUND	403000 - Transient Occupancy Tax	692,586	747,100	720,000	820,000	100,000	860,000	40,000
1010 GENERAL FUND	405000 - Business Gross Receipts	1,053,145	1,175,104	1,140,000	1,225,000	85,000	1,250,000	25,000
1010 GENERAL FUND	406000 - Documentary Transfer Tax	424,931	434,554	470,000	480,000	10,000	500,000	20,000
1010 GENERAL FUND	407000 - Utility Users Tax	15,317,439	15,591,386	16,060,000	16,114,000	54,000	16,428,000	314,000
1010 GENERAL FUND	420000 - Animal Licenses	281,038	273,853	272,000	272,000	-	272,000	-
1010 GENERAL FUND	420010 - Business License	354,439	392,505	378,000	400,000	22,000	405,000	5,000
1010 GENERAL FUND	425000 - Building Permits	479,460	572,741	630,000	560,000	(70,000)	560,000	-
1010 GENERAL FUND	425010 - Electrical Permits	78,982	113,875	110,000	120,000	10,000	120,000	-
1010 GENERAL FUND	425020 - Mechanical Permits	47,304	71,902	65,000	80,000	15,000	80,000	-
1010 GENERAL FUND	425030 - Plumbing Permits	30,413	45,303	39,000	39,000	-	39,000	-
1010 GENERAL FUND	425040 - Fire Inspection Permits	3,880	5,796	6,300	7,500	1,200	7,700	200
1010 GENERAL FUND	425050 - Sign Permits	14,963	18,303	9,000	14,000	5,000	14,000	-
1010 GENERAL FUND	425060 - Encroachment Permits	15,498	25,338	20,000	17,000	(3,000)	17,000	-
1010 GENERAL FUND	425070 - Grading Permits	2,092	2,790	2,500	2,500	-	2,500	-
1010 GENERAL FUND	426010 - Film Permits	-	-	-	-	-	-	-
1010 GENERAL FUND	426090 - Other Permits	1,312	1,394	-	2,000	2,000	2,000	-
1010 GENERAL FUND	440000 - Animal Services Violations	37,895	32,598	33,000	33,000	-	33,000	-
1010 GENERAL FUND	440010 - Ani. Control Taxable Sales	4,051	5,532	4,500	4,500	-	4,500	-
1010 GENERAL FUND	440020 - A/C Non-Tax Sales (Adoptions)	36,621	37,843	35,000	35,000	-	35,000	-
1010 GENERAL FUND	440030 - Ani. Control Forfeited Deposit	9,706	8,525	8,000	8,000	-	8,000	-
1010 GENERAL FUND	440040 - Business License Penalty	32,484	32,582	30,000	40,000	10,000	45,000	5,000
1010 GENERAL FUND	440070 - Civil Penalties	-	-	-	500	500	500	-

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1010 GENERAL FUND	440080 - Parking Cntrl Penalts- Handicapp	36,569	19,400	18,000	18,000	-	18,000	-
1010 GENERAL FUND	440090 - Reimbursable Court Costs	300	351	1,000	500	(500)	500	-
1010 GENERAL FUND	440100 - Graffiti Restitution	8,028	6,701	2,000	2,000	-	2,000	-
1010 GENERAL FUND	440200 - Fines & Forfeitures	646,222	503,259	475,000	500,000	25,000	500,000	-
1010 GENERAL FUND	460010 - Interest Income - Investments	1,011,060	1,401,509	2,316,500	2,100,000	(216,500)	2,000,000	(100,000)
1010 GENERAL FUND	460020 - Interest Income - Mall Note	544,542	552,160	600,000	525,000	(75,000)	525,000	-
1010 GENERAL FUND	460040 - Interest Income - CRC Note	298,513	-	317,000	-	(317,000)	-	-
1010 GENERAL FUND	460050 - Interest Inc. - RDA Loan	348,672	-	-	-	-	-	-
1010 GENERAL FUND	460200 - Interest Income - Other	5,003	3,168	10,000	10,000	-	10,000	-
1010 GENERAL FUND	461000 - Principal Repayment	-	44,375	-	-	-	-	-
1010 GENERAL FUND	463070 - Lease Payments - Sub-Agents	8,500	5,500	7,000	6,000	(1,000)	6,000	-
1010 GENERAL FUND	463080 - Cell Tower Rental Income	46,051	46,734	45,800	47,000	1,200	48,600	1,600
1010 GENERAL FUND	464000 - Investment Gains/Losses	1,234,012	861,227	-	-	-	-	-
1010 GENERAL FUND	464010 - Unrealized Gains/Losses	350,545	1,089,807	-	-	-	-	-
1010 GENERAL FUND	480000 - Motor Veh-in-Lieu Fees	887,331	-	-	-	-	-	-
1010 GENERAL FUND	480010 - Motor Veh-in-Lieu Suppl.	-	96,578	-	-	-	-	-
1010 GENERAL FUND	480020 - Off-Road Motor Vehicle Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	480120 - Emergency Svc Agency Fines (Co)	-	38,343	-	-	-	-	-
1010 GENERAL FUND	480130 - Riverside Co. Landfill Tipping	34,781	34,248	35,000	35,000	-	35,000	-
1010 GENERAL FUND	480140 - Abandoned Vehicle Abatement	190,649	171,636	200,000	200,000	-	200,000	-
1010 GENERAL FUND	480150 - Asset Forfeitures	-	42,388	-	-	-	-	-
1010 GENERAL FUND	480170 - SB90 State Mandated Costs	-	-	-	-	-	-	-
1010 GENERAL FUND	481000 - State Reimbursements	-	-	-	-	-	-	-
1010 GENERAL FUND	481010 - AB1662-Booking Fees Reimbmt	-	-	-	-	-	-	-
1010 GENERAL FUND	483000 - Riverside County Reimbursement	-	-	-	-	-	-	-
1010 GENERAL FUND	483010 - Reimbursements - Other Govts	-	-	-	-	-	-	-
1010 GENERAL FUND	485000 - Fed Grant-Operating Revenue	8,035	-	-	-	-	-	-
1010 GENERAL FUND	486000 - State Grant-Operating Revenue	-	15,000	-	30,000	30,000	-	(30,000)
1010 GENERAL FUND	487000 - County Grant-Operating Revenue	-	-	-	-	-	-	-

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1010 GENERAL FUND	489000 - Other Grant-Operating Revenue	-	-	6,000	-	(6,000)	-	-
1010 GENERAL FUND	500010 - Franchise Fees	4,888,143	5,008,507	5,170,000	5,250,000	80,000	5,375,000	125,000
1010 GENERAL FUND	500020 - Franchise In Lieu Fees	150,456	168,267	240,000	190,000	(50,000)	200,000	10,000
1010 GENERAL FUND	500100 - False Alarm Fees	171,744	163,142	155,000	155,400	400	155,800	400
1010 GENERAL FUND	500300 - Police Fees	236,785	213,613	210,000	210,000	-	210,000	-
1010 GENERAL FUND	500310 - Towing/Mail Police Reimb	409,845	494,206	400,000	513,000	113,000	539,000	26,000
1010 GENERAL FUND	500400 - Animal Services Fees	136,162	121,356	120,000	120,000	-	120,000	-
1010 GENERAL FUND	500410 - Animal Services	101,560	64,364	80,000	80,000	-	80,000	-
1010 GENERAL FUND	500500 - First Aid Fees & Materials	20,030	11,689	10,000	4,000	(6,000)	4,000	-
1010 GENERAL FUND	500510 - First Aid Class Materials	1,025	-	-	-	-	-	-
1010 GENERAL FUND	500520 - FEMA Cert Fees	1,440	885	500	500	-	500	-
1010 GENERAL FUND	500600 - Reimbursement Agreement	107,554	99,331	-	106,000	106,000	106,000	-
1010 GENERAL FUND	500700 - Developer Reimbursement	-	-	-	-	-	-	-
1010 GENERAL FUND	500900 - Admin Citation Fees	388,295	391,072	240,000	298,000	58,000	298,000	-
1010 GENERAL FUND	501000 - Graffiti Abatement Fees	1,200	1,200	1,000	-	(1,000)	-	-
1010 GENERAL FUND	501010 - Real Estate Dem & Lien Rel Fees	-	-	-	50,000	50,000	50,000	-
1010 GENERAL FUND	501020 - Parking Control Fees	1,093,020	1,154,646	1,200,000	1,200,000	-	1,200,000	-
1010 GENERAL FUND	501030 - Nuisance Abatement Fees	113,074	150,762	45,000	78,000	33,000	120,000	42,000
1010 GENERAL FUND	501040 - Rotational Tow	3,851	21,959	11,000	15,000	4,000	15,000	-
1010 GENERAL FUND	501110 - Red Light Photo Enf Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	501200 - Third Party Collections	-	13,695	30,000	34,000	4,000	34,000	-
1010 GENERAL FUND	509000 - Other Fees	1,791	1,648	1,500	1,600	100	1,600	-
1010 GENERAL FUND	520000 - Special Inspection Fees	220,207	204,939	158,000	191,000	33,000	191,000	-
1010 GENERAL FUND	520010 - Fire Inspection Fees	200,268	262,685	187,000	359,900	172,900	366,500	6,600
1010 GENERAL FUND	520012 - Fire Inspection Fees - T&M	-	23,145	-	-	-	-	-
1010 GENERAL FUND	520015 - Fire Inspection Fees - Cert of Occupancy	-	-	-	-	-	-	-
1010 GENERAL FUND	520040 - Apt Complex Inspection Fees	-	27,458	3,560	333,311	329,751	342,590	9,279
1010 GENERAL FUND	520050 - Transp Inspection Fees	206,252	11,976	8,100	10,000	1,900	10,000	-
1010 GENERAL FUND	520060 - Utility Inspection Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	520070 - Traffic Signal Inspection Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	523010 - Insp Fees - Engineering	279,030	419,686	350,000	380,000	30,000	400,000	20,000
1010 GENERAL FUND	525000 - Planning Fees	526,288	798,666	660,000	1,000,000	340,000	1,000,000	-
1010 GENERAL FUND	525010 - Home Occupation Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	525020 - Admin Fees - SB1473	152	457	400	400	-	400	-

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1010 GENERAL FUND	525022 - Admin Fees - SB1186	-	-	-	4,000	4,000	4,000	-
1010 GENERAL FUND	540000 - Bldg. & Safety Plan Check F	152,230	448,230	440,000	440,000	-	440,000	-
1010 GENERAL FUND	540020 - Mechanical Plan Check Fees	-	-	-	-	-	-	-
1010 GENERAL FUND	540030 - Fire Plan Check Fees	135,741	144,481	30,000	184,000	154,000	187,600	3,600
1010 GENERAL FUND	540032 - Fire Plan Check Fees - T&M	-	27,194	-	-	-	-	-
1010 GENERAL FUND	540040 - Engineering Plan Check Fees	473,580	825,378	620,000	520,000	(100,000)	520,000	-
1010 GENERAL FUND	540050 - Transportation Plan Check Fees	29,789	80,655	27,600	20,000	(7,600)	20,000	-
1010 GENERAL FUND	580010 - Claims, Judgments, Settltmt	503,240	6,938	5,000	5,000	-	5,000	-
1010 GENERAL FUND	580020 - Solid Waste Delinquencies	2,300	2,300	-	-	-	-	-
1010 GENERAL FUND	580030 - Car Pool Charges	1,148	963	1,000	1,000	-	1,000	-
1010 GENERAL FUND	580040 - Fixed Asset Sales/Gains	1,618	-	-	-	-	-	-
1010 GENERAL FUND	580050 - CalCard Rebates	18,317	19,103	7,000	16,000	9,000	16,000	-
1010 GENERAL FUND	580060 - Legal Cost Recovery	24,750	(884)	5,000	5,000	-	5,000	-
1010 GENERAL FUND	580070 - Pepsi Revenue	-	-	-	-	-	-	-
1010 GENERAL FUND	580080 - Rebates-Energy Efficiency	55,719	-	-	-	-	-	-
1010 GENERAL FUND	580160 - Comms Eqpt-Placement in ROW	-	-	43,200	-	(43,200)	-	-
1010 GENERAL FUND	580170 - Comm Eqpt-Slight/Util Pole Att	-	-	20,000	-	(20,000)	-	-
1010 GENERAL FUND	580180 - Const/Inspection Fee-for-Svcs	-	-	40,000	-	(40,000)	-	-
1010 GENERAL FUND	580200 - Donations	45,031	384	4,400	4,400	-	4,400	-
1010 GENERAL FUND	583000 - Deptl Program Income - CDBG	28,241	-	-	-	-	-	-
1010 GENERAL FUND	585010 - In-House Copier Charges	15,949	122	-	-	-	-	-
1010 GENERAL FUND	585020 - Administrative Charges	2,269,688	2,349,590	2,270,000	2,521,284	251,284	2,521,284	-
1010 GENERAL FUND	585050 - Fixed Asset Trade-In Allowance	-	-	-	-	-	-	-
1010 GENERAL FUND	585060 - Reimbursements-Interfund	20,042	-	-	-	-	-	-
1010 GENERAL FUND	589040 - Endowment Contribution	-	-	-	-	-	-	-
1010 GENERAL FUND	589900 - Other Misc. Revenue	111,459	111,720	27,950	20,000	(7,950)	20,000	-
1010 GENERAL FUND	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
1010 GENERAL FUND	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	802000 - Transfers in - from GAS TAX FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	802008 - Transfers in - from STORM WATER MANAGEMENT	-	-	-	-	-	-	-

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1010 GENERAL FUND	802011 - Transfers in - from PUB/EDUC/GOVT ACCESS PROG FD	-	-	-	-	-	-	-
1010 GENERAL FUND	802016 - Transfers in - from THE DISASTER FUND	-	-	390,300	-	(390,300)	-	-
1010 GENERAL FUND	802201 - Transfers in - from CHILD CARE GRANT FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	802202 - Transfers in - from STARS PROGRAM GRANT FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	802206 - Transfers in - from USED OIL BLOCK GRANTS (UBG)	-	-	-	-	-	-	-
1010 GENERAL FUND	802501 - Transfers in - from OTS GRANTS - NON PUBLIC SAFETY	-	-	-	-	-	-	-
1010 GENERAL FUND	802512 - Transfers in - from COMM DEV BLK GRANTS (CDBG)	-	-	-	-	-	-	-
1010 GENERAL FUND	802700 - Transfers in - from LLEBG GRANTS	-	-	-	-	-	-	-
1010 GENERAL FUND	802705 - Transfers in - from OTS GRANTS - PUBLIC SAFETY	-	-	-	-	-	-	-
1010 GENERAL FUND	802901 - Transfers in - from DIF - ARTERIAL STREETS	-	-	-	-	-	-	-
1010 GENERAL FUND	802902 - Transfers in - from DIF - TRAFFIC SIGNALS	-	-	-	-	-	-	-
1010 GENERAL FUND	802903 - Transfers in - from DIF - FIRE	-	-	-	-	-	-	-
1010 GENERAL FUND	802904 - Transfers in - from DIF - POLICE	-	-	-	-	-	-	-
1010 GENERAL FUND	802905 - Transfers in - from DIF - PARKLAND FACILITIES	-	-	-	-	-	-	-
1010 GENERAL FUND	802906 - Transfers in - from DIF - QUIMBY IN-LIEU PARK FEES	-	-	-	-	-	-	-
1010 GENERAL FUND	802907 - Transfers in - from DIF - CRC (REC CTR)	-	-	-	-	-	-	-
1010 GENERAL FUND	802908 - Transfers in - from DIF - LIBRARY	-	-	-	-	-	-	-
1010 GENERAL FUND	802909 - Transfers in - from DIF - CITY HALL	-	-	-	-	-	-	-
1010 GENERAL FUND	802910 - Transfers in - from DIF - CORPORATE YARD	-	-	-	-	-	-	-
1010 GENERAL FUND	802911 - Transfers in - from DIF - INTERCHG IMPROV	-	-	-	-	-	-	-
1010 GENERAL FUND	802912 - Transfers in - from DIF - MAINT EQUIP	-	-	-	-	-	-	-

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1010 GENERAL FUND	802913 - Transfers in - from DIF - ANIMAL SHELTER	-	-	-	-	-	-	-
1010 GENERAL FUND	803000 - Transfers in - from FACILITY CONST FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	803005 - Transfers in - from FIRE SERVICES CAP FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	803754 - Transfers in - from PUB SAFTY BOND DEBT SERV FUND	438,751	-	-	-	-	-	-
1010 GENERAL FUND	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	805012 - Transfers in - from ZONE "B" ST LGHT FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	805013 - Transfers in - from ZONE "E" EXT LDSC FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	805111 - Transfers in - from ZONE "D" STD LDSC FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	806010 - Transfers in - from ELECTRIC FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	806020 - Transfers in - from 2007 TAXABLE LEASE REV BONDS	-	-	-	-	-	-	-
1010 GENERAL FUND	807010 - Transfers in - from GENERAL LIABILITY INS FUND	-	43,950	43,950	43,950	-	43,950	-
1010 GENERAL FUND	807110 - Transfers in - from WORKERS COMPENSATION FUND	263,000	4,500	4,500	4,500	-	4,500	-
1010 GENERAL FUND	807210 - Transfers in - from TECH SVCS FUND (ADMIN/OPER)	-	-	-	-	-	-	-
1010 GENERAL FUND	807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	-	354,046	29,063	29,063	-	29,063	-
1010 GENERAL FUND	807410 - Transfers in - from EQUIPMENT MAINTENANCE FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	71,300	137,160	120,579	837,025	716,446	40,277	(796,748)
1010 GENERAL FUND	807911 - Transfers in - from GRAPHIC SUPPORT FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	808010 - Transfers in - from RDA ADMIN FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	808210 - Transfers in - from RDA HOUSING FUND	-	-	-	-	-	-	-
1010 GENERAL FUND	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-

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1010 GENERAL FUND Total		72,267,193	75,478,924	74,476,202	77,839,933	3,363,731	78,823,664	983,731
2000 GAS TAX	408000 - State Gas Tax 2107	1,304,176	1,275,391	1,304,733	1,337,286	32,553	1,370,718	33,432
2000 GAS TAX	408010 - State Gas Tax 2107.5	10,000	10,000	10,000	10,000	-	10,000	-
2000 GAS TAX	408020 - State Gas Tax 2106	597,281	551,563	585,086	599,713	14,627	614,706	14,993
2000 GAS TAX	408030 - State Gas Tax 2105	976,337	888,766	883,480	905,567	22,087	928,206	22,639
2000 GAS TAX	408040 - State Gas Tax 2103	-	2,627,148	2,136,770	2,190,189	53,419	2,244,944	54,755
2000 GAS TAX	460010 - Interest Income - Investments	(2,922)	863	(2,400)	1,000	3,400	1,000	-
2000 GAS TAX	464010 - Unrealized Gains/Losses	257	(1,665)	-	-	-	-	-
2000 GAS TAX	500700 - Developer Reimbursement	-	-	-	-	-	-	-
2000 GAS TAX	580010 - Claims, Judgments, Settlement	45,379	18,505	2,000	20,000	18,000	20,500	500
2000 GAS TAX	580150 - Pij Mgmt & Inspection Fid CD	-	-	-	-	-	-	-
2000 GAS TAX	585060 - Reimbursements-Interfund	-	-	-	-	-	-	-
2000 GAS TAX	589900 - Other Misc. Revenue	206	25,408	25,000	1,000	(24,000)	1,000	-
2000 GAS TAX	800001 - Transfers in - from OTHER FUNDS	226,000	160,000	-	-	-	-	-
2000 GAS TAX	801010 - Transfers in - from GENERAL FUND	-	-	160,000	160,000	-	160,000	-
2000 GAS TAX	802000 - Transfers in - from GAS TAX FUND	-	-	-	-	-	-	-
2000 GAS TAX	802200 - Transfers in - from BEVERAGE CONTAINER RECYCL G FD	-	-	-	-	-	-	-
2000 GAS TAX	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
2000 GAS TAX Total		3,156,714	5,555,980	5,104,669	5,224,755	120,086	5,351,074	126,319
2001 MEASURE A	460010 - Interest Income - Investments	232,566	144,372	225,000	102,500	(122,500)	105,000	2,500
2001 MEASURE A	460200 - Interest Income - Other	-	-	-	-	-	-	-
2001 MEASURE A	464000 - Investment Gains/Losses	-	-	-	-	-	-	-
2001 MEASURE A	464010 - Unrealized Gains/Losses	(39,254)	46,996	-	-	-	-	-
2001 MEASURE A	480180 - RCTC - Sales Tax	2,591,821	2,621,026	2,325,000	2,735,000	410,000	2,817,000	82,000
2001 MEASURE A	482000 - Federal Reimbursements	(1)	-	3,900,000	-	(3,900,000)	-	-
2001 MEASURE A	482020 - Fed Reimb-Capital	925,350	6,510,805	2,000,000	4,436,250	2,436,250	1,994,100	(2,442,150)
2001 MEASURE A	483010 - Reimbursements - Other Govts	-	-	-	-	-	-	-

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2001 MEASURE A	485000 - Fed Grant-Operating Revenue	-	-	-	-	-	-	-
2001 MEASURE A	486000 - State Grant-Operating Revenue	-	-	300,000	-	(300,000)	-	-
2001 MEASURE A	486010 - State Grant-Capital Revenue	158,947	237,196	696,250	1,861,705	1,165,455	-	(1,861,705)
2001 MEASURE A	487000 - County Grant-Operating Revenue	62,760	-	-	-	-	-	-
2001 MEASURE A	500600 - Reimbursement Agreement	29,171	-	-	-	-	-	-
2001 MEASURE A	500700 - Developer Reimbursement	-	-	-	-	-	-	-
2001 MEASURE A	580010 - Claims, Judgements, Settlement	-	-	-	-	-	-	-
2001 MEASURE A	585020 - Administrative Charges	-	-	-	-	-	-	-
2001 MEASURE A	589900 - Other Misc. Revenue	9,721	18,096	1,000	1,000	-	1,000	-
2001 MEASURE A	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2001 MEASURE A	802800 - Transfers in - from SCAG ARTICLE 3 FUND	-	-	-	-	-	-	-
2001 MEASURE A	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	424,939	424,939	125,904	(299,035)
2001 MEASURE A Total		3,971,081	9,578,490	9,447,250	9,561,394	114,144	5,043,004	(4,518,390)
2002 PROP 42 REPLACEMENT FUND	408040 - State Gas Tax 2103	1,806,198	-	-	-	-	-	-
2002 PROP 42 REPLACEMENT FUND	589900 - Other Misc. Revenue	-	195	-	-	-	-	-
2002 PROP 42 REPLACEMENT FUND Total		1,806,198	195	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	460010 - Interest Income - Investments	29,499	(1,775)	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	464010 - Unrealized Gains/Losses	1,976	(10,553)	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF	486010 - State Grant-Capital Revenue	-	-	-	-	-	-	-
2003 TRAFFIC CONGESTION RELIEF Total		31,474	(12,328)	-	-	-	-	-
2004 PROP 1B	480160 - Prop 1B	-	-	-	-	-	-	-

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2004 PROP 1B	589900 - Other Misc. Revenue	598	381	-	-	-	-	-
2004 PROP 1B Total		598	381	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT	460010 - Interest Income - Investments	10,560	5,321	7,000	7,000	-	7,000	-
2005 AIR QUALITY MANAGEMENT	464010 - Unrealized Gains/Losses	(1,224)	823	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT	486100 - Air Quality Incentives	205,318	244,830	200,000	200,000	-	200,000	-
2005 AIR QUALITY MANAGEMENT	589900 - Other Misc. Revenue	-	375	-	-	-	-	-
2005 AIR QUALITY MANAGEMENT Total		214,655	251,349	207,000	207,000	-	207,000	-
2006 SPEC DIST ADMIN	460010 - Interest Income - Investments	3,287	(185)	600	-	(600)	-	-
2006 SPEC DIST ADMIN	463050 - Rental Revenue - ENCO	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN	464010 - Unrealized Gains/Losses	(6,589)	(1,725)	-	-	-	-	-
2006 SPEC DIST ADMIN	509000 - Other Fees	11,057	17,950	4,300	17,000	12,700	17,000	-
2006 SPEC DIST ADMIN	523050 - Insp Fees - Landscape	-	-	-	3,700	3,700	27,100	23,400
2006 SPEC DIST ADMIN	540060 - Landscape Plan Check Fees	-	-	-	14,700	14,700	400	(14,300)
2006 SPEC DIST ADMIN	580010 - Claims, Judgements, Settlement	-	(12,571)	-	-	-	-	-
2006 SPEC DIST ADMIN	585020 - Administrative Charges	870,961	774,437	878,598	817,000	(61,598)	820,800	3,800
2006 SPEC DIST ADMIN	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN	803708 - Transfers in - from CFD#5 STONERIDGE DEBT SVC FND	-	-	-	-	-	-	-
2006 SPEC DIST ADMIN Total		878,715	777,906	883,498	852,400	(31,098)	865,300	12,900
2007 STORM WATER MAINTENANCE	486100 - Air Quality Incentives	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE	487000 - County Grant-Operating Revenue	150,821	260,151	421,400	414,000	(7,400)	414,000	-
2007 STORM WATER MAINTENANCE	487010 - County Grant-Capital Revenue	239,418	-	-	-	-	-	-

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2007 STORM WATER MAINTENANCE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
2007 STORM WATER MAINTENANCE Total		390,239	260,151	421,400	414,000	(7,400)	414,000	-
2008 STORM WATER MANAGEMENT	402040 - Special Tax Proceeds	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	487000 - County Grant-Operating Revenue	84,405	111,944	124,000	124,000	-	124,000	-
2008 STORM WATER MANAGEMENT	487010 - County Grant-Capital Revenue	116,806	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	500800 - Parcel Fees	42,973	36,639	26,400	27,981	1,581	28,261	280
2008 STORM WATER MANAGEMENT	501060 - Utility Rates	382,332	387,862	394,300	417,445	23,145	424,959	7,514
2008 STORM WATER MANAGEMENT	509000 - Other Fees	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	523020 - Insp Fees - Construction Site	16,904	9,868	10,100	3,344	(6,756)	6,688	3,344
2008 STORM WATER MANAGEMENT	523030 - Insp Fees - WQP/Bioswales	75	-	12,000	12,300	300	12,300	-
2008 STORM WATER MANAGEMENT	523040 - Insp Fees - Business	5,030	2,600	108,774	116,232	7,458	116,232	-
2008 STORM WATER MANAGEMENT	540040 - Engineering Plan Check Fees	40,289	44,332	24,600	24,600	-	24,600	-
2008 STORM WATER MANAGEMENT	540080 - Plan Chk Fees - WQP/Bioswale	29,228	22,563	8,500	8,500	-	8,500	-
2008 STORM WATER MANAGEMENT	585020 - Administrative Charges	2,500	2,500	2,500	2,500	-	2,500	-
2008 STORM WATER MANAGEMENT	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2008 STORM WATER MANAGEMENT	801010 - Transfers in - from GENERAL FUND	188,600	210,200	279,700	266,995	(12,705)	266,995	-
2008 STORM WATER MANAGEMENT	805013 - Transfers in - from ZONE "E" EXT LDSC FUND	-	-	-	-	-	-	-

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2008 STORM WATER MANAGEMENT Total		909,142	828,508	990,874	1,003,897	13,023	1,015,035	11,138
2009 H.E.A.L	580200 - Donations	-	-	-	-	-	-	-
2009 H.E.A.L Total		-	-	-	-	-	-	-
2010 CFD #4M	460010 - Interest Income - Investments	1,310	1,157	1,000	74	(926)	81	7
2010 CFD #4M	464010 - Unrealized Gains/Losses	(271)	478	-	-	-	-	-
2010 CFD #4M	500800 - Parcel Fees	33,904	33,520	41,700	41,000	(700)	41,400	400
2010 CFD #4M Total		34,943	35,155	42,700	41,074	(1,626)	41,481	407
2011 PUB/EDUC/GOVT ACCESS PROG FD	580000 - Public Ed/Govt Access Revenue	496,998	528,362	430,000	550,000	120,000	565,000	15,000
2011 PUB/EDUC/GOVT ACCESS PROG FD	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD	801010 - Transfers in - from GENERAL FUND	300,000	-	-	-	-	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	17,000	-	300,000	-	(300,000)	-	-
2011 PUB/EDUC/GOVT ACCESS PROG FD Total		813,998	528,362	730,000	550,000	(180,000)	565,000	15,000
2012 STRATEGY PLAN GRANT/SCE	489000 - Other Grant-Operating Revenue	8,638	212,806	-	30,000	30,000	-	(30,000)
2012 STRATEGY PLAN GRANT/SCE Total		8,638	212,806	-	30,000	30,000	-	(30,000)
2013 CIVIL PENALTIES	440070 - Civil Penalties	59,786	50,745	-	60,000	60,000	60,000	-
2013 CIVIL PENALTIES	460010 - Interest Income - Investments	6,325	5,352	-	4,000	4,000	4,000	-
2013 CIVIL PENALTIES	464010 - Unrealized Gains/Losses	1,574	2,584	-	-	-	-	-
2013 CIVIL PENALTIES Total		67,685	58,682	-	64,000	64,000	64,000	-
2014 EMERGENCY SERVICES	460010 - Interest Income - Investments	4,063	4,299	-	4,000	4,000	4,000	-

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2014 EMERGENCY SERVICES	464010 - Unrealized Gains/Losses	890	2,498	-	-	-	-	-
2014 EMERGENCY SERVICES	480120 - Emergency Svc Agency Fines (Co)	51,536	-	-	38,000	38,000	38,000	-
2014 EMERGENCY SERVICES Total		56,489	6,797	-	42,000	42,000	42,000	-
2016 DISASTER	460010 - Interest Income - Investments	7,767	-	-	-	-	-	-
2016 DISASTER	464010 - Unrealized Gains/Losses	2,902	-	-	-	-	-	-
2016 DISASTER	485000 - Fed Grant-Operating Revenue	61,586	33,366	-	-	-	-	-
2016 DISASTER	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2016 DISASTER Total		72,255	33,366	-	-	-	-	-
2200 BEVERAGE CONTAINER RECYCLING	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2200 BEVERAGE CONTAINER RECYCLING	486200 - Waste Managmt. Recycling	15,053	46,650	22,820	55,000	32,180	55,000	-
2200 BEVERAGE CONTAINER RECYCLING Total		15,053	46,650	22,820	55,000	32,180	55,000	-
2201 CHILD CARE GRANT	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	485000 - Fed Grant-Operating Revenue	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	485100 - Food Program Revenue	-	-	40,000	-	(40,000)	-	-
2201 CHILD CARE GRANT	485110 - Food Program Rev FY09-10	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	485111 - Food Program Rev FY10-11	36,106	-	-	-	-	-	-
2201 CHILD CARE GRANT	485112 - Food Program Rev FY11-12	-	32,821	-	34,000	34,000	34,000	-
2201 CHILD CARE GRANT	486000 - State Grant-Operating Revenue	569,721	501,508	747,338	547,461	(199,877)	547,461	-
2201 CHILD CARE GRANT	501070 - Grant Program Fees	22,802	21,086	25,000	25,000	-	25,000	-
2201 CHILD CARE GRANT	580200 - Donations	-	-	-	-	-	-	-
2201 CHILD CARE GRANT	589900 - Other Misc. Revenue	-	258	-	-	-	-	-
2201 CHILD CARE GRANT	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	-	-	-	-	-
2201 CHILD CARE GRANT Total		628,629	555,673	812,338	606,461	(205,877)	606,461	-

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2202 ASES PROGRAM GRANT	460010 - Interest Income - Investments	9,144	22,511	25,000	25,000	-	25,000	-
2202 ASES PROGRAM GRANT	464010 - Unrealized Gains/Losses	(3,506)	18,445	-	-	-	-	-
2202 ASES PROGRAM GRANT	485100 - Food Program Revenue	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	485110 - Food Program Rev FY09-10	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	485111 - Food Program Rev FY10-11	415,865	-	412,000	-	(412,000)	-	-
2202 ASES PROGRAM GRANT	485112 - Food Program Rev FY11-12	-	433,332	-	-	-	-	-
2202 ASES PROGRAM GRANT	486000 - State Grant-Operating Revenue	4,329,450	3,867,218	4,329,450	4,559,850	230,400	4,559,850	-
2202 ASES PROGRAM GRANT	582007 - Contributions - In Kind	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	582008 - Contributions - In Kind	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	582009 - Contributions - In Kind	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	582010 - Contributions - In Kind	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	582011 - Contributions - In Kind	1,205,847	-	1,443,150	-	(1,443,150)	-	-
2202 ASES PROGRAM GRANT	582012 - Contributions - In Kind	-	1,432,303	-	1,519,950	1,519,950	1,519,950	-
2202 ASES PROGRAM GRANT	583000 - Deptl Program Income - CDBG	-	-	-	-	-	-	-
2202 ASES PROGRAM GRANT	589900 - Other Misc. Revenue	4,767	14,187	3,000	-	(3,000)	-	-
2202 ASES PROGRAM GRANT Total		5,961,567	5,787,996	6,212,600	6,104,800	(107,800)	6,104,800	-
2206 USED OIL BLOCK GRANTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS	486200 - Waste Managmt. Recycling	54,191	24,353	25,148	-	(25,148)	-	-
2206 USED OIL BLOCK GRANTS	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2206 USED OIL BLOCK GRANTS Total		54,191	24,353	25,148	-	(25,148)	-	-
2207 OIL PAYMENT GRANT	486210 - Waste Mgmt Recycling - OPP1	-	-	52,264	-	(52,264)	-	-
2207 OIL PAYMENT GRANT	486220 - Waste Mgmt Recycling - OPP1A	-	-	7,674	-	(7,674)	-	-
2207 OIL PAYMENT GRANT	486222 - Waste Mgmt Recycling - OPP2	-	60,083	-	56,630	56,630	56,630	-

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2207 OIL PAYMENT GRANT								
Total		-	60,083	59,938	56,630	(3,308)	56,630	-
2209 TIRE RUBBERIZED GRANTS	486000 - State Grant-Operating Revenue	-	-	56,000	-	(56,000)	-	-
2209 TIRE RUBBERIZED GRANTS	486010 - State Grant-Capital Revenue	120,000	-	-	-	-	-	-
2209 TIRE RUBBERIZED GRANTS Total		120,000	-	56,000	-	(56,000)	-	-
2410 SLESF GRANTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2410 SLESF GRANTS	460200 - Interest Income - Other	430	-	-	-	-	-	-
2410 SLESF GRANTS	464010 - Unrealized Gains/Losses	(4,230)	855	-	-	-	-	-
2410 SLESF GRANTS	486000 - State Grant-Operating Revenue	188,311	301,997	315,970	-	(315,970)	-	-
2410 SLESF GRANTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2410 SLESF GRANTS	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2410 SLESF GRANTS Total		188,311	301,997	315,970	-	(315,970)	-	-
2410 SLESF GRANTS Total		184,511	302,852	315,970	-	(315,970)	-	-
2503 EMPG-EMERGENCY MGMT GRANT	483000 - Riverside County Reimbursement	-	2,917	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT	487000 - County Grant-Operating Revenue	-	402	64,000	74,000	10,000	74,000	-
2503 EMPG-EMERGENCY MGMT GRANT	487010 - County Grant-Capital Revenue	69,451	100,481	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2503 EMPG-EMERGENCY MGMT GRANT Total		69,451	103,800	64,000	74,000	10,000	74,000	-
2504 EPA GRANT-BOX SPRINGS WATER	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	464010 - Unrealized Gains/Losses	567	(918)	-	-	-	-	-

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2504 EPA GRANT-BOX SPRINGS WATER	485200 - EPA Grant - Box Springs Water	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
2504 EPA GRANT-BOX SPRINGS WATER Total		567	(918)	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT	485000 - Fed Grant-Operating Revenue	20,180	-	-	-	-	-	-
2505 ETA JOB TRAINING GRANT Total		20,180	-	-	-	-	-	-
2506 HOME(FEDERAL) STABILIZATION PROG	460050 - Interest Inc. - RDA Loan	-	-	-	-	-	-	-
2506 HOME(FEDERAL) STABILIZATION PROG	460060 - Interest Income - HILP	3,467	-	-	-	-	-	-
2506 HOME(FEDERAL) STABILIZATION PROG	460090 - Interest Inc. - Rental Rehab	23,075	-	-	-	-	-	-
2506 HOME(FEDERAL) STABILIZATION PROG	461060 - Princ. Repayment - HILP	14,990	-	-	-	-	-	-
2506 HOME(FEDERAL) STABILIZATION PROG	461070 - Princ. Repayment- HAP	-	-	-	-	-	-	-
2506 HOME(FEDERAL) STABILIZATION PROG	461090 - Princ. Repayment- Rental Rehab	9,406	11,287	-	-	-	-	-
2506 HOME(FEDERAL) STABILIZATION PROG	485000 - Fed Grant-Operating Revenue	45,601	129,783	413,435	902,077	488,642	567,346	(334,731)
2506 HOME(FEDERAL) STABILIZATION PROG	488000 - Local Grant-Operating Revenue	-	37,818	-	-	-	-	-
2506 HOME(FEDERAL) Total		96,539	178,888	413,435	902,077	488,642	567,346	(334,731)
2507 NEIGHBORHOOD STABILIZATION PROG	485000 - Fed Grant-Operating Revenue	1,568,714	407,909	1,614,600	1,800,000	185,400	-	(1,800,000)
2507 NEIGHBORHOOD STABILIZATION PROG	485210 - NSP Program Income	1,753,853	1,373,734	750,000	1,700,000	950,000	-	(1,700,000)
2507 NEIGHBORHOOD STABILIZATION PROG	589900 - Other Misc. Revenue	-	-	15,000	-	(15,000)	-	-
2507 NEIGHBORHOOD STABILIZATION PROG Total		3,322,567	1,781,643	2,379,600	3,500,000	1,120,400	-	(3,500,000)

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2508 HOMELESSNESS PREVENTION PROG	485000 - Fed Grant-Operating Revenue	217,810	93,633	-	-	-	-	-
2508 HOMELESSNESS PREVENTION PROG Total		217,810	93,633	-	-	-	-	-
2509 FHWA TRANSIMS	482000 - Federal Reimbursements	78,522	-	-	-	-	-	-
2509 FHWA TRANSIMS	482010 - Fed Reimb-Operating	-	-	-	-	-	-	-
2509 FHWA TRANSIMS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2509 FHWA TRANSIMS	801010 - Transfers in - from GENERAL FUND	(1,142)	-	-	-	-	-	-
2509 FHWA TRANSIMS Total		77,380	-	-	-	-	-	-
2510 EECBG	485000 - Fed Grant-Operating Revenue	128,400	-	177,663	-	(177,663)	-	-
2510 EECBG	485010 - Fed Grant-Capital Revenue	523,997	878,607	-	-	-	-	-
2510 EECBG	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
2510 EECBG Total		652,398	878,607	177,663	-	(177,663)	-	-
2511 FY10 EOC GRANT	485000 - Fed Grant-Operating Revenue	21,401	55,584	-	-	-	-	-
2511 FY10 EOC GRANT	485010 - Fed Grant-Capital Revenue	-	-	400,000	-	(400,000)	-	-
2511 FY10 EOC GRANT	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2511 FY10 EOC GRANT	807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	33,000	-	-	-	-	-	-
2511 FY10 EOC GRANT Total		54,401	55,584	400,000	-	(400,000)	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	460060 - Interest Income - HILP	5,868	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	461060 - Princ. Repayment - HILP	10,000	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-

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2512 COMM DEV BLOCK GRANT (CDBG)	485000 - Fed Grant-Operating Revenue	1,399,427	1,168,287	3,599,850	2,575,197	(1,024,653)	1,843,109	(732,088)
2512 COMM DEV BLOCK GRANT (CDBG)	485010 - Fed Grant-Capital Revenue	-	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	589900 - Other Misc. Revenue	3,697	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG)	802512 - Transfers in - from COMM DEV BLK GRANTS (CDBG)	-	-	-	-	-	-	-
2512 COMM DEV BLOCK GRANT (CDBG) Total		1,418,992	1,168,287	3,599,850	2,575,197	(1,024,653)	1,843,109	(732,088)
2513 CDBG RECOVERY ACT OF 2009	485000 - Fed Grant-Operating Revenue	331,974	30,700	135,083	135,083	-	135,083	-
2513 CDBG RECOVERY ACT OF 2009 Total		331,974	30,700	135,083	135,083	-	135,083	-
2705 OTS GRANTS PUBLIC SAFETY	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY	485000 - Fed Grant-Operating Revenue	235,682	234,526	153,000	-	(153,000)	-	-
2705 OTS GRANTS PUBLIC SAFETY	486000 - State Grant-Operating Revenue	-	-	189,200	81,200	(108,000)	81,200	-
2705 OTS GRANTS PUBLIC SAFETY	801010 - Transfers in - from GENERAL FUND	84,907	-	-	-	-	-	-
2705 OTS GRANTS PUBLIC SAFETY Total		320,589	234,526	342,200	81,200	(261,000)	81,200	-
2715 JAG GRANTS	460010 - Interest Income - Investments	4,426	2,551	-	-	-	-	-
2715 JAG GRANTS	464010 - Unrealized Gains/Losses	(3,469)	1,469	-	-	-	-	-
2715 JAG GRANTS	485000 - Fed Grant-Operating Revenue	213,999	290,943	645,350	21,000	(624,350)	-	(21,000)
2715 JAG GRANTS	485010 - Fed Grant-Capital Revenue	10,774	-	-	-	-	-	-
2715 JAG GRANTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2715 JAG GRANTS	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
2715 JAG GRANTS Total		225,731	294,963	645,350	21,000	(624,350)	-	(21,000)

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2720 COPS TECH GRANTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2720 COPS TECH GRANTS	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2720 COPS TECH GRANTS	485000 - Fed Grant-Operating Revenue	30,771	-	30,700	-	(30,700)	-	-
2720 COPS TECH GRANTS	485010 - Fed Grant-Capital Revenue	-	-	-	-	-	-	-
2720 COPS TECH GRANTS		30,771	-	30,700	-	(30,700)	-	-
Total		2,890	-	-	-	-	-	-
2725 ICEP TASK FORCE	500600 - Reimbursement Agreement	-	-	-	-	-	-	-
2725 ICEP TASK FORCE Total		2,890	-	-	-	-	-	-
2725 ICEP TASK FORCE Total		2,890	-	5,000	-	(5,000)	-	-
2800 SCAG ARTICLE 3 FUND	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	486010 - State Grant-Capital Revenue	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	487100 - County Article 3	-	154,049	75,000	150,000	75,000	-	(150,000)
2800 SCAG ARTICLE 3 FUND	589900 - Other Misc. Revenue	-	566	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND	802001 - Transfers in - from MEASURE "A" FUND	-	-	-	-	-	-	-
2800 SCAG ARTICLE 3 FUND Total		-	154,615	80,000	150,000	70,000	-	(150,000)
Total		-	2,000	-	-	-	-	-
2803 TARGET GRANT - PD	489000 - Other Grant-Operating Revenue	-	-	-	-	-	-	-
2803 TARGET GRANT - PD Total		-	2,000	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	460010 - Interest Income - Investments	122,331	69,441	33,500	33,500	-	33,500	-
2901 DIF - ARTERIAL STREETS	464010 - Unrealized Gains/Losses	20,901	18,292	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	506000 - Development Impact Fees	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	506010 - Dev Impact Fee: Res-Single	141,946	4,531	18,500	18,500	-	18,500	-
2901 DIF - ARTERIAL STREETS	506020 - Dev Impact Fee: Res-Multiple	-	69,576	52,700	52,700	-	52,700	-
2901 DIF - ARTERIAL STREETS	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	13,294	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	506040 - Dev Impact Fee: Comm-Regional	-	-	-	-	-	-	-

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2901 DIF - ARTERIAL STREETS	506060 - Dev Impact Fee: Indust-General	37,597	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	506070 - Dev Impact Fee: Office	9,628	96,103	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	580010 - Claims, Judgments, Settlement	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	803003 - Transfers in - from TUMF CAPITAL PROJECTS FUND	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS	803301 - Transfers in - from DIF ARTERIAL STREETS CAPITAL P	-	-	727,903	727,903	-	727,903	-
2901 DIF - ARTERIAL STREETS	803710 - Transfers in - from COP 93 DEBT SERV FUND	-	-	-	-	-	-	-
2901 DIF - ARTERIAL STREETS Total		332,403	331,896	832,603	832,603	-	832,603	-
2902 DIF - TRAFFIC SIGNALS	460010 - Interest Income - Investments	35,870	29,683	9,000	9,000	-	9,000	-
2902 DIF - TRAFFIC SIGNALS	464010 - Unrealized Gains/Losses	11,208	14,745	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506000 - Development Impact Fees	-	-	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506010 - Dev Impact Fee: Res-Single	24,072	567	3,400	3,400	-	3,400	-
2902 DIF - TRAFFIC SIGNALS	506020 - Dev Impact Fee: Res-Multiple	-	22,932	14,300	14,300	-	14,300	-
2902 DIF - TRAFFIC SIGNALS	506030 - Dev Impact Fee: Comm- Nbhd/Comm	-	2,011	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506040 - Dev Impact Fee: Comm- Regional	-	-	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506060 - Dev Impact Fee: Indust-General	334,774	-	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	506070 - Dev Impact Fee: Office	1,453	19,037	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS	803302 - Transfers in - from DIF TRAFFIC SIGNAL CAPITAL PRO	-	-	-	-	-	-	-
2902 DIF - TRAFFIC SIGNALS Total		407,377	88,974	26,700	26,700	-	26,700	-
2903 DIF - FIRE	460010 - Interest Income - Investments	16,775	12,900	27,200	27,200	-	27,200	-
2903 DIF - FIRE	464010 - Unrealized Gains/Losses	(6,651)	5,731	-	-	-	-	-
2903 DIF - FIRE	506000 - Development Impact Fees	-	-	-	-	-	-	-
2903 DIF - FIRE	506010 - Dev Impact Fee: Res-Single	22,366	650	44,000	44,000	-	44,000	-
2903 DIF - FIRE	506020 - Dev Impact Fee: Res-Multiple	-	7,878	11,000	11,000	-	11,000	-
2903 DIF - FIRE	506030 - Dev Impact Fee: Comm- Nbhd/Comm	-	237	-	-	-	-	-

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2903 DIF - FIRE	506040 - Dev Impact Fee: Comm- Regional	30	-	-	-	-	-	-
2903 DIF - FIRE	506060 - Dev Impact Fee: Indust-General	107,262	-	-	-	-	-	-
2903 DIF - FIRE	506070 - Dev Impact Fee: Office	336	2,868	-	-	-	-	-
2903 DIF - FIRE Total		140,118	30,264	82,200	82,200	-	82,200	-
2904 DIF - POLICE	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2904 DIF - POLICE	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2904 DIF - POLICE	506000 - Development Impact Fees	-	-	-	-	-	-	-
2904 DIF - POLICE	506010 - Dev Impact Fee: Res-Single	16,181	464	-	-	-	-	-
2904 DIF - POLICE	506020 - Dev Impact Fee: Res-Multiple	-	7,878	-	-	-	-	-
2904 DIF - POLICE	506030 - Dev Impact Fee: Comm- Nbhd/Comm	-	688	-	-	-	-	-
2904 DIF - POLICE	506040 - Dev Impact Fee: Comm- Regional	54	-	-	-	-	-	-
2904 DIF - POLICE	506060 - Dev Impact Fee: Indust-General	77,673	-	-	-	-	-	-
2904 DIF - POLICE	506070 - Dev Impact Fee: Office	571	3,858	-	-	-	-	-
2904 DIF - POLICE Total		94,479	12,888	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	460010 - Interest Income - Investments	59,818	47,937	25,000	25,000	-	25,000	-
2905 DIF-PARKLAND FACILITIES	464010 - Unrealized Gains/Losses	(4,456)	22,865	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	506000 - Development Impact Fees	-	-	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	506010 - Dev Impact Fee: Res-Single	52,060	3,109	2,700	2,700	-	2,700	-
2905 DIF-PARKLAND FACILITIES	506020 - Dev Impact Fee: Res-Multiple	-	93,054	63,000	63,000	-	63,000	-
2905 DIF-PARKLAND FACILITIES FUNDS	800001 - Transfers in - from OTHER	-	-	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	803000 - Transfers in - from FACILITY	-	-	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	CONST FUND	-	-	-	-	-	-	-
2905 DIF-PARKLAND FACILITIES	803006 - Transfers in - from PARKS & RECREATION CAP PROJ FD	-	33,905	406,860	406,860	-	406,860	-

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2905 DIF-PARKLAND		107,422	200,870	497,560	497,560	-	497,560	-
FACILITIES Total								
2906 DIF-QUIMBY IN-LIEU PARK	460010 - Interest Income - Investments	44,074	42,867	22,600	22,600	-	22,600	-
2906 DIF-QUIMBY IN-LIEU PARK	464010 - Unrealized Gains/Losses	(6,211)	24,549	-	-	-	-	-
2906 DIF-QUIMBY IN-LIEU PARK	506000 - Development Impact Fees	-	-	-	-	-	-	-
2906 DIF-QUIMBY IN-LIEU PARK	506010 - Dev Impact Fee: Res-Single	33,163	508,975	1,600	1,600	-	1,600	-
2906 DIF-QUIMBY IN-LIEU PARK	506020 - Dev Impact Fee: Res-Multiple	-	33,384	28,400	28,400	-	28,400	-
2906 DIF-QUIMBY IN-LIEU PARK	803006 - Transfers in - from PARKS & RECREATION CAP PROJ FD	-	95	1,135	1,135	-	1,135	-
2906 DIF-QUIMBY IN-LIEU PARK		71,026	609,869	53,735	53,735	-	53,735	-
FEEES Total								
2907 DIF-REC CENTER	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2907 DIF-REC CENTER	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2907 DIF-REC CENTER	506000 - Development Impact Fees	-	-	-	-	-	-	-
2907 DIF-REC CENTER	506010 - Dev Impact Fee: Res-Single	5,828	193	7,000	7,000	-	7,000	-
2907 DIF-REC CENTER	506020 - Dev Impact Fee: Res-Multiple	-	81,822	44,900	44,900	-	44,900	-
2907 DIF-REC CENTER	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2907 DIF-REC CENTER Total		5,828	82,015	51,900	51,900	-	51,900	-
2908 DIF-LIBRARY	460010 - Interest Income - Investments	91,370	47,756	46,600	46,600	-	46,600	-
2908 DIF-LIBRARY	464010 - Unrealized Gains/Losses	(13,620)	9,754	-	-	-	-	-
2908 DIF-LIBRARY	506000 - Development Impact Fees	-	-	-	-	-	-	-
2908 DIF-LIBRARY	506010 - Dev Impact Fee: Res-Single	26,529	813	27,700	27,700	-	27,700	-
2908 DIF-LIBRARY	506020 - Dev Impact Fee: Res-Multiple	-	38,922	24,400	24,400	-	24,400	-
2908 DIF-LIBRARY Total		104,278	97,245	96,700	96,700	-	96,700	-
2909 DIF-CITY HALL	460010 - Interest Income - Investments	50,508	43,580	25,700	25,700	-	25,700	-

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2909 DIF-CITY HALL	464010 - Unrealized Gains/Losses	(7,190)	22,519	-	-	-	-	-
2909 DIF-CITY HALL	506000 - Development Impact Fees	-	-	-	-	-	-	-
2909 DIF-CITY HALL	506010 - Dev Impact Fee: Res-Single	22,945	529	20,800	20,800	-	20,800	-
2909 DIF-CITY HALL	506020 - Dev Impact Fee: Res-Multiple	-	9,204	6,000	6,000	-	6,000	-
2909 DIF-CITY HALL	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	219	2,000	2,000	-	2,000	-
2909 DIF-CITY HALL	506040 - Dev Impact Fee: Comm-Regional	35	-	-	-	-	-	-
2909 DIF-CITY HALL	506060 - Dev Impact Fee: Indust-General	96,166	-	-	-	-	-	-
2909 DIF-CITY HALL	506070 - Dev Impact Fee: Office	311	3,390	-	-	-	-	-
2909 DIF-CITY HALL Total		162,775	79,441	54,500	54,500	-	54,500	-
2910 DIF-CORPORATE YARD	460010 - Interest Income - Investments	1,758	2,028	500	500	-	500	-
2910 DIF-CORPORATE YARD	464010 - Unrealized Gains/Losses	(77)	1,346	-	-	-	-	-
2910 DIF-CORPORATE YARD	506000 - Development Impact Fees	-	-	-	-	-	-	-
2910 DIF-CORPORATE YARD	506010 - Dev Impact Fee: Res-Single	12,428	298	10,700	10,700	-	10,700	-
2910 DIF-CORPORATE YARD	506020 - Dev Impact Fee: Res-Multiple	68,426	8,814	5,300	5,300	-	5,300	-
2910 DIF-CORPORATE YARD	506030 - Dev Impact Fee: Comm-Nbhd/Comm	-	157	-	-	-	-	-
2910 DIF-CORPORATE YARD	506040 - Dev Impact Fee: Comm-Regional	34	-	-	-	-	-	-
2910 DIF-CORPORATE YARD	506070 - Dev Impact Fee: Office	216	3,233	-	-	-	-	-
2910 DIF-CORPORATE YARD	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
2910 DIF-CORPORATE YARD	803000 - Transfers in - from FACILITY CONST FUND	-	2,400,000	-	-	-	-	-
2910 DIF-CORPORATE YARD Total		82,785	2,415,877	16,500	16,500	-	16,500	-
2911 DIF-INTERCHANGE IMPROVEMENT	460010 - Interest Income - Investments	12,016	4,567	20,500	20,500	-	20,500	-
2911 DIF-INTERCHANGE IMPROVEMENT	464010 - Unrealized Gains/Losses	(17,664)	(474)	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506000 - Development Impact Fees	-	-	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506010 - Dev Impact Fee: Res-Single	23,842	524	18,800	18,800	-	18,800	-

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2911 DIF-INTERCHANGE IMPROVEMENT	506020 - Dev Impact Fee: Res-Multiple	-	-	1,800	1,800	-	1,800	-
2911 DIF-INTERCHANGE IMPROVEMENT	506030 - Dev Impact Fee: Comm- Nbhd/Comm	-	2,029	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506040 - Dev Impact Fee: Comm- Regional	-	-	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506060 - Dev Impact Fee: Indust-General	5,723	-	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT	506070 - Dev Impact Fee: Office	1,469	106	-	-	-	-	-
2911 DIF-INTERCHANGE IMPROVEMENT Total		25,385	6,752	41,100	41,100	-	41,100	-
2912 DIF-MAINTENANCE EQUIPMENT	460010 - Interest Income - Investments	1,593	1,423	800	800	-	800	-
2912 DIF-MAINTENANCE EQUIPMENT	464010 - Unrealized Gains/Losses	(271)	833	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	506000 - Development Impact Fees	-	-	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	506010 - Dev Impact Fee: Res-Single	2,275	50	1,800	1,800	-	1,800	-
2912 DIF-MAINTENANCE EQUIPMENT	506020 - Dev Impact Fee: Res-Multiple	-	-	100	100	-	100	-
2912 DIF-MAINTENANCE EQUIPMENT	506030 - Dev Impact Fee: Comm- Nbhd/Comm	-	12	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT	506060 - Dev Impact Fee: Indust-General	5,548	-	1,500	1,500	-	1,500	-
2912 DIF-MAINTENANCE EQUIPMENT	506070 - Dev Impact Fee: Office	20	1	-	-	-	-	-
2912 DIF-MAINTENANCE EQUIPMENT Total		9,166	2,319	4,200	4,200	-	4,200	-
2913 DIF-ANIMAL SHELTER	460010 - Interest Income - Investments	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	506000 - Development Impact Fees	-	-	-	-	-	-	-
2913 DIF-ANIMAL SHELTER	506010 - Dev Impact Fee: Res-Single	6,916	152	5,500	5,500	-	5,500	-
2913 DIF-ANIMAL SHELTER	506020 - Dev Impact Fee: Res-Multiple	-	-	600	600	-	600	-

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2913 DIF-ANIMAL SHELTER								
Total		6,916	152	6,100	6,100	-	6,100	-
3000 FACILITY CONSTRUCTION	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	500600 - Reimbursement Agreement	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	580200 - Donations	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	589900 - Other Misc. Revenue	620	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	802905 - Transfers in - from DIF - PARKLAND FACILITIES	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	802907 - Transfers in - from DIF - CRC (REC CTR)	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	802908 - Transfers in - from DIF - LIBRARY	-	4,000,000	-	-	-	-	-
3000 FACILITY CONSTRUCTION	802909 - Transfers in - from DIF - CITY HALL	-	-	400,000	-	(400,000)	-	-
3000 FACILITY CONSTRUCTION	802910 - Transfers in - from DIF - CORPORATE YARD	-	2,500,000	-	-	-	-	-
3000 FACILITY CONSTRUCTION	805010 - Transfers in - from LIBRARY SERVICES FUND	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
3000 FACILITY CONSTRUCTION		620	6,500,000	400,000	-	(400,000)	-	-
Total		620	6,500,000	400,000	-	(400,000)	-	-
3002 PW GENERAL CAPITAL	PROJECTS	-	-	-	-	-	-	-
3002 PW GENERAL CAPITAL	PROJECTS	-	2,880,400	-	-	-	-	-
3002 PW GENERAL CAPITAL	PROJECTS	321,205	79,448	4,867,396	-	(4,867,396)	-	-

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3002 PW GENERAL CAPITAL PROJECTS	583010 - T & M Reimbursed Costs	-	-	-	-	-	-	-
3002 PW GENERAL CAPITAL PROJECTS Total		321,205	2,959,848	4,867,396	-	(4,867,396)	-	-
3003 TUMF CAPITAL PROJECTS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS	483010 - Reimbursements - Other Govts	2,572,753	770,749	4,000,000	5,300,000	1,300,000	-	(5,300,000)
3003 TUMF CAPITAL PROJECTS	500700 - Developer Reimbursement	-	-	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS	589900 - Other Misc. Revenue	2,586	1,587	-	-	-	-	-
3003 TUMF CAPITAL PROJECTS Total		2,575,339	772,336	4,000,000	5,300,000	1,300,000	-	(5,300,000)
3005 FIRE SERVICES CAPITAL	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL	803005 - Transfers in - from FIRE SERVICES CAP FUND	-	-	-	-	-	-	-
3005 FIRE SERVICES CAPITAL Total		-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	482000 - Federal Reimbursements	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	483010 - Reimbursements - Other Govts	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ	802905 - Transfers in - from DIF - PARKLAND FACILITIES	-	325,833	70,000	70,000	-	70,000	-
3006 PARKS & RECREATION CAPITAL PROJ	802906 - Transfers in - from DIF - QUIMBY IN-LIEU PARK FEES	-	51,775	621,300	621,300	-	621,300	-

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3006 PARKS & RECREATION CAPITAL PROJ	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	-	-	-	-	-
3006 PARKS & RECREATION CAPITAL PROJ Total		-	377,608	691,300	691,300	-	691,300	-
3301 DIF ARTERIAL STREETS CAPITAL PROJ	589900 - Other Misc. Revenue	607	613	1,000	500	(500)	500	-
3301 DIF ARTERIAL STREETS CAPITAL PROJ	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PROJ	802901 - Transfers in - from DIF - ARTERIAL STREETS	295,000	4,355,000	560,000	-	(560,000)	-	-
3301 DIF ARTERIAL STREETS CAPITAL PROJ	802906 - Transfers in - from DIF - QUIMBY IN-LIEU PARK FEES	-	-	-	-	-	-	-
3301 DIF ARTERIAL STREETS CAPITAL PROJ Total		295,607	4,355,613	561,000	500	(560,500)	500	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	482020 - Fed Reimb-Capital	18,900	3,530	-	895,000	895,000	-	(895,000)
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	589900 - Other Misc. Revenue	3,385	7	1,000	500	(500)	500	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	802902 - Transfers in - from DIF - TRAFFIC SIGNALS	-	1,530,000	902,000	720,000	(182,000)	720,000	-
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ Total		22,285	1,533,537	903,000	1,615,500	712,500	720,500	(895,000)
3311 DIF INTERCHANGE IMPROV CAP PROJ	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3311 DIF INTERCHANGE IMPROV CAP PROJ	802911 - Transfers in - from DIF - INTERCHG IMPROV	1,740,000	-	-	-	-	-	-
3311 DIF INTERCHANGE IMPROV CAP PROJ Total		1,740,000	-	-	-	-	-	-
3401 2005 LEASE REV BONDS- CAP ADMIN	460010 - Interest Income - Investments	834	128	-	-	-	-	-
3401 2005 LEASE REV BONDS- CAP ADMIN	500700 - Developer Reimbursement	-	160,556	-	-	-	-	-

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3401 2005 LEASE REV BONDS- CAP ADMIN	589900 - Other Misc. Revenue	-	854	-	-	-	-	-
3401 2005 LEASE REV BONDS- CAP ADMIN	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS- CAP ADMIN	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3401 2005 LEASE REV BONDS- CAP ADMIN Total		834	161,538	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	402040 - Special Tax Proceeds	-	-	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN	803705 - Transfers in - from TOWNGT IMPV SPCL TAX REF DEBT S	47,480	32,500	32,500	33,800	1,300	34,500	700
3405 TOWNGATE IMPR SPCL TAX CAP ADMIN Total		47,480	32,500	32,500	33,800	1,300	34,500	700
3406 2007 TOWNGTE SPC TAX REF CAP ADM	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3406 2007 TOWNGTE SPC TAX REF CAP ADM	803706 - Transfers in - from TOWNGT SPCL TAX REFNDG DEBT SV	142,780	148,600	148,600	154,600	6,000	157,700	3,100
3406 2007 TOWNGTE SPC TAX REF CAP ADM Total		142,780	148,600	148,600	154,600	6,000	157,700	3,100
3407 AUTOMALL CAP-ADMIN	500600 - Reimbursement Agreement	-	-	-	-	-	-	-
3407 AUTOMALL CAP-ADMIN	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3407 AUTOMALL CAP-ADMIN	803702 - Transfers in - from TOWNGT IMP DEBT SERV FUND	-	-	-	-	-	-	-
3407 AUTOMALL CAP-ADMIN	803707 - Transfers in - from AUTOMIL REFIN-CFD #3 DBT SVC FD	137,400	63,800	63,800	63,900	100	63,900	-
3407 AUTOMALL CAP-ADMIN Total		137,400	63,800	63,800	63,900	100	63,900	-
3451 WARNER RANCH ASDST Assessment	401040 - Property Tax - Bond	8,325	-	2,100	-	(2,100)	-	-

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3451 WARNER RANCH ASDST				2,100		(2,100)		
Total		8,325	-	2,100	-	(2,100)	-	-
3701 2005 LEASE REV BONDS- DEBT SVC	460010 - Interest Income - Investments	243	359	-	-	-	-	-
3701 2005 LEASE REV BONDS- DEBT SVC	800001 - Transfers in - from OTHER FUNDS	-	11	-	-	-	-	-
3701 2005 LEASE REV BONDS- DEBT SVC	802901 - Transfers in - from DIF - ARTERIAL STREETS	1,118,675	1,119,700	1,119,700	1,118,200	(1,500)	1,120,200	2,000
3701 2005 LEASE REV BONDS- DEBT SVC	802903 - Transfers in - from DIF - FIRE	254,008	254,000	254,000	256,400	2,400	257,200	800
3701 2005 LEASE REV BONDS- DEBT SVC	802904 - Transfers in - from DIF - POLICE	676,810	676,800	676,800	678,600	1,800	677,600	(1,000)
3701 2005 LEASE REV BONDS- DEBT SVC	803401 - Transfers in - from 2005 LEASE REV BONDS-CAP/ADMIN	771	152	-	-	-	-	-
3701 2005 LEASE REV BONDS- DEBT SVC	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	252,517	-	594,773	594,773	675,000	80,227
3701 2005 LEASE REV BONDS- DEBT SVC	806020 - Transfers in - from 2007 TAXABLE LEASE REV BONDS	-	-	-	-	-	-	-
3701 2005 LEASE REV BONDS- DEBT SVC	808010 - Transfers in - from RDA ADMIN FUND	-	-	597,373	-	(597,373)	-	-
3701 2005 LEASE REV BONDS- DEBT SVC	808311 - Transfers in - from RDA TAX INCREMENT FUND	593,873	347,081	-	-	-	-	-
3701 2005 LEASE REV BONDS- DEBT SVC Total		2,644,379	2,650,620	2,647,873	2,647,973	100	2,730,000	82,027
3702 TOWNGATE IMP DEBT SERV	402040 - Special Tax Proceeds	-	-	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	402040 - Special Tax Proceeds	112,162	115,946	115,800	-	(115,800)	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	404000 - Special Taxes	-	-	-	115,500	115,500	115,800	300
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	460010 - Interest Income - Investments	62	29,693	100	100	-	100	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	589000 - Bond Proceeds	-	-	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-

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3705 TOWNGATE IMPR SPCL TAX REF DEBTS	803702 - Transfers in - from TWNGT IMP DEBT SERV FUND	-	-	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	114,614	-	277,181	277,181	280,000	2,819
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	808010 - Transfers in - from RDA ADMIN FUND	-	-	277,181	-	(277,181)	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS	808311 - Transfers in - from RDA TAX INCREMENT FUND	276,459	159,831	-	-	-	-	-
3705 TOWNGATE IMPR SPCL TAX REF DEBTS Total		388,683	420,084	393,081	392,781	(300)	395,900	3,119
3706 TOWNGATE SPCL TAX REF DEBT SERV	460010 - Interest Income - Investments	230	237	300	300	-	300	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	589000 - Bond Proceeds	-	-	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	803703 - Transfers in - from TWNGT REF DEBT SERV FUND	-	-	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	487,201	-	1,182,347	1,182,347	1,190,000	7,653
3706 TOWNGATE SPCL TAX REF DEBT SERV	808010 - Transfers in - from RDA ADMIN FUND	-	-	1,182,347	-	(1,182,347)	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV	808311 - Transfers in - from RDA TAX INCREMENT FUND	1,168,536	678,356	-	-	-	-	-
3706 TOWNGATE SPCL TAX REF DEBT SERV Total		1,168,766	1,175,795	1,182,647	1,182,647	-	1,190,300	7,653
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	402000 - Sales Tax - General	-	-	-	-	-	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	402040 - Special Tax Proceeds	78,021	74,137	81,600	-	(81,600)	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	404000 - Special Taxes	-	-	-	54,400	54,400	52,700	(1,700)
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	460010 - Interest Income - Investments	154	59	200	200	-	200	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-

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3707 AUTOMALL REFIN-CFD#3 DEBT SERV	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	803407 - Transfers in - from AUTOMALL CAP-ADMIN FUND	-	-	-	-	-	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	(26,708)	-	109,451	109,451	110,000	549
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	808010 - Transfers in - from RDA ADMIN FUND	-	-	109,450	-	(109,450)	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV	808311 - Transfers in - from RDA TAX INCREMENT FUND	96,489	56,000	-	-	-	-	-
3707 AUTOMALL REFIN-CFD#3 DEBT SERV Total		174,664	103,488	191,250	164,051	(27,199)	162,900	(1,151)
3750 CH COP 97 DEBT SERVICE LRBS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3750 CH COP 97 DEBT SERVICE LRBS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3750 CH COP 97 DEBT SERVICE LRBS	803753 - Transfers in - from 2011 PRIV PLMT REF 97 VAR COPS	4,260,000	-	-	-	-	-	-
3750 CH COP 97 DEBT SERVICE LRBS	807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	822,025	-	-	-	-	-	-
3750 CH COP 97 DEBT SERVICE Total		5,082,025	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	589000 - Bond Proceeds	3,272,000	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3751 2011 PRIV PLACE REF 97 LRBS	801010 - Transfers in - from GENERAL FUND	-	236,032	176,000	190,400	14,400	188,000	(2,400)
3751 2011 PRIV PLACE REF 97 LRBS	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	62,500	-	150,000	150,000	150,000	-
3751 2011 PRIV PLACE REF 97 LRBS	808010 - Transfers in - from RDA ADMIN FUND	-	-	150,000	-	(150,000)	-	-
3751 2011 PRIV PLACE REF 97 LRBS	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	87,500	-	-	-	-	-

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3751 2011 PRIV PLACE REF 97		3,272,000	386,032	326,000	340,400	14,400	338,000	(2,400)
LRBS Total								
3753 2011 PRIV PLMT REF 97		4,343,500	-	-	-	-	-	-
VAR COPS	589000 - Bond Proceeds							
3753 2011 PRIV PLMT REF 97	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
VAR COPS								
3753 2011 PRIV PLMT REF 97	807310 - Transfers in - from FACILITIES FUND (ADMIN/OPER)	-	787,318	711,100	787,000	75,900	787,500	500
VAR COPS								
3753 2011 PRIV PLMT REF 97		4,343,500	787,318	711,100	787,000	75,900	787,500	500
VAR COPS Total								
3754 PUB SAFETY BOND DEBT SERVICE	460010 - Interest Income - Investments	22,796	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	801010 - Transfers in - from GENERAL FUND	254,200	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	803751 - Transfers in - from 2011 PRIV PLACE REF. 97 LRBS	3,155,207	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE	808311 - Transfers in - from RDA TAX INCREMENT FUND	150,000	-	-	-	-	-	-
3754 PUB SAFETY BOND DEBT SERVICE Total		3,582,203	-	-	-	-	-	-
3756 OPA SALES TAX #2	402020 - Sales Tax - Note No. 2	-	-	-	-	-	-	-
3756 OPA SALES TAX #2	460030 - Interest Income - Price Club	449,473	-	-	-	-	-	-
3756 OPA SALES TAX #2 Total		449,473	-	-	-	-	-	-
3910 CELEBRATION PARK ENDOWMENT								
3910 CELEBRATION PARK ENDOWMENT	460010 - Interest Income - Investments	1,261	1,042	1,000	1,000	-	1,000	-
3910 CELEBRATION PARK ENDOWMENT	464010 - Unrealized Gains/Losses	(271)	478	-	-	-	-	-
3910 CELEBRATION PARK ENDOWMENT	589040 - Endowment Contribution	-	-	-	-	-	-	-

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3910 CELEBRATION PARK ENDOWMENT Total		990	1,520	1,000	1,000	-	1,000	-
3911 EQUESTRIAN TRAIL ENDOWMENT	460010 - Interest Income - Investments	264	212	-	200	200	200	-
3911 EQUESTRIAN TRAIL ENDOWMENT	464010 - Unrealized Gains/Losses	(90)	159	-	-	-	-	-
3911 EQUESTRIAN TRAIL ENDOWMENT	589040 - Endowment Contribution	-	-	-	-	-	-	-
3911 EQUESTRIAN TRAIL ENDOWMENT Total		174	371	-	200	200	200	-
3912 ROCKRIDGE PARK ENDOWMENT	460010 - Interest Income - Investments	-	1,775	-	1,800	1,800	1,800	-
3912 ROCKRIDGE PARK ENDOWMENT	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
3912 ROCKRIDGE PARK ENDOWMENT	589040 - Endowment Contribution	-	-	-	-	-	-	-
3912 ROCKRIDGE PARK ENDOWMENT Total		-	1,775	-	1,800	1,800	1,800	-
3913 NPDES ENDOWMENT FUND	460010 - Interest Income - Investments	-	-	-	-	-	-	-
3913 NPDES ENDOWMENT FUND	589040 - Endowment Contribution	-	14,506	-	-	-	-	-
3913 NPDES ENDOWMENT FUND Total		-	14,506	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	401040 - Property Tax - Bond Assessment	5,204	-	2,800	2,700	(100)	2,800	100
4011 ASSMT DIST 98-1 DEBT SERVICE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE	804015 - Transfers in - from CTRPT 87-4 AGENCY FUND	-	-	-	-	-	-	-
4011 ASSMT DIST 98-1 DEBT SERVICE Total		5,204	-	2,800	2,700	(100)	2,800	100

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4015 CTRPT 87-4	401040 - Property Tax - Bond Assessment	(2,643)	-	-	-	-	-	-
4015 CTRPT 87-4	460010 - Interest Income - Investments	-	-	-	-	-	-	-
4015 CTRPT 87-4	802006 - Transfers in - from SPCL DIST ADMIN FUND	-	-	-	-	-	-	-
4015 CTRPT 87-4 Total		(2,643)	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS	580200 - Donations	-	-	-	-	-	-	-
4016 MV FOUNDATION - DONATIONS Total		504	-	1,300	2,500	1,200	3,500	1,000
4017 ARTS COMMISSION	580200 - Donations	-	-	-	-	-	-	-
4017 ARTS COMMISSION Total		504	-	1,300	2,500	1,200	3,500	1,000
4019 CF#5 STONERIDGE	402040 - Special Tax Proceeds	376,005	384,249	392,850	-	(392,850)	-	-
4019 CF#5 STONERIDGE	404000 - Special Taxes	-	-	-	382,000	382,000	389,900	7,900
4019 CF#5 STONERIDGE	460010 - Interest Income - Investments	58	60	50	100	50	100	-
4019 CF#5 STONERIDGE Total		376,063	384,309	392,900	382,100	(10,800)	390,000	7,900
4020 CF#4I INFRASTRUCTURE	402040 - Special Tax Proceeds	-	-	604,600	-	(604,600)	-	-
4020 CF#4I INFRASTRUCTURE	589000 - Bond Proceeds	-	-	-	-	-	-	-
4020 CF#4I INFRASTRUCTURE Total		-	-	604,600	-	(604,600)	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	401000 - Property Tax - Secured	-	2,537,358	8,950,000	9,238,000	288,000	9,238,000	-
4800 SUCCESSOR AGENCY ADMIN FUND	464010 - Unrealized Gains/Losses	-	(91,370)	-	-	-	-	-
4800 SUCCESSOR AGENCY ADMIN FUND	803707 - Transfers in - from AUTOML REFIN-CFD #3 DBT SVC FD	-	-	-	-	-	-	-

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4800 SUCCESSOR AGENCY ADMIN FUND Total		-	2,445,988	8,950,000	9,238,000	288,000	9,238,000	-
4820 SUCCESSOR AGENCY CAP PROJ	460010 - Interest Income - Investments	-	2	-	-	-	-	-
4820 SUCCESSOR AGENCY CAP PROJ	808010 - Transfers in - from RDA ADMIN FUND	-	-	-	-	-	-	-
4820 SUCCESSOR AGENCY CAP PROJ Total		-	2	-	-	-	-	-
4821 SUCCESSOR AGENCY 2007 TABS A CAP	460010 - Interest Income - Investments	-	176,661	-	-	-	-	-
4821 SUCCESSOR AGENCY 2007 TABS A CAP	464010 - Unrealized Gains/Losses	-	65,249	-	-	-	-	-
4821 SUCCESSOR AGENCY 2007 TABS A CAP Total		-	241,910	-	-	-	-	-
4850 SUCCESSOR AGENCY TAX REVENUE	460010 - Interest Income - Investments	-	75,734	-	-	-	-	-
4850 SUCCESSOR AGENCY TAX REVENUE	460200 - Interest Income - Other	-	5,438	-	-	-	-	-
4850 SUCCESSOR AGENCY TAX REVENUE	461000 - Principal Repayment	-	31,500	-	-	-	-	-
4850 SUCCESSOR AGENCY TAX REVENUE	804820 - Transfers In - from Successor Agency Capital Fund	-	3,718,466	-	-	-	-	-
4850 SUCCESSOR AGENCY TAX REVENUE Total		-	3,831,138	-	-	-	-	-
4851 SUCSR AGENCY 2007 TABS A DEBT SRV	460010 - Interest Income - Investments	-	4	-	-	-	-	-
4851 SUCSR AGENCY 2007 TABS A DEBT SRV	808010 - Transfers in - from RDA ADMIN FUND	-	-	-	-	-	-	-
4851 SUCSR AGENCY 2007 TABS A DEBT SRV Total		-	4	-	-	-	-	-
5010 LIBRARY SERVICES	401090 - Property Tax - Library	1,344,931	1,349,972	1,244,800	1,284,000	39,200	1,305,000	21,000
5010 LIBRARY SERVICES	440060 - Library Fines	42,302	50,220	60,600	50,000	(10,600)	50,000	-
5010 LIBRARY SERVICES	480110 - Interlibrary Book Loans	9,608	17,641	-	-	-	-	-

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5010 LIBRARY SERVICES	486000 - State Grant-Operating Revenue	64,489	-	-	-	-	-	-
5010 LIBRARY SERVICES	500200 - Library Fees	40,201	19,419	11,000	18,000	7,000	18,000	-
5010 LIBRARY SERVICES	580200 - Donations	22,782	22,725	2,000	2,000	-	2,000	-
5010 LIBRARY SERVICES	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5010 LIBRARY SERVICES	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5010 LIBRARY SERVICES	801010 - Transfers in - from GENERAL FUND	446,740	346,800	415,800	359,708	(56,092)	359,708	-
5010 LIBRARY SERVICES	803000 - Transfers in - from FACILITY CONST FUND	-	-	-	-	-	-	-
5010 LIBRARY SERVICES	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	160,000	160,000	-	160,000	-
5010 LIBRARY SERVICES	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
5010 LIBRARY SERVICES Total		1,971,052	1,806,776	1,894,200	1,873,708	(20,492)	1,894,708	21,000
5011 ZONE A PARKS	401000 - Property Tax - Secured	1,469,602	1,487,220	1,449,000	1,521,000	72,000	1,545,000	24,000
5011 ZONE A PARKS	401010 - Property Tax - Unsecured	80,623	80,955	93,500	81,000	(12,500)	81,000	-
5011 ZONE A PARKS	401020 - Property Tax - Prior Years	3,493	4,140	6,000	6,000	-	6,000	-
5011 ZONE A PARKS	401030 - Property Tax - Homeowner Exemp	25,590	25,632	32,800	26,000	(6,800)	26,000	-
5011 ZONE A PARKS	401050 - Property Tax - Teeter/Del Tax	112,744	74,062	113,800	75,000	(38,800)	75,000	-
5011 ZONE A PARKS	401100 - ERAF	-	-	-	-	-	-	-
5011 ZONE A PARKS	460010 - Interest Income - Investments	21,416	24,261	-	25,000	25,000	25,000	-
5011 ZONE A PARKS	463000 - Rental Income	-	-	-	-	-	-	-
5011 ZONE A PARKS	463010 - Towngate Center Rentals	61,439	76,107	60,000	70,000	10,000	70,000	-
5011 ZONE A PARKS	463020 - CRC Banquet Rm. Rentals	168,769	216,848	185,000	200,000	15,000	200,000	-
5011 ZONE A PARKS	463030 - Mobile Home Rentals	4,275	-	6,000	6,000	-	6,000	-
5011 ZONE A PARKS	463040 - Senior Center Rentals	36,507	41,301	35,000	39,000	4,000	39,000	-
5011 ZONE A PARKS	463060 - Headstart Rent	-	-	-	-	-	-	-
5011 ZONE A PARKS	463070 - Lease Payments - Sub-Agents	46,515	48,725	54,000	49,900	(4,100)	51,300	1,400
5011 ZONE A PARKS	463080 - Cell Tower Rental Income	160,161	183,208	160,000	194,000	34,000	200,000	6,000
5011 ZONE A PARKS	464010 - Unrealized Gains/Losses	6,913	15,132	-	-	-	-	-
5011 ZONE A PARKS	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-

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5011 ZONE A PARKS	489000 - Other Grant-Operating Revenue	-	-	-	-	-	-	-
5011 ZONE A PARKS	500800 - Parcel Fees	5,025,169	4,977,963	4,770,000	4,900,000	130,000	4,900,000	-
5011 ZONE A PARKS	500900 - Admin Citation Fees	-	5,622	-	16,000	16,000	16,000	-
5011 ZONE A PARKS	501000 - Graffiti Abatement Fees	6,153	6,277	6,000	6,300	300	6,300	-
5011 ZONE A PARKS	507010 - Recreation Program Fees	240,571	266,485	238,500	275,455	36,955	278,840	3,385
5011 ZONE A PARKS	507020 - Park Fees	297,843	273,844	271,500	277,770	6,270	277,770	-
5011 ZONE A PARKS	507030 - Senior Center Fees	4,976	4,423	5,300	4,500	(800)	4,500	-
5011 ZONE A PARKS	507040 - Adult Sport Fees	68,005	40,210	78,000	65,692	(12,308)	65,692	-
5011 ZONE A PARKS	507050 - Youth Sport Fees	69,257	79,438	70,500	80,000	9,500	80,000	-
5011 ZONE A PARKS	507060 - Contract Programs-Adults	31,867	23,176	30,000	22,000	(8,000)	22,000	-
5011 ZONE A PARKS	507070 - Contract Programs-Youth	87,830	99,777	95,000	100,000	5,000	100,000	-
5011 ZONE A PARKS	507080 - Spl Seasonal Events-4th of Jul	5,451	4,603	-	50,000	50,000	50,000	-
5011 ZONE A PARKS	507090 - Spl Seasonal Events	3,488	4,883	26,000	8,085	(17,915)	8,085	-
5011 ZONE A PARKS	507100 - Skate Park Fees	17,464	16,365	20,000	17,820	(2,180)	17,820	-
5011 ZONE A PARKS	507110 - Skate Park - Snacks	9,964	8,980	12,000	13,000	1,000	13,000	-
5011 ZONE A PARKS	507210 - Golf Course Fees	-	-	-	72,000	72,000	72,000	-
5011 ZONE A PARKS	507220 - Golf Course Fees 2 - REMOVE - Data to 507210	3,697	180	3,500	-	(3,500)	-	-
5011 ZONE A PARKS	507230 - Golf Course Fees 3 - REMOVE - Data to 507210	72,090	6,694	70,600	-	(70,600)	-	-
5011 ZONE A PARKS	507310 - Registration Fees	12,321	12,636	12,500	12,500	-	12,500	-
5011 ZONE A PARKS	507400 - Cleaning/Linen/Security Fees	-	-	-	46,000	46,000	46,000	-
5011 ZONE A PARKS	509000 - Other Fees	2,670	3,070	4,000	-	(4,000)	-	-
5011 ZONE A PARKS	523010 - Insp Fees - Engineering	11,700	263,558	8,000	-	(8,000)	-	-
5011 ZONE A PARKS	540040 - Engineering Plan Check Fees	6,600	190,155	4,500	-	(4,500)	-	-
5011 ZONE A PARKS	580010 - Claims, Judgments, Settlement	-	1,930	-	-	-	-	-
5011 ZONE A PARKS	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
5011 ZONE A PARKS	580070 - Pepsi Revenue	16,037	51,981	16,000	16,000	-	16,000	-
5011 ZONE A PARKS	580200 - Donations	13,110	9	60,000	1,000	(59,000)	1,000	-
5011 ZONE A PARKS	585050 - Fixed Asset Trade-In Allowance	-	-	-	-	-	-	-
5011 ZONE A PARKS	589900 - Other Misc. Revenue	567	288	500	1,100	600	1,100	-
5011 ZONE A PARKS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5011 ZONE A PARKS	801010 - Transfers in - from GENERAL FUND	298,513	307,500	307,500	307,500	-	307,500	-

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5011 ZONE A PARKS	802205 - Transfers in - from PAL GRANTS - NON PUBLIC SAFETY	-	-	-	-	-	-	-
5011 ZONE A PARKS	802905 - Transfers in - from DIF - PARKLAND FACILITIES	-	-	-	-	-	-	-
5011 ZONE A PARKS	805011 - Transfers in - from ZONE "A" PARKS FUND	-	-	-	-	-	-	-
5011 ZONE A PARKS	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	25,000	-	-	116,636	116,636	-	(116,636)
5011 ZONE A PARKS Total		8,528,391	8,927,636	8,305,000	8,702,258	397,258	8,620,407	(81,851)
5012 ZONE B STREET LIGHTS	401000 - Property Tax - Secured	74,693	73,033	76,500	74,800	(1,700)	74,800	-
5012 ZONE B STREET LIGHTS	401010 - Property Tax - Unsecured	4,072	4,105	16,500	4,100	(12,400)	4,100	-
5012 ZONE B STREET LIGHTS	401020 - Property Tax - Prior Years	176	173	-	300	300	300	-
5012 ZONE B STREET LIGHTS	401030 - Property Tax - Homeowner Exemp	1,298	1,254	1,200	1,300	100	1,300	-
5012 ZONE B STREET LIGHTS	401050 - Property Tax - Teeter/Del Tax	5,695	3,756	-	4,800	4,800	4,800	-
5012 ZONE B STREET LIGHTS	460010 - Interest Income - Investments	(4,036)	669	-	-	-	-	-
5012 ZONE B STREET LIGHTS	464010 - Unrealized Gains/Losses	(1,174)	2,471	-	-	-	-	-
5012 ZONE B STREET LIGHTS	500800 - Parcel Fees	947,338	939,951	932,952	941,300	8,348	943,100	1,800
5012 ZONE B STREET LIGHTS	501100 - Advanced Energy Fees	324	522	400	42,700	42,300	87,300	44,600
5012 ZONE B STREET LIGHTS	509000 - Other Fees	-	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS	801010 - Transfers in - from GENERAL FUND	623,300	675,000	675,000	608,000	(67,000)	620,000	12,000
5012 ZONE B STREET LIGHTS	802006 - Transfers in - from SPCL DIST ADMIN FUND	90,291	-	-	-	-	-	-
5012 ZONE B STREET LIGHTS Total		1,741,978	1,700,935	1,702,552	1,677,300	(25,252)	1,735,700	58,400
5013 ZONE E EXTENDED LANDSCAPE	460010 - Interest Income - Investments	85,100	71,938	70,000	4,346	(65,654)	4,171	(175)
5013 ZONE E EXTENDED LANDSCAPE	464010 - Unrealized Gains/Losses	(10,178)	36,431	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	500600 - Reimbursement Agreement	4,176	1,861	3,800	1,800	(2,000)	1,800	-

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5013 ZONE E EXTENDED LANDSCAPE	500800 - Parcel Fees	2,399,003	2,410,151	2,432,338	2,465,109	32,771	2,487,205	22,096
5013 ZONE E EXTENDED LANDSCAPE	509000 - Other Fees	30	-	100	-	(100)	-	-
5013 ZONE E EXTENDED LANDSCAPE	523050 - Insp Fees - Landscape	-	-	12,000	-	(12,000)	-	-
5013 ZONE E EXTENDED LANDSCAPE	540060 - Landscape Plan Check Fees	-	-	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	580010 - Claims, Judgments, Settltmt	386	6,982	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE	589900 - Other Misc. Revenue	69	-	-	-	-	-	-
5013 ZONE E EXTENDED LANDSCAPE Total		2,478,586	2,527,363	2,518,238	2,471,255	(46,983)	2,493,176	21,921
5110 ZONE C ARTERIAL ST LIGHTS	401000 - Property Tax - Secured	98,919	98,176	90,500	95,900	5,400	95,900	-
5110 ZONE C ARTERIAL ST LIGHTS	401010 - Property Tax - Unsecured	5,503	5,510	6,300	5,600	(700)	5,600	-
5110 ZONE C ARTERIAL ST LIGHTS	401020 - Property Tax - Prior Years	238	232	-	300	300	300	-
5110 ZONE C ARTERIAL ST LIGHTS	401030 - Property Tax - Homeowner Exemp	1,742	1,710	1,000	1,800	800	1,800	-
5110 ZONE C ARTERIAL ST LIGHTS	401050 - Property Tax - Teeter/Del Tax	7,696	5,041	-	6,400	6,400	6,400	-
5110 ZONE C ARTERIAL ST LIGHTS	401100 - ERAF	-	-	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	460010 - Interest Income - Investments	8,500	3,383	4,500	-	(4,500)	-	-
5110 ZONE C ARTERIAL ST LIGHTS	464010 - Unrealized Gains/Losses	(2,759)	27	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	500800 - Parcel Fees	432,491	429,363	426,186	422,000	(4,186)	422,000	-
5110 ZONE C ARTERIAL ST LIGHTS	501100 - Advanced Energy Fees	19,260	43,512	5,000	108,500	103,500	28,700	(79,800)
5110 ZONE C ARTERIAL ST LIGHTS	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5110 ZONE C ARTERIAL ST LIGHTS	801010 - Transfers in - from GENERAL FUND	-	90,000	420,000	288,000	(132,000)	397,000	109,000

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5110 ZONE C ARTERIAL ST LIGHTS Total		571,589	676,955	953,486	928,500	(24,986)	957,700	29,200
5111 ZONE D STANDARD LANDSCAPE	460010 - Interest Income - Investments	5,737	6,172	720	515	(205)	412	(103)
5111 ZONE D STANDARD LANDSCAPE	464010 - Unrealized Gains/Losses	1,470	3,685	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	500600 - Reimbursement Agreement	-	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	500800 - Parcel Fees	1,120,645	1,135,027	1,104,180	1,188,600	84,420	1,198,100	9,500
5111 ZONE D STANDARD LANDSCAPE	509000 - Other Fees	30	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	523050 - Insp Fees - Landscape	-	-	24,000	-	(24,000)	-	-
5111 ZONE D STANDARD LANDSCAPE	540060 - Landscape Plan Check Fees	-	1,680	10,000	-	(10,000)	-	-
5111 ZONE D STANDARD LANDSCAPE	580010 - Claims, Judgemnts, Settltmt	5,624	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5111 ZONE D STANDARD LANDSCAPE Total		1,133,506	1,146,564	1,138,900	1,189,115	50,215	1,198,512	9,397
5112 ZONE M MEDIANS	460010 - Interest Income - Investments	-	3,498	-	409	409	427	18
5112 ZONE M MEDIANS	464010 - Unrealized Gains/Losses	-	5,678	-	-	-	-	-
5112 ZONE M MEDIANS	500800 - Parcel Fees	144,898	150,723	141,531	200,700	59,169	202,700	2,000
5112 ZONE M MEDIANS	509000 - Other Fees	-	-	-	-	-	-	-
5112 ZONE M MEDIANS	523050 - Insp Fees - Landscape	4,021	38,322	30,500	-	(30,500)	-	-
5112 ZONE M MEDIANS	540060 - Landscape Plan Check Fees	9,315	10,196	10,000	-	(10,000)	-	-
5112 ZONE M MEDIANS	580010 - Claims, Judgemnts, Settltmt	-	-	-	-	-	-	-
5112 ZONE M MEDIANS	589900 - Other Misc. Revenue	350	751	-	-	-	-	-
5112 ZONE M MEDIANS	800001 - Transfers in - from OTHER	-	-	-	-	-	-	-
5112 ZONE M MEDIANS	FUNDS	-	-	-	-	-	-	-
5112 ZONE M MEDIANS	801010 - Transfers in - from GENERAL	-	-	-	-	-	-	-
5112 ZONE M MEDIANS	FUND	103,400	103,400	103,400	103,400	-	103,400	-
5112 ZONE M MEDIANS Total		261,984	312,568	285,431	304,509	19,078	306,527	2,018

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5113 CFD#1	402040 - Special Tax Proceeds	1,013,881	965,251	1,000,000	-	(1,000,000)	-	-
5113 CFD#1	404000 - Special Taxes	-	-	-	1,000,000	1,000,000	1,000,000	-
5113 CFD#1	460010 - Interest Income - Investments	24,911	22,722	16,000	25,000	9,000	25,000	-
5113 CFD#1	464010 - Unrealized Gains/Losses	(243)	12,343	-	-	-	-	-
5113 CFD#1	500800 - Parcel Fees	25,305	25,300	25,400	25,400	-	25,400	-
5113 CFD#1	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
5113 CFD#1	805013 - Transfers in - from ZONE "E" EXT LDSC FUND	-	-	-	-	-	-	-
5113 CFD#1 Total		1,063,854	1,025,615	1,041,400	1,050,400	9,000	1,050,400	-
5114 ZONE S	460010 - Interest Income - Investments	1,690	1,169	600	51	(549)	41	(10)
5114 ZONE S	464010 - Unrealized Gains/Losses	(77)	282	-	-	-	-	-
5114 ZONE S	500800 - Parcel Fees	51,966	57,405	53,295	55,800	2,505	56,300	500
5114 ZONE S	509000 - Other Fees	-	-	-	-	-	-	-
5114 ZONE S	523050 - Insp Fees - Landscape	-	-	-	-	-	-	-
5114 ZONE S	540060 - Landscape Plan Check Fees	-	-	-	-	-	-	-
5114 ZONE S	580010 - Claims, Judgments, Settlement	-	-	-	-	-	-	-
5114 ZONE S	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
5114 ZONE S Total		53,579	58,856	53,895	55,851	1,956	56,341	490
6010 ELECTRIC	460000 - Interest Income	-	-	25,000	25,000	-	25,000	-
6010 ELECTRIC	460010 - Interest Income - Investments	32,202	51,141	-	-	-	-	-
6010 ELECTRIC	463050 - Rental Revenue - ENCO	72,277	51,274	55,500	55,500	-	55,500	-
6010 ELECTRIC	464010 - Unrealized Gains/Losses	(3,388)	37,604	-	-	-	-	-
6010 ELECTRIC	500700 - Developer Reimbursement	-	-	-	-	-	-	-
6010 ELECTRIC	501100 - Advanced Energy Fees	-	-	-	-	-	-	-
6010 ELECTRIC	540040 - Engineering Plan Check Fees	136,441	173,639	100,000	100,000	-	100,000	-
6010 ELECTRIC	560010 - Generation	9,121,737	9,853,973	10,641,000	10,996,657	357,657	11,218,630	219,973
6010 ELECTRIC	560020 - Distribution	4,839,095	5,068,006	5,084,000	5,429,282	345,282	5,537,868	108,586
6010 ELECTRIC	560030 - Transmission	-	131,726	812,300	816,325	4,025	832,652	16,327
6010 ELECTRIC	560060 - Special Charges	152,914	136,566	144,100	147,695	3,595	149,991	2,296
6010 ELECTRIC	560070 - Public Purpose Programs	1,025,989	1,415,924	877,200	1,118,589	241,389	1,140,961	22,372
6010 ELECTRIC	560080 - Electricity Fee Refunds	(41,574)	(1,068)	(95,000)	(95,000)	-	(95,000)	-

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6010 ELECTRIC	560090 - Allowance Revenue	-	-	-	400,000	400,000	400,000	-
6010 ELECTRIC	580010 - Claims, Judgments, Settlement	42,710	4,950	-	-	-	-	-
6010 ELECTRIC	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
6010 ELECTRIC	585000 - Replacement Charge Revenue	3,900	-	4,000	4,000	-	4,000	-
6010 ELECTRIC	589050 - Contributed Capital	-	-	-	-	-	-	-
6010 ELECTRIC	589900 - Other Misc. Revenue	137,182	108,015	169,000	119,488	(49,512)	121,878	2,390
6010 ELECTRIC	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
6010 ELECTRIC	802513 - Transfers in - from CDBG RECOVERY ACT OF 2009	107,841	-	-	-	-	-	-
6010 ELECTRIC	803401 - Transfers in - from 2005 LEASE REV BONDS-CAP/ADMIN	-	-	-	-	-	-	-
6010 ELECTRIC	803708 - Transfers in - from CFD#5 STONERIDGE DEBT SVC FND	-	-	-	-	-	-	-
6010 ELECTRIC	805012 - Transfers in - from ZONE "B" ST LIGHT FUND	-	-	-	-	-	-	-
6010 ELECTRIC	805110 - Transfers in - from ZONE "C" ART LIGHT FUND	-	-	-	-	-	-	-
6010 ELECTRIC Total		15,627,325	17,031,750	17,817,100	19,119,536	1,302,436	19,491,480	371,944
6020 2007 TAXABLE LEASE REVENUE BONDS	460010 - Interest Income - Investments	728	438	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	460200 - Interest Income - Other	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	589000 - Bond Proceeds	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS	803701 - Transfers in - from 2005 LEASE REV BONDS-DEBT SVC	-	-	-	-	-	-	-
6020 2007 TAXABLE LEASE REVENUE BONDS Total		728	438	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
6030 2005 LEASE REVENUE BONDS	806010 - Transfers in - from ELECTRIC FUND	-	-	-	-	-	-	-

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6030 2005 LEASE REVENUE								
BONDS Total								
7010 GENERAL LIABILITY INSURANCE	501050 - Other Subpnas/Court Ap	-	529	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	580010 - Claims, Judgemnts, Settlmt	196	(1,098)	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	585000 - Replacement Charge Revenue	200	-	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE	585020 - Administrative Charges	947,684	798,967	808,100	793,152	(14,948)	793,152	-
7010 GENERAL LIABILITY INSURANCE	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
7010 GENERAL LIABILITY INSURANCE Total		948,080	798,398	808,100	793,152	(14,948)	793,152	-
7110 WORKERS' COMPENSATION								
7110 WORKERS' COMPENSATION	483010 - Reimbursements - Other Govts	-	-	-	-	-	-	-
7110 WORKERS' COMPENSATION	580010 - Claims, Judgemnts, Settlmt	-	-	-	-	-	-	-
7110 WORKERS' COMPENSATION	585040 - Accum. Workers Comp. Chg.	-	778,688	781,600	785,600	4,000	785,600	-
7110 WORKERS' COMPENSATION	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
7110 WORKERS' COMPENSATION	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
7110 WORKERS' COMPENSATION Total		-	778,688	781,600	785,600	4,000	785,600	-
7210 TECHNOLOGY SERVICES								
7210 TECHNOLOGY SERVICES	486000 - State Grant-Operating Revenue	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	580010 - Claims, Judgemnts, Settlmt	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	585000 - Replacement Charge Revenue	264,400	-	264,600	633,000	368,400	293,000	(340,000)
7210 TECHNOLOGY SERVICES	585020 - Administrative Charges	4,014,824	3,814,269	3,989,300	3,989,300	-	3,989,300	-

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7210 TECHNOLOGY SERVICES	585060 - Reimbursements-Interfund	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	589900 - Other Misc. Revenue	1,970	391	-	-	-	-	-
7210 TECHNOLOGY SERVICES	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	801010 - Transfers in - from GENERAL FUND	-	1,900,000	238,000	-	(238,000)	-	-
7210 TECHNOLOGY SERVICES	802011 - Transfers in - from PUB/EDUC/GOVT ACCESS PROG FD	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-
7210 TECHNOLOGY SERVICES		4,281,193	5,714,660	4,491,900	4,622,300	130,400	4,282,300	(340,000)
Total								
7310 FACILITIES MAINTENANCE	500600 - Reimbursement Agreement	1,272	1,338	1,700	1,300	(400)	1,300	-
7310 FACILITIES MAINTENANCE	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	580120 - Employee Beverage Service	5,783	5,124	3,100	4,800	1,700	4,800	-
7310 FACILITIES MAINTENANCE	585000 - Replacement Charge Revenue	27,600	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	585010 - In-House Copier Charges	147,884	135,662	-	132,636	132,636	132,636	-
7310 FACILITIES MAINTENANCE	585020 - Administrative Charges	2,756,200	4,047,081	4,076,400	4,342,550	266,150	4,342,550	-
7310 FACILITIES MAINTENANCE	585080 - Security Guard Reimb	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	589900 - Other Misc. Revenue	13,010	385	-	300	300	300	-
7310 FACILITIES MAINTENANCE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	803000 - Transfers in - from FACILITY CONST FUND	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	803750 - Transfers in - from CH COP 97	-	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	807510 - Transfers in - from EQUIP DEBT SERV FUND	1,060,505	-	-	-	-	-	-
7310 FACILITIES MAINTENANCE	807510 - Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	-	-	-	-	-	-	-

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7310 FACILITIES								
MAINTENANCE Total		4,012,254	4,189,590	4,081,200	4,481,586	400,386	4,481,586	-
7410 EQUIPMENT MAINTENANCE	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
7410 EQUIPMENT MAINTENANCE	585000 - Replacement Charge Revenue	3,700	-	3,800	3,800	-	3,800	-
7410 EQUIPMENT MAINTENANCE	585020 - Administrative Charges	489,564	739,470	737,031	794,334	57,303	782,334	(12,000)
7410 EQUIPMENT MAINTENANCE	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
7410 EQUIPMENT MAINTENANCE	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
7410 EQUIPMENT MAINTENANCE	801010 - Transfers in - from GENERAL FUND	114,000	-	-	-	-	-	-
7410 EQUIPMENT		607,264	739,470	740,831	798,134	57,303	786,134	(12,000)
7510 EQUIPT REPLACEMENT								
RESERVE	580010 - Claims, Judgemnts, Settlimt	-	-	-	-	-	-	-
RESERVE	580040 - Fixed Asset Sales/Gains	605	-	-	-	-	-	-
RESERVE	585000 - Replacement Charge Revenue	2,304,055	2,583,422	2,284,402	2,284,402	-	2,284,402	-
RESERVE	589900 - Other Misc. Revenue	-	2,124	-	-	-	-	-
7510 EQUIPT REPLACEMENT		2,304,660	2,585,546	2,284,402	2,284,402	-	2,284,402	-
8010 RDA ADMINISTRATION								
RESERVE Total	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
8010 RDA ADMINISTRATION	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
8010 RDA ADMINISTRATION	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	445,011	-	-	-	-	-
8010 RDA ADMINISTRATION		-	445,011	-	-	-	-	-
Total		1,959	4,500	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	460200 - Interest Income - Other	-	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	461000 - Principal Repayment	-	-	-	-	-	-	-

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8110 RDA CAPITAL PROJECTS	500600 - Reimbursement Agreement	155,390	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	589900 - Other Misc. Revenue	297	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
8110 RDA CAPITAL PROJECTS	Total	162,146	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A	CAP PROJ	798,704	380,808	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A	460010 - Interest Income - Investments	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A	CAP PROJ	(160,085)	140,673	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A	464010 - Unrealized Gains/Losses	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A	CAP PROJ	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A	589000 - Bond Proceeds	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A	CAP PROJ	1,548	2,329	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A	589900 - Other Misc. Revenue	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A	808312 - Transfers in - from RDA 2007TABS, Series A DEBT SV	-	-	-	-	-	-	-
8111 RDA 2007 TABS, SERIES A	CAP PROJ Total	640,167	523,810	-	-	-	-	-
8210 RDA HOUSING FUND	401500 - Tax Increment	3,522,959	1,736,829	-	-	-	-	-
8210 RDA HOUSING FUND	460010 - Interest Income - Investments	163,814	78,103	-	-	-	-	-
8210 RDA HOUSING FUND	460060 - Interest Income - HILP	6,076	-	-	-	-	-	-
8210 RDA HOUSING FUND	460070 - Interest Income - HAP	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	460090 - Interest Inc. - Rental Rehab	23,075	-	-	-	-	-	-
8210 RDA HOUSING FUND	460100 - Interest Inc. - Land Transfer	26,071	-	-	-	-	-	-
8210 RDA HOUSING FUND	460200 - Interest Income - Other	14,228	-	-	-	-	-	-
8210 RDA HOUSING FUND	461060 - Princ. Repayment - HILP	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	461070 - Princ. Repayment- HAP	3,221	-	-	-	-	-	-
8210 RDA HOUSING FUND	461090 - Princ. Repayment- Rental Rehab	25,609	-	-	-	-	-	-
8210 RDA HOUSING FUND	461100 - Princ. Repayment -Land Xfer	178,247	-	-	-	-	-	-
8210 RDA HOUSING FUND	464010 - Unrealized Gains/Losses	(35,457)	(12,387)	-	-	-	-	-
8210 RDA HOUSING FUND	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	589030 - Share Equity - HAP	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	589900 - Other Misc. Revenue	1,871	-	-	-	-	-	-

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8210 RDA HOUSING FUND	800001 - Transfers in - from OTHER FUNDS	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	801010 - Transfers in - from GENERAL FUND	-	-	-	-	-	-	-
8210 RDA HOUSING FUND	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
8210 RDA HOUSING FUND Total		3,929,715	1,802,545	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401080 - Section 33676 2% Increase	1,090,264	557,255	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401500 - Tax Increment	14,091,836	6,947,314	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401510 - Tax Increment Pass Thru	(7,591,298)	(1,615,185)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401530 - Flood Control Agrmnt Pass Thru	(792,666)	(781,573)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401540 - MVUSD Agreement Pass Thru	(792,337)	(408,421)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401550 - Val Verde USD Agrmnt Pass Thru	(7,324)	(1,387)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401560 - RCC Agreement Pass Thru	(158,608)	(81,284)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401570 - PerrisAreaElimSch Agrmnt Pass Thru	(2,733)	(517)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401580 - Perris Jr High Agrmnt Pass Thru	(1,823)	(345)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	401590 - Co. Supt of Schls Agrmnt Pass	(127,439)	(65,300)	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	402010 - Sales Tax - Note No. 1	544,542	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	402020 - Sales Tax - Note No. 2	449,473	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	460000 - Interest Income	-	1,284,154	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	460010 - Interest Income - Investments	594,816	117,357	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	460200 - Interest Income - Other	14,025	5,513	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	461000 - Principal Repayment	31,500	-	-	-	-	-	-

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8311 RDA TAX INCREMENT FUND	464010 - Unrealized Gains/Losses	(96,917)	72,945	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	580040 - Fixed Asset Sales/Gains	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	589020 - Interfund Loan Proceeds	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	802504 - Transfers in - from EPA GRANT - BOX SPRINGS WATER	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	803703 - Transfers in - from TWNGT REF DEBT SERV FUND	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND	808110 - Transfers in - from RDA CAP PROJECT FUND	-	-	-	-	-	-	-
8311 RDA TAX INCREMENT FUND Total		7,245,311	6,030,525	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	460010 - Interest Income - Investments	2	-	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	589000 - Bond Proceeds	-	-	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	808111 - Transfers in - from RDA 2007TABS, SERIES A CAP PRJ	-	-	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
8312 RDA 2007 TABS, SERIES A DEBT SV Total		2	-	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	460010 - Interest Income - Investments	-	-	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV	808311 - Transfers in - from RDA TAX INCREMENT FUND	-	-	-	-	-	-	-
8313 RDA 2007 TABS, SERIES B DEBT SV Total		-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	460010 - Interest Income - Investments	-	(327)	-	15,000	15,000	15,000	-
8884 HOUSING AUTHORITY	460060 - Interest Income - HILP	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	460070 - Interest Income - HAP	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	460080 - Interest Income - HAMR	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	460090 - Interest Inc. - Rental Rehab	-	24,590	-	-	-	-	-
8884 HOUSING AUTHORITY	460200 - Interest Income - Other	-	-	-	-	-	-	-

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 Proposed Operating Budget
 REVENUE DETAIL BY FUND

Fund / Fund Title	Object Description	2010/11 Actual	2011/12 Actual	2012/13 Amended Budget	2013/14 Proposed Budget	Increase (Decrease) over/(under) 2012/13 Projected	2014/15 Proposed Budget	Increase (Decrease) over/(under) 2013/14 Proposed
8884 HOUSING AUTHORITY	461000 - Principal Repayment	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	461050 - Princ. Repayment-Mobile Home	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	461060 - Princ. Repayment - HILP	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	461070 - Princ. Repayment- HAP	-	19,526	-	-	-	-	-
8884 HOUSING AUTHORITY	461080 - Princ. Repayment- HAMR	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	461090 - Princ. Repayment- Rental Rehab	-	12,562	-	-	-	-	-
8884 HOUSING AUTHORITY	461100 - Princ. Repayment -Land Xfer	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	464010 - Unrealized Gains/Losses	-	33,529	-	-	-	-	-
8884 HOUSING AUTHORITY	580040 - Fixed Asset Sales/Gains	-	331,769	-	-	-	-	-
8884 HOUSING AUTHORITY	589030 - Share Equity - HAP	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	589900 - Other Misc. Revenue	-	45	-	-	-	-	-
8884 HOUSING AUTHORITY	804800 - Transfers In - From SUCCESSOR AGENCY ADMIN FUND	-	-	-	-	-	-	-
8884 HOUSING AUTHORITY	808010 - Transfers in - from RDA ADMIN FUND	-	-	2,900,000	-	(2,900,000)	-	-
8884 HOUSING AUTHORITY Total		-	421,693	2,900,000	15,000	(2,885,000)	15,000	-
Grand Total		184,377,391	197,902,848	188,714,568	186,013,057	(2,701,511)	171,864,410	(14,148,647)

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Revenue Adjustments to the City of Moreno Valley Proposed Operating Budget for Fiscal Years 2013/14 – 2014/15

Fund	FY 2013/14 Proposed Budget	Explanation	FY 2013/14 Adjustments	FY 2013/14 Budget
1010 GENERAL FUND	77,839,933	Transfer In from Equipment Replacement Increase for Squad 58 replacement transfer Transfer In from Equipment Replacement Increase for fire thermal cameras	35,404 17,399	77,892,736

Fund	FY 2014/15 Proposed Budget	Explanation	FY 2014/15 Adjustments	FY 2014/15 Budget
1010 GENERAL FUND	78,823,664	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP) Increase for fire thermal cameras	8,699	78,832,363

Expenditure Adjustments to the City of Moreno Valley Proposed Operating Budget for Fiscal Years 2013/14 – 2014/15

Fund	FY 2013/14 Proposed Budget	Explanation	FY 2013/14 Adjustments	FY 2013/14 Budget
1010 GENERAL FUND	77,773,536	Fire Service Reduction move to 13/14 (10 months)	(905,000)	76,868,536
7510 EQUIPT REPLACEMENT- FURN & EQUIP	1,498,600	Transfer to General Fund Increase for Squad 58 replacement transfer Transfer to General Fund Increase for fire thermal cameras	35,404 17,399	1,551,403

Fund	FY 2014/15 Proposed Budget	Explanation	FY 2014/15 Adjustments	FY 2014/15 Budget
1010 GENERAL FUND	79,814,990	Fire Service Reduction move to 13/14 (10 months) Police Service Reduction	(73,734) (1,000,000)	78,741,256
7510 EQUIPT REPLACEMENT- FURN & EQUIP	286,181	Transfer to General Fund Increase for fire thermal cameras	8,699	294,880



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: June 11, 2013

TITLE: ADOPTION OF FY 2013-2014 CAPITAL IMPROVEMENT PLAN

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Resolution No. 2013-45, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations: That the CSD:

1. Acting in its capacity as the President and the Board of Directors of the Community Services District (CSD) of the City of Moreno Valley, adopt Resolution No. CSD 2013-14, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations: That the Housing Authority:

1. Acting in its capacity as the Chairman and the Board of Directors of the Moreno Valley Housing Authority (HA) of the City of Moreno Valley, adopt Resolution No. HA 2013-04, approving the Capital Improvement Plan as the capital budget for the Moreno Valley Housing Authority for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Recommendations: That the City Council as Successor Agency:

1. Acting in its capacity as the Successor Agency (SA) to the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. SA 2013-04 approving the Capital Improvement Plan as the capital budget for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013-2014 including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

BACKGROUND

The purpose of the Proposed CIP is to identify needed improvements and establish long-term funding priorities. The Proposed CIP contains the list of projects comprising the budget and expenditures that will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

DISCUSSION

The Proposed CIP identifies and projects the costs of constructing the following types of projects anticipated through build-out of the City:

- Street Improvements
- Buildings
- Electric Utility
- Parks
- Underground Utilities
- Bridges
- Drainage, Sewers, and Waterlines
- Landscaping
- Traffic Signals

City staff has completed a full review of all project needs through “build-out” of the City. The priorities, as proposed, are based on status and funding of existing projects, availability of matching federal, state, or regional grant funds, and anticipated development trends within the City.

During the Study Session on May 21, 2013, City Council had an opportunity to review the project forms in the FY 2013–2014 Proposed CIP and staff subsequently incorporated necessary revisions resulting from receiving updated information. All revisions are documented in Attachment 5.

Capital Budget Adoption Actions

Revisions to the Proposed Capital Improvement Plan (Attachment 5) - This is a list of revisions, resulting from receiving updated information, that were incorporated in the Proposed CIP following the Study Session on May 21, 2013. The list includes proposed revisions to the Proposed CIP that would, upon approval, be incorporated in the

Adopted CIP. By incorporating Revisions to the Proposed CIP, the Adopted CIP, as the capital budget for the City of Moreno Valley for FY 2013-2014, will be a more accurate document.

Resolutions Adopting the Capital Improvement Plan for FY 2013-2014 (Attachments 1, 2, 3, and 4) - As a long-standing best practice, each of the City's primary entities (the City, CSD, HA, and SA) will adopt separate resolutions to approve their respective budget.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for implementing the planning, design, and construction of necessary capital improvements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the planning, design, and construction of necessary capital improvements.*

FISCAL IMPACT

Projects have been identified as funded, partially funded, and unfunded for FY 2013-2014 through FY 2017-2018 and Beyond. The Capital Improvement Plan provides the funding and expenditure plan for FY 2013-2014. This year's budget includes \$22.8 million in new capital requests plus \$51.3 million in carryover appropriations from FY 2012-13.

Following adoption of the Capital Improvement Plan, a staff report will be presented at the June 25, 2013 City Council meeting to request the redistribution and reallocation of the Successor Agency funds (Fund 4821), to provide funding for the proposed projects. The staff report will also request that the budget for all other projects currently funded with Successor Agency funds be funded by the Capital Project Reimbursement fund (Fund 3008). All CIP forms impacted by this upcoming staff report currently reflect the proposed adjustments and may be modified later, based on Council direction.

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:

Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts (including home rehabilitation) and neighborhood restoration.

SUMMARY

Staff recommends that the City, CSD, HA, and SA adopt the Resolutions Adopting the Capital Improvement Plan for Fiscal Year 2013-2014 (Attachments 1, 2, 3, and 4), approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley, Community Services District, Moreno Valley Housing Authority and the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for FY 2013-2014, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment 5).

ATTACHMENTS

- Attachment 1: Proposed City Council Resolution
- Attachment 2: Proposed Community Services District Resolution
- Attachment 3: Proposed Housing Authority Resolution
- Attachment 4: Proposed Successor Agency Resolution
- Attachment 5: Revisions to the Proposed Capital Improvement Plan

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

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

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

Concurred By:
Richard Teichert
Chief Financial Officer/City Treasurer

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

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RESOLUTION NO. 2013-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2013-2014

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Capital Improvement Plan (CIP) for the City for FY 2013-2014, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the City; and

WHEREAS, the City Council has made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The Proposed CIP, as amended by the City Council per the Revisions to the Proposed Capital Improvement Plan (Attachment 5), is hereby approved and adopted as the capital budget of the City of Moreno Valley for the FY 2013-2014.
2. The projects are hereby appropriated as the capital budget for said fiscal year.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

1
Resolution No. 2013-45
Date Adopted: June 11, 2013

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2013-45²
Date Adopted: June 11, 2013

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. 2013-45 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem, and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2013-45³
Date Adopted: June 11, 2013

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RESOLUTION NO. CSD 2013-14

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2013-2014

WHEREAS, the City Manager has heretofore submitted to the President and Board of Directors of the Moreno Valley Community Services District a Proposed Capital Improvement Plan (CIP) for the Agency for FY 2013-2014, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Community Services District; and

WHEREAS, the President and the Board of Directors have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed CIP, as amended by the President and the Board of Directors per the Revisions to the Proposed Capital Improvement Plan (Attachment 5), is hereby approved and adopted as the capital budget of the Community Services District for the FY 2013-2014.
2. The projects are hereby appropriated as the capital budget for said fiscal year.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

1
Resolution No. CSD 2013-14
Date Adopted: June 11, 2013

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

2
Resolution No. CSD 2013-14
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2013-14 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President, and President)

SECRETARY

(SEAL)

3
Resolution No. CSD 2013-14
Date Adopted: June 11, 2013

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RESOLUTION NO. HA 2013-04

A RESOLUTION OF THE MORENO VALLEY HOUSING
AUTHORITY OF THE CITY OF MORENO VALLEY,
CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT
PLAN FOR FY 2013-2014

WHEREAS, the City Manager has heretofore submitted to the Chairperson and the Board of Directors of the Moreno Valley Housing Authority a Proposed Capital Improvement Plan (CIP) for the Agency for FY 2013-2014, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Moreno Valley Housing Authority; and

WHEREAS, the Chairperson and the Board of Directors have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Moreno Valley Housing Authority to make adequate financial plans and will ensure that Authority officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY HOUSING AUTHORITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed CIP, as amended by the Chairperson and the Board of Directors per the Revisions to the Proposed Capital Improvement Plan (Attachment 5), is hereby approved and adopted as the capital budget of the Moreno Valley Housing Authority for the FY 2013-2014.
2. The projects are hereby appropriated as the capital budget for said fiscal year.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

1
Resolution No. HA 2013-04
Date Adopted: June 11, 2013

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley,
Acting in the capacity of Chairperson of the
Moreno Valley Housing Authority

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Housing Authority

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Housing Authority

2
Resolution No. HA 2013-04
Date Adopted: June 11, 2013

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2013-04 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 11th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice Chairperson, and Chairperson)

SECRETARY

(SEAL)

Resolution No. HA 2013-04³
Date Adopted: June 11, 2013

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RESOLUTION NO. SA 2013-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FY 2013-2014

WHEREAS, the City Manager has heretofore submitted to the Chairperson and Agency Members of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley a Proposed Capital Improvement Plan (CIP) for the Agency for Fiscal Year 2013-2014, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Successor Agency; and

WHEREAS, the Chairperson and Agency Members have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Successor Agency to make adequate financial plans and will ensure that Agency Members can administer their respective functions in accordance with such plans.

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

1. The Proposed CIP, as amended by the Chairperson and Agency Members per the Revisions to the Proposed Capital Improvement Plan (Attachment 5), is hereby approved and adopted as the capital budget of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for the FY 2013-2014.
2. The projects are hereby appropriated as the capital budget for said fiscal year.
3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2013, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

Resolution No. SA 2013-04
Date Adopted: June 11, 2013

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor of the City of Moreno Valley
acting in the capacity of Chairperson
of the Successor Agency to the
Community Redevelopment
Agency of the City of Moreno Valley

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that SA Resolution No. 2013-04 was duly and regularly adopted by the City Council serving as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley at a meeting thereof held on the 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairperson, and Chairperson)

SECRETARY

(SEAL)

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CITY OF MORENO VALLEY
REVISIONS TO THE PROPOSED CAPITAL IMPROVEMENT PLAN
FY 2013-2014 CIP BUDGET
(Revisions Impacting Project Funding in FY 2013-2014 Only)

Funded Projects

Reference Page No.	Project Name	Submitted Amount (\$)	Revised Amount (\$)	Reason/Justification
S-11	Auto Mall Street Upgrades	10,000	16,978	Updated Carryover to FY 2013-2014
S-16	Day Street Improvements / Alessandro Boulevard to Cottonwood Avenue	112,000	111,594	Updated Carryover to FY 2013-2014
S-17	Day Street Improvements / SR-60 to Ironwood Avenue (formerly Ironwood Avenue Improvements / Day Street to Barclay Drive)	1,023,963	1,105,963	Updated Carryover to FY 2013-2014
S-24	Indian Street / Manzanita Street Intersection Improvements	123,552	102,552	Updated Carryover to FY 2013-2014
S-34	SR-60 / Moreno Beach Drive South Side of Interchange (Phase 1)	2,000,000	4,958,583	¹ Updated New Request and Carryover to FY 2013-2014
S-53	SR-60 / Moreno Beach Drive Interchange (Phase 2)	1,008,509	108,509	² Updated New Request and Carryover to FY 2013-2014
S-54	SR-60 / Theodore Street Interchange	124,538	127,538	Updated Carryover to FY 2013-2014
BR-4	SR-60 / Nason Street Overcrossing Bridge	7,074,480	8,074,480	Updated Carryover to FY 2013-2014
B-5	City Council Chamber Renovation and Television Broadcasting Equipment Upgrade	No Change	No Change	³ Project Revised to Commence in FY 2012-2013
B-13	Morrison Park Fire Station	10,000	110,000	Updated Carryover to FY 2013-2014
D-6	Indian Basin, Appurtenant Storm Drain and Miscellaneous Street Improvements	0	0	Updated CY Projected Expenditure FY 2012-2013
-	MVU-0021 MoVal 115kV Substation WDAT Increase	0	100,000	Project Added to Proposed CIP (Now Page E-5)
O-3	Citywide Camera Surveillance System	0	540,000	Updated Carryover to FY 2013-2014

¹ New Request of \$1,800,000 eliminated.

² New Request of \$900,000 eliminated.

³ New Request of \$500,000 eliminated.

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APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Interim Community & Economic Development Director

AGENDA DATE: June 11, 2013

TITLE: MEMORANDUM OF UNDERSTANDING REGARDING NEW TENANT FOR WESTRIDGE BUSINESS PARK

RECOMMENDED ACTION

Recommendation:

1. Approve the Memorandum of Understanding with AI California LLC regarding the development and occupancy of the Westridge Business Park.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The Westridge Business Park is an approved 935,000 square foot warehouse industrial building on property on the south side of the Moreno Valley Freeway west of Redlands Boulevard. AI California LLC, a subsidiary of Aldi, is an international grocery retailer with over 1,200 stores in the United States. The warehouse industrial building will serve as Aldi's regional headquarters for their expansion into California and the southwest, with employment on-site of 200. Construction and fixtures for the building are estimated at \$55 million. The proposed facility will also result in several hundred additional jobs related to delivery and other contract services. In advance of embarking on this major investment, AI has requested that the City enter into a Memorandum of Understanding (MOU) for the project.

DISCUSSION

The specific points of the MOU are as follows:

1. Expedited review of revisions to the approved Westridge Business Park plans. Preliminary review of the proposed revisions, which are identified generally in the MOU, indicates that they are relatively minor and consistent with the approved plans. Based on similar changes to other industrial warehouse projects in the City, staff is confident that they can meet the proposed expedited review schedule. Staff also believes that the scale and quality of the project justifies expedited processing.
2. Cap on review fees for the proposed revisions. Due to the minor nature of the changes and similar changes to other projects in the City, staff finds the cap to be a reasonable figure which can cover all required reviews.
3. Development impact fees and allocations. The proposed credits will be in compliance with existing City procedures relative to the collection and allocation of development impact fees. The final allocation of such fees will require the amendment of existing agreements with the original developer of Westridge. The developer is in agreement with the amendment, which will be processed in accordance with existing City policy. Therefore, staff is supportive of this commitment.
4. Expedited plan check review and phased approvals and occupancy. The proposed timeframes and phasing processes proposed are consistent with existing City policy for expedited review and phased approvals and occupancy on projects City-wide.
5. Time and Materials program eligibility. The scale of the project qualifies it for time and materials program billing consistent with existing City policy. Use of this program should result in significant savings to the company when compared with fixed review and inspection fees. The City will also be fully compensated for all services provided on the project.
6. Economic Development Utility Rate. The project proposes to use a new tier in the City's economic development utility rate schedule. The project will comply with the new tier by providing a regional headquarters facility with at least 200 employees and at least 200,000 square feet of refrigerated storage. The creation of the new tier will require separate action by the City Council.
7. Workforce Development. The City will work closely with the company and the Riverside County Workforce Development center to assist in recruitment efforts. This is a standard service offered by the City's economic development program to all new and expanding companies.
8. Economic Development Ombudsperson. An economic development staff member will be assigned to coordinate with the company and City staff on the

processing of the project. This service is provided routinely by the City for priority projects City wide.

The quality of Aldi as a company would make it a great addition to Moreno Valley. They are known for providing quality products at an affordable price and for providing employment with good pay and benefits relative to their peers, resulting in a high level of employee retention and loyalty. In addition, the company is anticipated to provide substantial economic benefits to the City and community through tax revenues and local expenditures by employees and corporate contracts. As a regional headquarters, the company would also provide the City greater exposure far beyond the City limits.

ALTERNATIVES

1. Approve the MOU as proposed. This will facilitate the timely development of the proposed project and the creation of resulting benefits to the community. **Staff recommends this alternative.**
2. Not approve the MOU. This will result in no project development, precluding the creation of financial and employment benefits to the community. **Staff does not recommend this alternative.**

FISCAL IMPACT

The MOU is not anticipated to result in any additional costs to the City's General Fund. The development of the project will create substantial additional revenues to the City's General Fund in the form of property and utility taxes. General Fund service costs for the facility (mostly Police and Fire) are anticipated to be relatively low.

NOTIFICATION

Notification has been provided by posting on the City Council agenda.

ATTACHMENTS

1. Proposed Memorandum of Understanding.

Prepared By:
John C. Terrell, AICP
Interim Community & Economic Development Director

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

To be submitted under separate cover.

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ORDINANCE NO. 868

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING P12-117 (SPECIFIC PLAN AMENDMENT) AMENDING CHAPTER III OF THE MORENO VALLEY INDUSTRIAL AREA PLAN (SP 208) TO INCLUDE EMERGENCY SHELTERS AS A PERMITTED USE IN THE INDUSTRIAL SUPPORT AREAS

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3. The project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 as defined by Section 15378 of the CEQA Guidelines.

SECTION 2: FINDINGS

2.1 With respect to the proposed change to Chapter III of the Moreno Valley Industrial Area Plan (SP 208), and based upon substantial evidence presented to the City Council during the public hearing on May 28, 2013, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The proposed Specific Plan Amendment is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. Prior to enactment California State Senate Bill 2 (SB 2), housing element law required local governments to identify zoning to encourage and facilitate the development of emergency shelters. SB 2 strengthened these requirements. Most prominently, housing element law now requires the identification of a zone(s) where emergency shelters are permitted without a conditional use permit or other discretionary action. To address this requirement, a local government may amend an existing zoning district, establish a new zoning district or establish an overlay zone for existing

zoning districts. For example, some communities may amend one or more existing commercial zoning districts to allow emergency shelters without discretionary approval. The zone(s) must provide sufficient opportunities for new emergency shelters in the planning period to meet the need identified in the analysis and must in any case accommodate at least one year-round emergency shelter.

The 2008-2014 Housing Element Update included the need to amend Specific Plan 208 (the Moreno Valley Industrial Area Specific Plan at the southern end of the City) to add emergency shelters as a permitted use in compliance with SB 2 and adopt development standards for the use. The Moreno Valley Industrial Area Specific Plan (SP 208) was identified for this use due to the fact while homeless shelters are a permitted use in the public zone; there are no longer publicly zoned sites in the city that are available and/or appropriate for housing and shelter uses.

The amendment to SP 208 to add emergency shelters as a permitted use and adopt development standards for that use will bring the City into conformance with its certified housing element, which is part of the General Plan.

2. Conformance with Specific Plan Policies – The proposed use is consistent with any applicable Specific Plan.

FACT: The proposed Specific Plan Amendment is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the Moreno Valley Industrial Area Plan (SP 208). Prior to enactment California State Senate Bill 2 (SB 2), housing element law required local governments to identify zoning to encourage and facilitate the development of emergency shelters. SB 2 strengthened these requirements. Most prominently, housing element law now requires the identification of a zone(s) where emergency shelters are permitted without a conditional use permit or other discretionary action. To address this requirement, a local government may amend an existing zoning district, establish a new zoning district or establish an overlay zone for existing zoning districts. For example, some communities may amend one or more existing commercial zoning districts to allow emergency shelters without discretionary approval. Emergency shelters are proposed in the “Industrial Support Areas” of the SP 208, which is similar to the Community Commercial (CC) Zoning District found outside of the specific plan area.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed Specific Plan Amendment will not adversely affect the public health, safety or general welfare. This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15061 as defined by Section 15378 of the CEQA Guidelines.

There is no project/development associated with the proposed Specific Plan Amendment. It is administrative in nature with no negative impacts on the environment.

SECTION 3: SPECIFIC PLAN AMENDMENT

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts the Specific Plan Amendment to amend Chapter III of the Moreno Valley Industrial Area Plan (SP 208) by adding the following under the Development Standards and Guidelines:

Section D of the Development Standards and Guidelines includes the Industrial Land Use Table, which will be revised to include “Emergency Shelters” as a permitted use under “COMMERCIAL/SERVICE” as shown below:

INDUSTRIAL AREA USES	<i>Industrial</i>	Ind. Support Areas	<i>300' From Residential</i>
COMMERCIAL/SERVICE			
<i>Emergency Shelters</i>		<i>P</i>	

(Emergency Shelters will be added alphabetically between “Eating & Drinking Establishments and Rentals” and “Food & Beverage Sales” on Page III-4).

Section F - Land Use Definitions (begins on Page III-5) will be revised to include the following definition of “Emergency Shelters”:

Emergency Shelters (California Health and Safety Code Section 50801(e)) means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

(Emergency Shelters will be added alphabetically between “Eating & Drinking Establishments and Rentals” and “Food & Beverage Sales” on Page III-10).

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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Ordinance No. 868
Date Adopted: June 11, 2013

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. 868 had its first reading on May 28, 2013, and had its second reading on June 11, 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 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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Ordinance No. 868
Date Adopted: June 11, 2013

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ORDINANCE NO. 869

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A MUNICIPAL CODE AMENDMENT (PA12-0028) AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY ADDING THE FOLLOWING REGULATIONS: EMERGENCY SHELTERS, FARM WORKER HOUSING, SINGLE ROOM OCCUPANCY UNITS (SRO), REASONABLE ACCOMMODATION PROCEDURES AND AMENDING THE MUNICIPAL CODE TO INCLUDE MINOR TECHNICAL CLEAN UPS

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3. The project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 as defined by Section 15378 of the CEQA Guidelines.

SECTION 2: FINDINGS:

Based on substantial evidence presented to this City Council during its public hearing on May 28, 2013, including written and oral staff reports and the record from the public hearing, this City Council hereby finds as follows:

1. Conformance with General Plan Policies – The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. Approval of the 2008-2014 Housing Element included the need to amend the municipal code in regards to Emergency Shelters, Farm Worker Housing, Single Room Occupancy Units (SRO) and adoption of Reasonable Accommodation Procedures. The approval of the code amendment is necessary for the City to meet its Housing Element requirements.

2. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or general welfare.

FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment deals with administrative matters that would not cause a physical effect on the environment.

3. Conformance with Zoning Regulations – The proposed amendment is consistent with the purposed and intent of Title 9.

FACT: The amendments to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9. As such, it furthers the specific purpose and intent of Title 9 to “implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan.

SECTION 3: MUNICIPAL CODE AMENDED:

3.1 Chapter 9.15.030 will be revised as shown below with the definition of “Homeless shelter” deleted and the new definition of “emergency shelter” added into the section in alphabetical order:

Emergency Shelters (California Health and Safety Code Section 50801(e)) means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

3.2 Chapter 9.09 Specific Use Development Standards will be revised to include “emergency shelter development standards as followed:

9.09.170 Emergency homeless shelters

A. Purpose and Intent. The purpose of this section is to permit emergency shelters and to ensure that they do not adversely impact adjacent properties and surrounding neighborhoods consistent with the goals, objectives and policies of the general plan.

B. Applicability. Emergency shelters shall be permitted in the Community Commercial (CC), Office Commercial (OC), Office (O), Public (P), Industrial (I), and Business Park-Mixed Use (BPX) zoning districts subject to a conditional use permit, the property development standards of the underlying district, and all applicable local, state and federal laws, including the standards in subsection D of this section.

Emergency shelters shall be permitted without a conditional use permit or other discretionary action within the Moreno Valley Industrial Area Specific Plan (SP 208).

C. Any additional requirements imposed by the State Department of Housing and Community Development through its oversight; and

D. Additional development standards, which shall take precedence should they be in conflict with those found in Sections 9.04.040 and 9.05.040:

1. The maximum number of clients permitted to be served (eating, showering, and/or sleeping) nightly shall not exceed one per one hundred twenty-five square feet of floor area,
2. Off-street parking shall be provided based on one space for every six clients and one space for every employee, manager, and/or supporting staff member on site at the same time. Off-street parking shall be developed per Chapter 9.11.040 of the Moreno Valley Municipal Code.
3. The interior intake waiting area for a facility shall include a minimum of ten square feet per bed,
4. The exterior intake waiting area shall be screened from public and/or private view by a six-foot block wall and landscaping,
5. A storage area shall be provided at a rate of five square feet for each bed. Such storage area need not be provided adjacent to client sleeping area,
6. At least one toilet and one shower shall be provided for each fifteen beds,
7. No portion of any emergency homeless shelter shall be located within three hundred feet of another emergency homeless shelter that is currently built, or that is approved to be built,
8. No portion of an emergency homeless shelter shall be located within five hundred feet of property zoned for residential use,
9. No portion of an emergency homeless shelter shall be located within one-quarter mile of a “soup kitchen” or other similar congregate meal facility, measured property line-to-property line, and
10. Lighting shall be provided in all parking, exterior (outside) intake and/or waiting areas, outside common areas and along the periphery of the building and facility. Such lighting shall be in conformance with Chapter 9.08.100 of the Moreno Valley Municipal Code.

3.3 The Permitted Uses Table (Table 9.02.020-1) of Section 9.02.020 will be amended by replacing the term “Homeless Shelter” with “Emergency Shelter” in the permitted use table as follows:

	CC	OC	O	P	I	BPX
<i>Emergency Shelter</i> ¹⁴	C	C	C	X	C	C

With the above change to the Permitted Uses Table, the following will be added to the “Notes” section at the end of Table 9.02.020-1:

(14) Use is also permitted in the Moreno Valley Industrial Area Plan (SP 208)

3.4 Chapter 9.15.030 will be revised as shown below to include the new definition of “farmworker housing” into the section in alphabetical order:

“Farmworker housing” means housing that is occupied by farmworkers or farmworkers and their households. Farm worker housing is allowed in all multiple-family zones (R-10, R-15, R-20, and R-30).

3.5 Chapter 9.09 Specific Use Development Standards will be revised to include “Farm worker housing as followed:

9.09.180 Farm worker housing

A. Purpose and Intent. The purpose of this section is to permit farm worker housing and to ensure that it does not adversely impact adjacent properties and surrounding neighborhoods consistent with the goals, objectives and policies of the general plan.

B. Applicability. Nothing in this code shall prohibit the use of a Multiple Family unit from housing farm workers in the same manner as a family defined within Chapter 9.15.030 of this code.

3.6 The Permitted Uses Table (Table 9.02.020-1) of Section 9.02.020 will be amended to add “Farm worker housing” to the permitted use table as follows:

	R10	R15	R20	R30
Farm worker housing	X	X	X	X

3.7 Chapter 9.15.030 will be revised as shown below to include the new definition of “Single room occupancy (SRO) facility” into the section in alphabetical order:

“Single room occupancy (SRO) facility” means a structure consisting of six or more units, each of which is designed for occupancy by no more than two persons, which also has bathing facilities, that may or may not have partial kitchen facilities, and which is occupied as a primary residence by its occupants. The definition of SRO does not include residential care homes, senior housing projects, rooming and boarding houses, hotels and motels, bed and breakfast lodging, extended care facilities or hospitals.

3.8 Chapter 9.09 Specific Use Development Standards will be revised to include “Single room occupancy (SRO) facility as followed:

9.09.190 Single room occupancy (SRO) facility

A. Purpose and Intent. The purpose of this section is to permit Single room occupancy (SRO) facilities and to ensure that they do not adversely impact adjacent properties and surrounding neighborhoods consistent with the goals, objectives and policies of the general plan.

B. Applicability. Single room occupancy (SRO) facilities shall be permitted in the Community Commercial (CC) zoning district and are subject to the property development standards of the underlying district, and all applicable local, state and federal laws, including the standards in subsection D of this section.

Single room occupancy (SRO) facilities shall be permitted in the Mixed Use Districts Overlay and Residential 30 (R30), subject to a conditional use permit, the property development standards of the underlying district, and all applicable local, state and federal laws, including the standards in subsection D of this section.

C. Tenant occupancy and income restrictions.

1. Length of tenancy. Rental units shall be established for weekly and monthly tenancies only. Deposit requirements shall be specified for each type of tenancy.
2. Tenant income restrictions. SRO developments shall be restricted to low and very low-income individuals as defined by the general plan housing element. This restriction shall not apply to an SRO project’s twenty-four-hour resident manager.

D. Property Development Standards. The following standards shall apply to Single room occupancy (SRO) facilities:

1. A single room occupancy facility shall have only one ingress/egress for residents, except for required emergency exit(s).
2. Each single room occupancy unit shall contain a minimum of two hundred twenty square feet, including a minimum ten square feet of storage space.

3. Each single room occupancy unit shall contain a bathroom consisting of, at a minimum, one commode, one lavatory and one shower.
4. Each single room occupancy unit shall contain kitchen facilities consisting of, at a minimum, a microwave oven, a sink and a refrigerator. If stoves are not provided in each unit, then stoves shall be provided in a common kitchen area accessible to the entire SRO project.
5. Off-street parking must be provided at a rate of one space per three rooming units plus one space per two employees on the largest shift, but not less than two spaces plus one space per vehicle used in the operation of the SRO.
6. Each single room occupancy facility shall provide one-half secure bicycle parking facilities for each unit. Any partial spaces in this calculation shall be rounded up to the next whole facility.
7. SRO projects shall have at least 10 square feet of common usable open space per unit; however, no SRO project shall provide less than 200 square feet of common outdoor open space and 200 square feet of common indoor open space. Maintenance areas, laundry facilities, storage (including bicycle storage), and common hallways shall not be included as usable indoor common space. Landscape areas that are less than eight feet wide shall not be included as outdoor common space.
8. Laundry facilities that have a minimum of two washers and two dryers must be provided in a separate room. Additional washers and dryers must be provided for any development that has more than 20 units at the ratio of one washer and one dryer for every additional 20 units.
9. Twenty-four-hour on-site management must be provided at an SRO with seven or more units and shall include a dwelling unit designated for the manager.
10. All SRO projects must have a management plan approved by the City of Moreno Valley Planning Director. The management plan shall contain management policies, maintenance plans, rental procedures, tenant rules, and security procedures.
11. A mailbox shall be provided for each SRO unit.
12. Each SRO project shall provide a centralized trash area.

3.9 The Permitted Uses Table (Table 9.02.020-1) of Section 9.02.020 by adding "Single room occupancy (SRO) facilities" to the permitted use table as follows:

	R30	MUI	MUC	MUN	CC
--	-----	-----	-----	-----	----

<i>Single Room Occupancy (SRO) Facility</i>	C	C	C	C	X
---	---	---	---	---	---

3.10 Chapter 9.09 – Specific Use Development Standards will be renumbered as follows:

Chapter 9.09 SPECIFIC USE DEVELOPMENT STANDARDS

- 9.09.010 Purpose and intent.
- 9.09.020 Applicability.
- 9.09.030 Adult businesses.
- 9.09.040 Communication facilities, antennas and satellite dishes.
- 9.09.050 Arcades and video machines.
- 9.09.060 Automobile dealerships, automobile rental and the display of vehicles, vessels and other personal property.
- 9.09.070 Vehicle repair facilities.
- 9.09.080 Drive-in, drive-through, fast food and take-out restaurants.
- 9.09.090 Agricultural and animal uses.
- 9.09.100 Outdoor recreational facilities.
- 9.09.110 Recycling facilities.
- 9.09.120 (Space Reserved)
- 9.09.130 Second dwelling units.
- 9.09.140 Self-storage warehouses.
- 9.09.150 Senior and handicapped housing.
- 9.09.160 Residential care facilities.
- 9.09.170 Emergency shelters
- 9.09.180 Farm worker housing
- 9.09.190 Single room occupancy (SRO) facilities
- 9.09.200 Service stations.
- 9.09.201 Sidewalk cafés.
- 9.09.202 Swimming pools, spas and recreational courts.
- 9.09.203 Mobile home parks.
- 9.09.204 Wind energy systems.
- 9.09.205 Model homes.
- 9.09.206 Monument signage.
- 9.09.207 Indoor malls.

3.11 Chapter 9.02 will be revised to include reasonable accommodation procedures as follows:

9.02.320 Reasonable accommodation procedures

A. Purpose and Intent. It is the purpose of this section to provide reasonable accommodations in the city’s zoning and land use regulations, policies, and practices when needed to provide an individual with a disability an equal opportunity to use and enjoy a dwelling.

B. Definitions. The following terms as used in this section shall, unless the context clearly indicates otherwise, have the following meanings:

“Applicant” means a person, business, or organization making a written request to the city for reasonable accommodation in the strict application of the city’s zoning and land use laws, rules, policies, practices and/or procedures.

“Disabled person” or “person with a disability” means an individual who has a physical or mental impairment that limits one or more of that person’s major life activities; anyone who is regarded as having such impairment; or anyone who has a record of having such an impairment. Such an impairment shall not include an individual’s current, illegal use of a controlled substance.

“Fair Housing Laws” means the “Federal Fair Housing Act” (42 U.S.C. Section 3601, et seq.), the Americans with Disabilities Act, and the “California Fair Employment and Housing Act” (California Government Code Section 12900, et seq.), as these statutes now exist or may be amended from time to time, and each Act’s implementing regulations.

“Reasonable accommodation” means any deviation requested and/or granted from the strict application of the city’s zoning and land use laws, rules, policies, practices and/or procedures.

C. Authority of the Planning Official. The planning official is hereby designated to approve, conditionally approve, or deny, without public hearing, all applications for a reasonable accommodation.

D. Procedure for Application Review.

1. Applicant. A request for a reasonable accommodation may be made by any person with a disability, his or her representative, or a developer or provider of housing for individuals with a disability.

2. Application. An application for a reasonable accommodation shall be made on a form provided by the planning department. No fee shall be required for a request for reasonable accommodation, but if the project requires another discretionary permit, then the prescribed fee shall be paid for all other discretionary permits. If an individual needs assistance in making the request for reasonable accommodation, the city will provide assistance to ensure that the process is accessible.

3. Other Discretionary Permits. If the project for which the request for reasonable accommodation is made requires another discretionary permit or approval, the applicant may file the request for reasonable accommodation together with the application for the other discretionary permit or approval. The processing procedures of the discretionary permit shall govern the joint processing of both the reasonable accommodation and the discretionary permit.

4. Required Submittals. An application for a reasonable accommodation shall include the following:

- a. Documentation that the applicant is: (i) a person with a disability, (ii) applying on behalf of one or more persons with a disability, or (iii) a developer or provider of housing for one or more persons with a disability;
- b. The name and address of the individual(s) requesting the reasonable accommodation;
- c. The name and address of the property owner(s);
- d. The address of the property for which accommodation is requested;
- e. A description of the reasonable accommodation requested by the applicant;
- f. An explanation of how the specific reasonable accommodation requested by the applicant is necessary to provide one or more persons with a disability an equal opportunity to use and enjoy the residence;
- g. Where applicable, documentation that the requested accommodation is designed and constructed pursuant to Title 24 of the California Code of Regulations to allow access, circulation and full use of the building and facilities by persons with disabilities.

5. The planning director may request additional information from the applicant if the application does not provide sufficient information for the city to make the findings required in subsection E.

E. Basis for Approval or Denial of a Reasonable Accommodation.

1. Findings. The written decision shall be based on the following findings, all of which are required for approval:

- a. The requested accommodation is requested by or on behalf of one or more persons with a disability protected under the Fair Housing Laws;
- b. The requested accommodation is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy a dwelling;
- c. The requested accommodation will not impose an undue financial or administrative burden on the city;
- d. The requested accommodation will not result in a fundamental alteration in the nature of the city's zoning program;
- e. The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health or safety of other individuals or substantial physical damage to the property of others.

2. In determining whether the requested reasonable accommodation is necessary to provide one or more disabled persons an equal opportunity to use

and enjoy a dwelling, the city may consider, but is not limited to, the following factors:

- a. Whether the requested accommodation will affirmatively enhance the quality of life of one or more individuals with a disability;
- b. Whether the individual or individuals with a disability will be denied an equal opportunity to enjoy the housing type of their choice absent the accommodation;
- c. In the case of a residential care facility, whether the requested accommodation is necessary to make facilities of a similar nature or operation economically viable in light of the particularities of the relevant market and market participants;
- d. In the case of a residential care facility, whether the existing supply of facilities of a similar nature and operation in the community is sufficient to provide individuals with a disability an equal opportunity to live in a residential setting.

3. In determining whether the requested reasonable accommodation would require a fundamental alteration in the nature of the city's municipal code, the city may consider, but is not limited to, the following factors:

- a. Whether the requested accommodation would fundamentally alter the character of the neighborhood;
- b. Whether the accommodation would result in a substantial increase in traffic or insufficient parking;
- c. Whether granting the requested accommodation would substantially undermine any express purpose of either the city's general plan or an applicable specific plan;
- d. In the case of a residential care facility, whether the requested accommodation would create an institutionalized environment due to the number of and distance between facilities that are similar in nature or operation.

4. Rules While Decision is Pending. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

F. Notice of Decision.

1. The planning director shall issue a written determination to approve, conditionally approve, or deny a request for a reasonable accommodation. The planning director may elect to forward the matter to the planning commission for consideration of the application.

2. Appeals of the director's action shall be made in accordance with Section 9.02.240.

G. Expiration, Time Extension, Violation, Discontinuance, and Revocation.

1. Expiration. Any reasonable accommodation approved in accordance with the terms of this Section shall expire within twenty-four months from the effective date of the approval, or at an alternative time specified as a condition of the approval, unless:

- a. A building permit has been issued and construction has commenced;
- b. A certificate of occupancy has been issued;
- c. The use is established; or
- d. A time extension has been granted.

2. Time Extension.

a. The planning director may, upon an application being filed prior to expiration and for good cause, grant a time extension of up to three one-year extensions of time. Each extension of time shall be granted in one-year increments only. Upon granting of an extension, the planning director shall ensure that conditions of the administrative approval comply with all current development code provisions.

b. Notice. Notice of the planning director's decision on a time extension shall be provided in writing. All written decisions shall give notice of the right to appeal and to request reasonable accommodation in the appeals process.

c. Appeal of Determination. A time extension for a reasonable accommodation shall be final unless appealed to the city council within fourteen calendar days of the date of mailing of the determination. An appeal shall be made in writing and shall be noticed and heard pursuant to the procedures established in Section 9.02.240 of this code.

3. Discontinuance. If the disabled persons for whom the reasonable accommodation was originally granted vacate the residence to which the reasonable accommodation applies, the reasonable accommodation shall remain in effect only if the planning director determines that: (a) the modification is physically integrated into the residential structure and cannot easily be removed or altered to comply with the Municipal Code; or (b) the accommodation is necessary to give another disabled individual an equal opportunity to enjoy the dwelling. The planning director may request that the applicant, or his or her successor-in-interest, provide documentation that subsequent occupants are persons with disabilities. Failure to provide such documentation within thirty days of the date of a request by the city shall

constitute grounds for discontinuance by the city of a previously approved reasonable accommodation.

4. Revocation. Procedures for revocation shall be as prescribed by Section 9.02.260. Any reasonable accommodation approved in accordance with the terms of this code may be revoked if any of the conditions or terms of such reasonable accommodation are violated, or if any law or ordinance is violated in connection therewith.

H. Amendments. A request for changes in conditions of approval of a reasonable accommodation, or a change to plans that would affect a condition of approval shall be treated as a new application. The planning director may waive the requirement for a new application if the changes are minor, do not involve substantial alterations or addition to the plan or the conditions of approval, and are consistent with the intent of the original approval.

3.12 Table 9.03.040-6 (Residential Site Development Standards, Single-Family Standards) will be revised as shown below:

Table 9.03.040-6

Residential Site Development Standards

Single-Family Standards

Requirement	R1	R2	RA2	R3	R5	RS10
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable					10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	15
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000

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Date Adopted: June 11, 2013

Requirement	R1	R2	RA2	R3	R5	RS10
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

* The term "DUs" means dwelling units.

** The term "K" means thousands.

*** See Section 9.08.030 regarding accessory structures and room additions.

3.13 Notes to Residential Site Development Standards Table 9.03.040-6 [under Table 9.03.040-6 (Residential Site Development Standards, Single-Family Standards)] will be revised to include Note #4 as shown below:

4. The minimum front yard setback from private streets within the R1, R2 and R3 districts shall be fifty-five (55) feet measured from the center line of the street. The minimum front yard setback from private streets within the R5 district shall be fifty (50) feet measured from the center line of said street.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of June, 2013.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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Ordinance No. 869
Date Adopted: June 11, 2013

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. 869 had its first reading on May 28, 2013 and had its second reading on June 11, 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 11th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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Ordinance No. 869
Date Adopted: June 11, 2013

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