

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

April 9, 2013

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

City Council Study Sessions

First & Third Tuesdays of each month – 6:00 p.m.

City Council Meetings

Second & Fourth Tuesdays of each month – 6:00 p.m.

City Council Closed Session

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

City Hall Council Chamber - 14177 Frederick Street

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

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

Tom Owings, Mayor

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

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 9, 2013

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Proclamation Recognizing April as Child Abuse Prevention Month
2. Business Spotlight
 - a) LaQuinta Inn
 - b) SecurCare Storage

**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
APRIL 9, 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 Diane Gardner - Beautiful Women of God - Diane Gardner Ministries

ROLL CALL

INTRODUCTIONS

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

PUBLIC COMMENTS ON 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.

AGENDA
April 9, 2013

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 MARCH 26, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

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

Recommendation:

1. Approve as submitted.

A.4 APPROVAL OF THE 2013/2014 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Community & Economic Development Department)

Recommendations

1. Approve the County Service Area (CSA) 152 Budget for FY 2013/2014 in the amount of \$550,380.
2. Authorize the levy of CSA 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2013/2014.

A.5 PA04-0108 (TR 32515) – OFFSITE & ONSITE IMPROVEMENTS – ACCEPT SUBSTITUTION AGREEMENTS AND SECURITIES FOR PUBLIC IMPROVEMENTS (Report of: Community & Economic Development Department)

Recommendations

1. Accept the substitution Agreements for Public Improvements and Securities for project PA04-0108 (TR 32515) – Offsite and Onsite Improvements.
2. Authorize the Mayor to execute the agreements.
3. Direct the City Clerk to forward the signed agreements to the County Recorder’s Office for recordation.
4. Authorize the Public Works Director/City Engineer to exonerate the Faithful Performance Bonds and Material and Labor Bonds previously submitted by K. Hovnanian Forecast Homes Southern, Inc. a California Corporation, upon acceptance of the substitution agreement and security.
5. Authorize the Public Works Director/City Engineer to execute any future time extension amendments to the agreements, subject to City Attorney approval, if the required improvements are not completed within said timeframe.

A.6 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR ACQUISITION OF APN 473-220-072 FOR THE NORTHEAST FIRE STATION, PROJECT NO. 803 0018 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Conveyance of Real Property with IL Nam Oh and Yun Kang Oh for acquisition of APN 473-220-072 for the Northeast Fire Station project.
2. Authorize the City Manager to execute the Agreement for Conveyance of Real Property and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.
3. Authorize the issuance of a Purchase Order for \$152,500 (\$146,000 for the acquisition purchase price plus \$6,500 for escrow closing fees) when the Agreement has been signed by all parties.

A.7 PA12-0048 (PM 36511) – APPROVE PARCEL MAP (CONTINUED FROM MARCH 26, 2013, BY A 5-0 VOTE)
(Report of: Community & Economic Development Department)

Recommendation:

1. Approve Parcel Map 36511.

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

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 26, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 26, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 26, 2013 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

E. PUBLIC HEARINGS - NONE

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.

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

AGENDA
April 9, 2013

G. REPORTS

- G.1 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)
- G.2 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

- H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE
- H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SUB-SECTION 9.14.130(A) OF TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REQUIREMENTS FOR THE UNDERGROUNDING OF OVERHEAD UTILITIES (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 26, 2013, BY A 5-0 VOTE)
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

- 1. Adopt Ordinance No. 862, an Ordinance of the City Council of the City of Moreno Valley, California amending sub-section 9.14.130(a) of Title 9 of the City of Moreno Valley Municipal Code relating to requirements for the undergrounding of overhead utilities.

Ordinance No. 862

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Sub-Section 9.14.130(A) of Title 9 of the City of Moreno Valley Municipal Code Relating to Requirements for the Undergrounding of Overhead Utilities

- H.2.2 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 2.25 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING A UTILITIES COMMISSION (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 26, 2013 BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 863 adding Chapter 2.25 to the City of Moreno Valley Municipal Code establishing a Utilities Commission (as listed on the ordinance). (Roll call required)

Ordinance No. 863

An Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 2.25 to the City of Moreno Valley Municipal Code Establishing a Utilities Commission

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 the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency and Housing Authority will be held in the Conference Room B, 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) Boe et al. V. City of Moreno Valley, et al.
Riverside Superior Court
RIC 1301793

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

- a) Boe et al. V. City of Moreno Valley, et al.
Riverside Superior Court Case
RIC 1301793

AGENDA
April 9, 2013

4 SECTION 54957.6 - LABOR NEGOTIATIONS

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

5 SECTION 54957 - PUBLIC EMPLOYMENT APPOINTMENT/PUBLIC
EMPLOYMENT

- a) City Attorney

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: April 3, 2013

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
March 26, 2013

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter Presentations to Officer Kevin Dixon (3rd Quarter) and Corporal Michael Koehler (4th Quarter)

2. Officer of the Year 2012 - Corporal Michael Koehler

**MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
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THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING – 6:00 PM
March 26, 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 6:05 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 Pete Bleckert.

INVOCATION - Pastor Mark Orellana - Victory Outreach 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
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Management Services Director

MINUTES
March 26, 2013

Suzanne Bryant
Michelle Dawson
Joel Ontiveros
Ahmad Ansari
Barry Foster
Tom DeSantis
Mike McCarty
Michele Patterson
Mike Smith

Acting City Attorney
Assistant City Manager
Police Chief
Public Works Director
Community and Economic Development Director
Administrative Services Director
Parks & Community Services Director
Assistant to the City Manager
Fire Battalion Chief

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

Jeff Giba

1. Study Sessions

Mary Mahon - representing Victory Gardens

1. Request to waive citation fee

Alicia Napper-Berridge - representing Rising Star Business Academy

1. Permit for occupancy

Lashe Rodriguez, representing Assemblyman Jose Medina

1. Legislative update - Assembly Bill 27

Tom Jerele, Sr.

1. Seussical musical play at Vista del Lago High School; theatre as a venue for students
2. Commented on the speaker's comments from the last meeting regarding Supervisors' compensation

De Ann Harned (member of Riverside County Anti-Human Trafficking Task Force)

1. Human trafficking - Invited everyone to a meeting that will be held at Moreno Valley Christian Assembly Church on Nason Street on April 4 at 7 p.m.

MINUTES
March 26, 2013

Macaria Padilla, owner of P & G Home Medical & Supplies

1. Asked for financial assistance to keep her business open

Deanna Reeder

1. Public comments; respecting the public
2. Disseminating information; keeping the public informed; employment by Skechers

Joe Iannicari

1. Trash bins left outside
2. Safety in the City

Louise Palomarez

1. Skechers; commented on a meeting at Valley View High School

Jose Chavez

1. Medical care/Help for people needing wheelchairs
2. Sierra Club

Robin Gilbert

1. Waste Management trash bins
2. Commented on a effects of d diesel trucks

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

Mayor Tom Owings announced that the applicant asked to continue Item A.11.

Motion to Continue item A.11 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

MINUTES
March 26, 2013

Approved by a vote of 5-0.

Mayor Tom Owings opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder (Item A.7, A.8, A10).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 12, 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 AWARD CONSTRUCTION CONTRACT TO RASMUSSEN BROTHERS CONSTRUCTION, INC. FOR THE CITY HALL SECOND LEVEL FLOORING REHABILITATION (SEISMIC RETROFIT & ROOF RESTORATION), PROJECT NO. 803 0014 30 40 (Report of: Public Works Department)

Recommendations

1. Waive any and all minor irregularities and award the construction contract for \$648,743.60 to Rasmussen Brothers Construction, Inc., 40441 Gavilan Mountain Road, Fallbrook, CA 92028, the lowest responsible bidder, for construction of the City Hall Second Level Flooring Rehabilitation (Seismic Retrofit & Roof Restoration) project.
2. Authorize the City Manager to execute the Agreement with Rasmussen Brothers Construction, Inc.
3. Authorize the issuance of a Purchase Order to Rasmussen Brothers Construction, Inc. for \$778,492.32 (\$648,743.60 bid plus 20% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with

MINUTES
March 26, 2013

Rasmussen Brothers Construction, Inc. up to, but not exceeding, the contingency amount of \$129,748.72, subject to the approval of the City Attorney.

5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintenance system, and release the retention to Rasmussen Brothers Construction, Inc., if no claims are filed against the project.
6. Authorize the transfer of \$250,000 from the Equipment Replacement Reserve Fund (Fund 7510) to the Facilities Maintenance Fund (Fund 7310).
7. Authorize an additional appropriation of \$250,000 from the Facilities Maintenance Fund (Fund 7310) to the City Hall Second Level Flooring Rehabilitation (Seismic Retrofit & Roof Restoration) project (GL: 7310-70-77-80003, Project No.: 803 0014 30 40) upon approval of the above transfer.

A.5 APPROVAL OF PAYMENT REGISTER FOR JANUARY, 2013
(Report of: Financial & Management Services Department)

Recommendation:

Adopt Resolution No. 2013-18, approving the Payment Register for the month of January, 2013 in the amount of \$14,248,448.89.

Resolution No. 2013-18

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

A.6 ACCEPTANCE OF THE STATE SAFE ROUTES TO SCHOOL (SR2S) GRANT AND FUNDING APPROPRIATION FOR DELPHINIUM AVENUE SIDEWALK IMPROVEMENTS
(Report of: Public Works Department)

Recommendations

1. Accept the grant award of up to \$416,700 in state funds for Project No. SR2SL-5441 (052), Delphinium Avenue Sidewalk Improvements, under the Safe Routes to School (SR2S) Program.
2. Authorize the appropriation of \$463,100 from unencumbered Measure "A" (Fund 2001) fund balance for the design, construction, and public outreach/education costs for Delphinium Avenue Sidewalk Improvements.

MINUTES
March 26, 2013

A.7 AWARD CONSTRUCTION CONTRACT TO FUSION SIGN & DESIGN, INC. FOR THE WAYFINDING SIGNS PROJECT NO. 801 0048 70 77 (Report of: Public Works Department)

Recommendations

1. Waive any and all minor irregularities and award the construction contract for \$99,200 to Fusion Sign & Design, Inc., 680 Columbia Avenue, Riverside, CA 92507, the lowest responsible bidder, for the Wayfinding Signs Project.
2. Authorize the City Manager to execute the Agreement with Fusion Sign & Design, Inc.
3. Authorize the issuance of a Purchase Order to Fusion Sign & Design, Inc. for \$119,040 (\$99,200 bid plus 20% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Fusion Sign & Design, Inc. up to, but not exceeding, the contingency amount of \$19,840, subject to the approval of the City Attorney.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to Fusion Sign & Design, Inc., if no claims are filed against the project.
6. Authorize the transfer of \$30,000 from the Traffic Signal Equipment/Upgrades project to the Wayfinding Signs project.

A.8 PA02-0100, PM 30882 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT REIMBURSEMENT AGREEMENT #D12-003 FOR EUCALYPTUS AVENUE IMPROVEMENTS ASSOCIATED WITH THE MORENO BEACH WALMART PROJECT (Report of: Community & Economic Development Department)

Recommendations

1. Accept the Development Impact Fee Improvement Reimbursement Agreement #D12-003 (DIF Agreement) for PA02-0100, PM 30882 Eucalyptus Avenue improvements.
2. Authorize the Mayor to execute the DIF Agreement.

MINUTES
March 26, 2013

- A.9 AUTHORIZE THE SUBMISSION OF GRANT PROPOSAL FOR THE SURFACE TRANSPORTATION PROGRAM (STP) AND ADOPT RESOLUTION NO. 2013-19 COMMITTING TO PROVIDE LOCAL MATCHING FUNDS AT A MINIMUM OF 11.47% OF THE TOTAL PROJECT COST
(Report of: Public Works Department)

Recommendations

1. Authorize the Public Works Director/City Engineer to submit the grant proposal to the Riverside County Transportation Commission (RCTC) for the Surface Transportation Program (STP).
2. Adopt Resolution No. 2013-19 committing to provide local matching funds at a minimum of 11.47% of the total project cost.

Resolution No. 2013-19

A Resolution of the City Council of the City of Moreno Valley, California, Adopting Certification of Available Matching Funds for the Surface Transportation Program

- A.10 COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2012
(Report of: Financial & Management Services Department)

Recommendation:

The Finance Sub-Committee reviewed and recommends the receipt and filing of the Comprehensive Annual Financial Report for the fiscal year that ended June 30, 2012.

- A.11 PA12-0048 (PM 36511) – APPROVE PARCEL MAP
(Report of: Community & Economic Development Department)

Recommendation:

1. Approve Parcel Map 36511.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

- A.12 AUTHORIZE THE APPLICATION AND ACCEPT THE AWARD OF "IT'S UP TO ALL OF US" PEDESTRIAN SAFETY PUBLIC EDUCATION CAMPAIGN GRANT
(Report of: Police Department)

Recommendations

1. Approve the grant application and authorize acceptance (if granted)

MINUTES
March 26, 2013

of the "It's Up to All of Us" Pedestrian Safety Public Education Campaign Grant in the amount of \$3,600 for the period beginning April 15, 2013 and ending September 15, 2013.

2. Authorize the revenue and expense budgets in the California Department of Public Health – Police Fund (Fund 2705) for the "It's Up to All of Us" Grant in the amounts of \$3,600, respectively, upon approval and acceptance of the grant from the California Department of Public Health, Pedestrian Safety Program.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 12, 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.

C.2 MINUTES - REGULAR MEETING OF MARCH 12, 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 MARCH 12, 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 Jesse L. Molina, s/Council Member Richard A. Stewart

MINUTES
March 26, 2013

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

- E.1 FY 2013/14 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2013/14 programs.
2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2013/14 Annual Action Plan.

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Rochelle Lewis (PW Enhancement Center) and Karyn Young-Lowe (Light House Treatment Center).

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

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

G. REPORTS

- G.1 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 February 1, 2013 to February 28, 2013.

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

- G.2 APPOINTMENTS TO THE PLANNING COMMISSION
(Report of: City Clerk Department)

MINUTES
March 26, 2013

Recommendations That the City Council:

1. Appoint four (4) members for terms expiring March 31, 2017.
2. Appoint one (1) member for a term expiring March 31, 2015.
3. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

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

The City Clerk announced that she tallied the votes and the candidates receiving the lowest points were Ray Baker, Jeffrey Giba, and Carlos Ramirez. Two applicants tied for fourth place: Brian Lowell and Jeffrey Sims. A toss of a coin was performed by the City Clerk to determine who will serve the short term expiring March 31, 2015. The person whose side of the coin appears shall serve in the partial term. Brian Lowell was the "head," and Jeffrey Sims was the "tail." It was a tail.

Motion to Approve to appoint Ray Baker, Jeffrey Giba, Carlos Ramirez, Brian Lowell to terms expiring March 31, 2017, and Jeffrey Sims to a term expiring March 31, 2015, by m/Mayor Pro Tem Marcelo Co, s/Council Member Victoria Baca

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

Recess;
Reconvened

G.3 SQUATTER PREVENTION PROGRAM UPDATE
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Approve the forms contained in the ownership packet for the Abandoned and Distressed Property Registration Program.
2. Direct staff to begin an outreach program with the local Board of Realtors, Financial Institutions and Homeowner Associations citywide.

Motion to Continue the item to the next Council meeting by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

MINUTES
March 26, 2013

G.4 MID-YEAR BUDGET REVIEW AND APPROVAL OF THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2012-13
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Receive and file this report discussing the mid-year status of the budget for FY 2012-13.
2. Adopt Resolution No. 2013-20, approving the Revised Operating Budget for the City of Moreno Valley for FY 2012-13, pursuant to the revenue and expenditure changes presented in Exhibits A and B to the Resolution.

Resolution No. 2013-20

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Revised Operating Budget for Fiscal Year 2012-13

3. Approve the Position Control Roster that includes the reorganization of various divisions and the new titles of Administrative Services Director and Chief Financial Officer. Specific positions are discussed on Page 3 of this staff report and listed on Attachment 3 to the staff report.

Recommendations That the CSD:

Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2013-01, approving the Revised Operating Budget for the Moreno Valley Community Services District for FY 2012-13, pursuant to the revenue and expenditure changes presented in Exhibit B to the Resolution.

Resolution No. CSD 2013-01

A Resolution of the Moreno Valley Community Services District, Adopting the Revised Operating Budget for Fiscal Year 2012-13

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

Motion to Approve Recommendation No. 1 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

MINUTES
March 26, 2013

Motion to Approve Resolution 2013-20 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve Recommendation No. 3 by m/Council Member Richard A. Stewart, s/Council Member Victoria Baca

Approved by a vote of 5-0.

Motion to Approve CSD Recommendation No. 1 by m/Board Member Richard A. Stewart, s/Board Member Victoria Baca

Approved by a vote of 5-0.

- G.5 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SUB-SECTION 9.14.130(A) OF TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REQUIREMENTS FOR THE UNDERGROUNDING OF OVERHEAD UTILITIES
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Introduce Ordinance No. 862, an Ordinance of the City Council of the City of Moreno Valley, California amending sub-section 9.14.130(a) of Title 9 of the City of Moreno Valley Municipal Code relating to requirements for the undergrounding of overhead utilities.

Ordinance No. 862

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Sub-Section 9.14.130(A) of Title 9 of the City of Moreno Valley Municipal Code Relating to Requirements for the Undergrounding of Overhead Utilities

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

Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member Marcelo Co

Approved by a vote of 5-0.

- G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

MINUTES
March 26, 2013

Item G.7 was taken after Item H.1.1.

G.7 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

Acting City Attorney Suzanne Bryant reported the following:

Case Goodwin vs. the City of Moreno Valley, Riverside Superior Court, RIC 10017990, has been dismissed and settled for \$15,000. Case Balvaneda vs. the City of Moreno Valley, Riverside Superior Court, RIC 1203151, has been dismissed and settled for \$15,000.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

Item H.1.1 was taken after Item G.5

H.1.1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 2.25 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING A UTILITIES COMMISSION (Report of: Public Works Department)

Recommendations That the City Council:

1. Receive and file this report.
2. Introduce Ordinance No. 863 adding Chapter 2.25 to the City of Moreno Valley Municipal Code establishing a Utilities Commission (as listed on the ordinance). (Roll call required)

Ordinance No. 863

An Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 2.25 to the City of Moreno Valley Municipal Code Establishing a Utilities Commission

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.

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

MINUTES
March 26, 2013

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Council Member Jesse Molina

1. Thanked Bob's Tires for helping with dog adoption
2. Explained that he abstained from voting because didn't see the coin toss
3. Stated that California has issues with water; we should start with local water representatives; asked to partner with all Southern California and ask the State Capitol to let more water down here (97 percent of water comes from the northern California); concerned with possible shortage of water
4. Thanked everybody for attending the meeting
5. Was passing flyers to the homeless people on Sunnymead Blvd.; hate to see teenagers roaming on the streets; this problem needs to be addressed; stated that he is an advocate for homeless and veterans

Mayor Tom Owings

1. Congratulated newly appointed Planning Commissioner; reminded everyone that Planning Commissioners serve at the pleasure of the Council and need to be in some agreement with the general direction where the city council in conjunction with its management team has decided to take the City
2. Draft City Charter information will be posted soon on the Web site for public comments; several televised study session will be held to go over the completed sections

Council Member Richard A. Stewart

1. Ralph is closing its store at Sunnymead Ranch; personally spoke with the vice-president of Ralph and was advised that it was an economic decision to close; people are shifting their shopping habits; working to obtain users for this side

MINUTES
March 26, 2013

2. Stated that Charter Ad Hoc Committee, even though is not required, is fully noticed; in addition, a citizens' advisory group will give us information and advice; asked residents to contact City Council with ideas. This is a transparent, open public process; we will have a televised study session

3. We had a first homicide in 2013; Sunnymead Blvd. improving safety efforts have strengthened; commended the Police Department for this cleanup

4. DUI checkpoints held recently resulted in 10 arrests - high number

5. Planning Commission appointments - people who applied did a fantastic job; asked to not get discouraged, if not selected

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:56 p.m. by unanimous informal consent.

Submitted by:

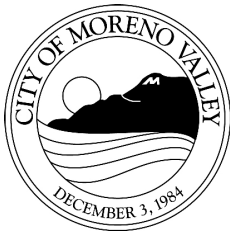
City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community
Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

Mayor 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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MINUTES
March 26, 2013



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: April 9, 2013

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of March 20 – April 2, 2013.

<i>Reports on Reimbursable Activities</i>			
March 20 – April 2, 2013			
Council Member	Date	Meeting	Cost
Victoria Baca		None	
Marcelo Co		None	
Jesse L. Molina		None	
Tom Owings		None	
Richard A. Stewart	3/27/13	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	\$15.00

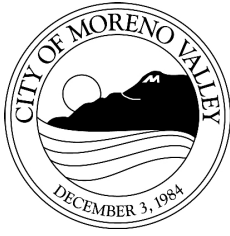
Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

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:

\\zurich\shared\interdept\council-clerk\city clerk files\council office\lab 1234 reports\2013\staff report 2013_reimbursable activity 040913.doc

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APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: April 9, 2013

TITLE: APPROVAL OF THE 2013/2014 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152

RECOMMENDED ACTION

Recommendations:

1. Approve the County Service Area (CSA) 152 Budget for FY 2013/2014 in the amount of \$550,380.
2. Authorize the levy of CSA 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2013/2014.

BACKGROUND

The National Pollutant Discharge Elimination System (NPDES) program requires the City to obtain a permit from the Santa Ana Regional Water Quality Control Board (Board) to release storm water into various drainage channels and washes throughout our community.

To fund their part of these activities the Riverside County Flood Control & Water Conservation District established a benefit assessment district. The County of Riverside (County) formed CSA 152 as a means for it and other local governments to recover costs through property assessments. On December 21, 1993, the City along with several other County cities was annexed into CSA 152. The purpose of the annexation was to provide a funding mechanism for the federally mandated storm water cleanup program.

On November 1, 1994, the Administrative Services Agreement for the CSA 152 Program was executed between the County and the City. The Agreement established the responsibilities and obligations of the City and the County concerning the management and financing of CSA 152. On October 26, 2010, the City Council authorized the Mayor to execute a new Administrative Services Agreement.

On June 27, 1995, the City Council approved the NPDES and CSA 152 budgets and assessment. The City Council also passed Resolution No. 95-45 adopting the BAU assessment of \$8.15 per year. The assessment has remained unchanged since 1995.

On February 25, 1997, the City Council made a finding determining that the NPDES program as administered by the City was in compliance with the provisions of Proposition 218. Specifically, the City Council found that the NPDES assessment existed on the effective date of the State Constitutional Amendment and that the assessment was imposed exclusively to finance maintenance and operation expenses for streets, flood control and drainage systems. Therefore, the Council found that the NPDES program was exempt per Section 5(a) of Article XIII D of the State Constitution.

On January 29, 2010, the Board issued a new NPDES permit. The requirements of the new permit necessitate the City to expand its NPDES program to include the following:

- Additional compliance monitoring to include Total Maximum Daily Load (TMDL)
- Development of comprehensive implementation and management plans
- Expansion of inspection program to now include residential elements

In addition, the City will still be required to comply and maintain its existing program elements. The City must continue to implement Best Management Practices (BMPs) within our community that reduces pollutants entering our streams and channels. Among those practices are: public education, material disposal and recycling programs, spill prevention and cleanup programs, and street sweeping and storm drain maintenance.

DISCUSSION

The County is the lead agency in administering CSA 152 and the City is a participating agency. In order to continue with the service provided under CSA 152, the City is required to take the following actions:

1. Approve the CSA 152 Budget for FY 2013/2014 in a specific amount; and
2. Approve a CSA 152 Assessment per Benefit Assessment Unit (BAU) for FY 2013/2014.

The revenues collected will normally increase even if the charge for the annual assessment remains constant, as a result of new development. This occurs because the total number of properties paying the assessment increases each year.

Current information provided by the County of Riverside Economic Development Agency and staff indicates an increase in the FY 2013/2014 CSA 152 projected revenues of \$1,874 from the current fiscal year projected revenues. Staff is not recommending at this time an increase in the BAU assessment that would require a mail ballot process under Proposition 218; therefore the assessment will remain unchanged at \$8.15 per BAU.

Since the annual BAU assessment will remain unchanged, there is no need to have any further Council action related to CSA 152.

The CSA 152 Administrative Services Agreement requires the City to adopt a CSA 152 budget in early spring. To ensure the funding is secured and the assessment remains on the tax rolls for FY 2013/2014 staff is recommending Council adopt the CSA 152 budget as presented this evening.

The following CSA 152 events are scheduled for the next fiscal year:

- | | | |
|----|---------------------------|--------------|
| 1. | Assessment begins | July 2013 |
| 2. | First installment to City | January 2014 |

There are many possible alternatives to funding the NPDES program, which require General Fund contributions or other fund contributions either in total or in combination with CSA 152 funds.

Failure by the City to enforce the NPDES program and seek sufficient funding can result in penalties of up to \$37,500 per day for noncompliance and or civil and criminal penalties. This is a federally mandated program administered by the State. **There has been neither State nor federal monies allocated to local agencies to address these requirements.**

ALTERNATIVES

1. Approve the CSA 152 Budget for FY 2013/2014 in the amount of \$550,380 and authorize the levy of CSA 152 Assessment at \$8.15 per BAU for FY 2013/2014. *Approval of this alternative assures that a portion of the funds necessary to support the various storm water management and maintenance programs for the City will continue to be collected.*
2. Do not approve the CSA 152 Budget for FY 2013/2014 in the amount of \$550,380 and authorize the levy of CSA 152 Assessment at \$8.15 per BAU for FY 2013/2014. *This alternative does not provide for the collection of the assessment on the annual tax rolls, that is necessary to fund portions of the storm water management and maintenance programs and not authorizing either the budget or levy will interrupt that process.*

FISCAL IMPACT

Adoption of the recommended CSA 152 Budget and levy assessment will ensure that the City receives its legally authorized funds from this source. However, CSA 152 revenue together with other NPDES related revenues do not fully fund program costs. Fund transfers are anticipated to make up this shortfall and will be further addressed during the FY 2013/2014 City budget process.

Due to the increasing difference between the projected CSA 152 revenue and the NPDES storm water program budgets, it may be necessary in the future to increase the CSA 152 assessment per BAU, identify and implement other funding sources and/or continue fund transfers.

The recommended action tonight will meet the County's deadline and assist in funding the NPDES storm water programs. Approving the CSA 152 budget will help relieve the burden on fund transfers.

The CSA levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program.**

CITY COUNCIL GOALS

The recommended action furthers City Council goals by:

- Revenue Preservation. It maintains a revenue source for a federally mandated program.
- Public Safety. It provides for enhancement of water quality and control of hazardous waste.
- Community Image, Neighborhood Pride, and Cleanliness. It provides for a high level of street sweeping and chemical cleanup.
- Public Facilities and Capital Projects. It insures the proper maintenance of storm drains.

SUMMARY

CSA 152 revenues provide partial funding for the NPDES program. The Administrative Services Agreement between the County and the City requires the City to prepare the CSA 152 Budget and submit the budget to the County in early spring. To ensure CSA 152 funding is secured and the assessment remains on the tax rolls for FY 2013/2014 staff is recommending Council adopt the CSA 152 Budget as presented. Collection of the assessments on the annual tax rolls is necessary to fund portions of the NPDES

storm water management and maintenance programs and not authorizing either the budget or levy will interrupt that process.

NOTIFICATION

Publication of Agenda

ATTACHMENTS

None

Prepared By:
Phuong Hunter
Associate Environmental Engineer

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
Kent Wegelin
Storm Water Program Manager

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

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

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APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: April 9, 2013

TITLE: PA04-0108 (TR 32515) – OFFSITE & ONSITE IMPROVEMENTS – ACCEPT SUBSTITUTION AGREEMENTS AND SECURITIES FOR PUBLIC IMPROVEMENTS

RECOMMENDED ACTION

Recommendations:

1. Accept the substitution Agreements for Public Improvements and Securities for project PA04-0108 (TR 32515) – Offsite and Onsite Improvements.
2. Authorize the Mayor to execute the agreements.
3. Direct the City Clerk to forward the signed agreements to the County Recorder's Office for recordation.
4. Authorize the Public Works Director/City Engineer to exonerate the Faithful Performance Bonds and Material and Labor Bonds previously submitted by K. Hovnanian Forecast Homes Southern, Inc. a California Corporation, upon acceptance of the substitution agreement and security.
5. Authorize the Public Works Director/City Engineer to execute any future time extension amendments to the agreements, subject to City Attorney approval, if the required improvements are not completed within said timeframe.

BACKGROUND

On February 13, 2007, the City Council of the City of Moreno Valley approved the public improvement agreements and bonds for K. Hovnanian Forecast Homes Southern, Inc. The amount for offsite improvements was in the amounts of \$1,726,000 for the Faithful Performance Bond and \$863,000 for the Material and Labor Bond. The amount for the onsite improvements is was in the amounts of \$7,658,000 for the Faithful Performance Bond and \$3,829,000 for the Material and Labor Bond.

MPLC Pigeon Pass, LP has purchased project PA04-0108 (TR 32515) from K. Hovnanian Forecast Homes Southern, Inc. and is providing substitute agreements and security.

DISCUSSION

The Conditions of Approval for this project require that the developer provide security for the required improvements. MPLC Pigeon Pass, LP has submitted two separate Public Improvement Agreements for the offsite and onsite improvements and has provided the City with a real property Deed of Trust and a Letter of Credit as security to cover the estimated value of the remaining improvements as stated in exhibit "A" of each agreement. Said Deed of Trust shall be in position of first priority and the City shall never be placed in a subordinate position. The Letter of Credit is issued by Wells Fargo Bank and is in the amount of \$1,316,960. The developer has agreed to perform and complete all of the required onsite improvements within twenty-four (24) months of the date the agreements are executed. The City Engineer is authorized to execute any future amendments to the agreement, subject to City Attorney approval, if the required improvements are not completed within said timeframe.

Staff is requesting the City Engineer be authorized to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted K. Hovnanian Forecast Homes Southern, Inc., upon acceptance of the agreements and security.

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of Agenda

ATTACHMENTS

- Attachment 1 – Vicinity Map
- Attachment 2 – Agreement for Public Improvements – Onsite
- Attachment 3 – Agreement for Public Improvements – Offsite

Prepared By:
Liz Plazola
Sr. Administrative Assistant

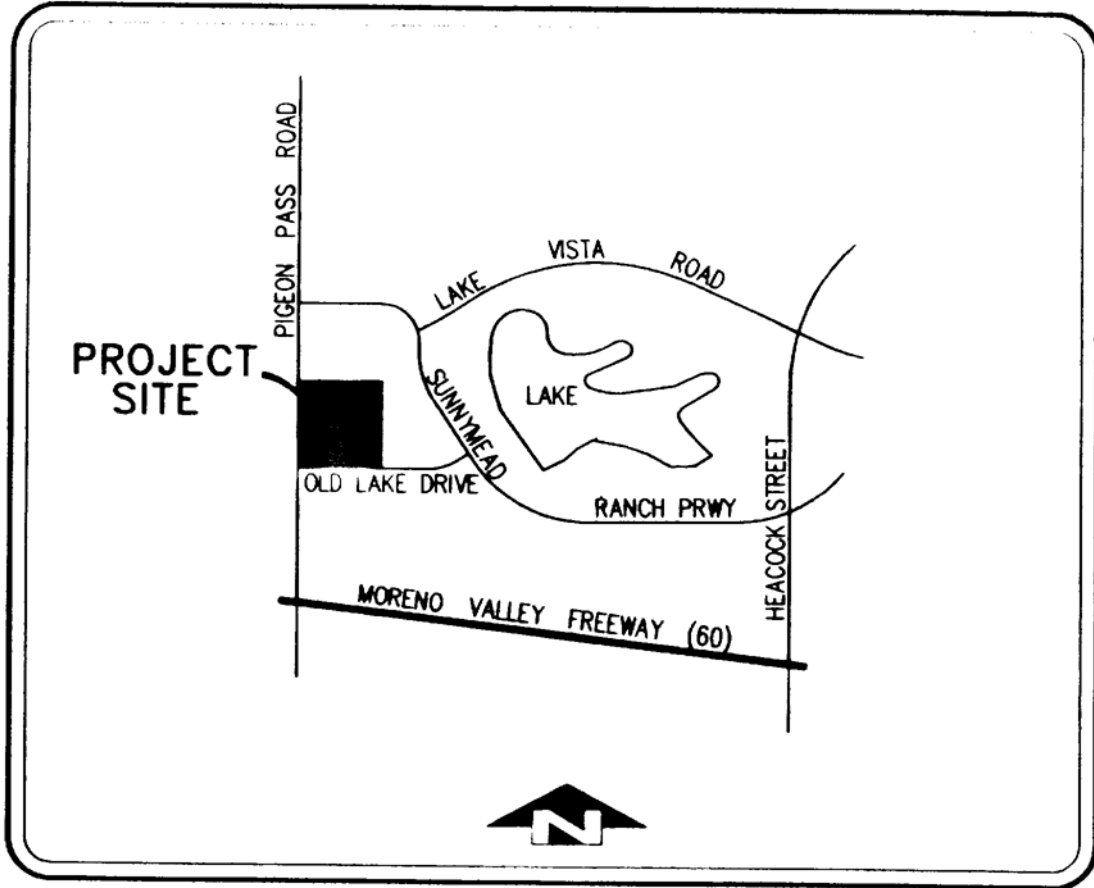
Department Head Approval:
Barry Foster
Community and Economic Development
Director

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

Concurred By:
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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VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT -
LAND DEVELOPMENT

Attachment 1

PA04-0108
TR 32515

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RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PA04-0108 (TR 32515)
ONSITE IMPROVEMENTS**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **MPLC PIGEON PASS, LP**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA04-0108 (TR 32515)** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approved and accepted as complete by the City. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

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

Faithful Performance security shall be in the sum of **NINE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED SIXTY AND NO/100** Dollars (*****\$918,960.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **THREE MILLION EIGHT HUNDRED TWENTYNINE THOUSAND AND NO/100** Dollars (*****\$3,829,000.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

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

SECOND: Developer agrees to file with the City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

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

FOURTH: Pursuant to the second paragraph, Developer hereby provides the City with a deed of trust lien securing the project known as **PA04-0108 (TR 32515)** and naming the City as the secured party, creating a security interest in favor of the City. The City's security interest shall have priority over any other security interest or lien. The form of the Deed of Trust is attached as Exhibit B and made a part of this Agreement by this reference. Developer shall not place any encumbrance on the parcel and shall keep the property free from any security interest that would adversely affect the City's interests under the deed of trust. If the City Engineer reasonably determines at any time that the deed of trust is an insufficient amount of security to pay for the work required by this agreement, or if the Developer is in default of any obligation under this agreement, a written notice of such insufficiency or default may at any time thereafter be served upon to the Developer by the City. Developer shall have thirty (30) calendar days to cure the insufficiency or default to the satisfaction of the City. In the event Developer fails to cure the insufficiency, or in the alternative, to pay the costs of construction to complete the work required by this Agreement, or if Developer fails to cure any default for which written notice was issued, then the City, without further notice, and to the extent permitted by law, shall have the authority to foreclose on the deed of trust lien and take possession of the project **PA04-0108 (TR 32515)** property, exclude the Developer therefrom, and exercise any and all of the rights and remedies conferred upon the City by the deed of trust, and may sell, lease, or otherwise dispose of the property and use the proceeds to satisfy Developer's obligations under this Agreement. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, they shall be in default of this Agreement unless all required public improvements are completed within thirty (30) days of the date on which the City Engineer notified the Developers of the insufficiency of the security. Upon completion of all required public improvements for the parcel, the lien created by the deed of trust shall be released as to that parcel and the City shall execute all documents to reconvey its interest in that parcel to the Developer. Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney. Developer further agrees that no partial reductions will be made until the project is complete, approved and accepted by the City Council of the City.

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

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

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

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

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

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

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

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

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
MPLC PIGEON PASS, LP
4100 Newport Place
Suite 400
Newport, California 92660

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

Date approved by the City: _____

MPLC PIGEON PASS, LP:
Developer

BY: _____
Signature

Print/Type Name

BY: _____
Signature

Print/Type Name

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

CITY OF MORENO VALLEY

By: _____
Mayor

(SEAL)

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

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

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

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 5

DATE: 08/29/06
PREPARED BY: Dave Ross
PROJECT: TR 32515

ONSITE/PRIVATE

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL	
Roadway Excavation	0	C.Y.	20.00	0	
A.B. Class II	0.25	Thickness (ft.)			
	126784	S.F.	2298	55.00	126,388
A.C.	0.5	Thickness (ft.)			
	126784	S.F.	4596	90.00	413,633
A.B. Class II	0.25	Thickness (ft.)			
	85035	S.F.	1541	55.00	84,769
A.C.	0.75	Thickness (ft.)			
	85035	S.F.	4624	90.00	416,140
Grind & Pave	0	S.F.	3.25		
A.C. Cap	0	Ton	90.00	0	
A.C. Overlay	0	Ton	90.00	0	
Slurry Seal	14087	S.Y.	2.25	31,696	
Sawcut	0	L.F.	1.50	0	
Utility Trench	0	L.F.	17.00	0	
Trench Paving	0	S.F.	12.00	0	
Curb and Gutter - 6"	8243	L.F.	22.00	181,346	
Rolled Curb and Gutter - 6"	8047	L.F.	22.00	177,034	
Curb and Gutter - 8"	0	L.F.	25.00	0	
Curb Only - 6"	0	L.F.	18.00	0	
Curb Only - 8"	0	L.F.	20.00	0	
Cross Gutter and Spandrel	6286	S.F.	15.00	94,290	
Sidewalk	41515	S.F.	7.00	290,605	
Driveway Approach - 6"	13920	S.F.	14.00	194,880	
Driveway Approach - 8"	0	S.F.	16.00	0	
Wheelchair Ramp	46	EA.	1,200.00	55,200	
A.C. Berm - 6"	0	L.F.	10.00	0	
A.C. Berm - 8"	0	L.F.	15.00	0	
Street Lights (9500 lumen)	57	EA.	4,000.00	228,000	
Street Name Sign	21	EA.	500.00	10,500	
Stop Sign	24	EA.	200.00	4,800	
Relocate Power Pole	2	EA.	2,000.00	4,000	
Traffic Striping/raised pavement markers	1	LS	3,525.00	3,525	
Walls - Retaining: 6' Maximum	2400	L.F.	150.00	360,000	
1/2 Alley Apron	0	S.F.	16.00	0	
Adjust M.H. to Grade	46	EA.	800.00	36,800	
Adjust Water Valve to Grade	27	EA.	400.00	10,800	
Monuments	700	EA.	100.00	70,000	
Landscaping	71280	S.F.	6.00	427,680	
Water Quality Basins	40100	S.F.	6.00	240,600	
Erosion Control	35	A.C.	10,000.00	350,000	
SUBTOTAL:				3,812,686	

DATE: 07/24/06
 PREPARED BY: Dave Ross
 PROJECT: Tract 32515

STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	1060	L.F.	160.00	169,600
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
33" Reinforced Concrete Pipe	418	L.F.	185.00	77,330
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
72" Reinforced Concrete Pipe	1120	L.F.	400.00	448,000
12" HDPE	52	L.F.	45.00	2,340
18" HDPE	754	L.F.	50.00	37,700
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
50" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
72" CSP	51	L.F.	150.00	7,650
4"x14" rectangular Steel Pipe	100	L.F.	40.00	4,000
Manhole No. 1	7	EA.	5000.00	35,000
Manhole No. 2	4	EA.	5500.00	22,000
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	E.A.	3000.00	0
Catch Basin (3.5')	0	E.A.	3100.00	0
Catch Basin (7')	1	EA.	5500.00	5,500
Catch Basin (10')	7	EA.	6750.00	47,250
Catch Basin (21')	8	EA.	12500.00	100,000
Transition Structure	2	E.A.	5500.00	11,000
Junction Structure	1	E.A.	6000.00	6,000
Inlet Structure (Drop)	0	E.A.	5000.00	0
Local Depression	1400	EA.	535.00	749,000
CMP Riser	6	EA.	790.00	4,740
12" NDS Catch Basin	0	EA.	35.00	0
ADS Pipe Cleanout	0	EA.	10.00	0
Grate Inlet	0	EA.	1500.00	0
Rip Rap	26	TON	60.00	1,560
Parkway Drain	0	EA.	3500.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	E.A.	5500.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Under Sidewalk Drain	0	E.A.	600.00	0
Curb Outlet	0	E.A.	250.00	0
Bridge	1	EA.	500000.00	500,000
"V" Gutter	0	S.F.	10.00	0
			SUBTOTAL:	2,228,670

DATE: 04/01/13
 PREPARED BY: Dave Ross
 PROJECT: Tract 32515

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" PVC C-900	0	L.F.	44.00	0
10" PVC C-900	0	L.F.	38.00	0
8" PVC C-900	7521	L.F.	32.00	240,672
6" PVC C-900	0	L.F.	28.00	0
4" PVC C-900	0	L.F.	24.00	0
12" Gate Valve	0	EA.	2,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
8" Gate Valve	42	EA.	1,000.00	42,000
6" Gate Valve	0	EA.	800.00	0
4" Gate Valve	0	EA.	600.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
8" Butterfly Valve	42	EA.	800.00	33,600
6" Butterfly Valve	0	EA.	520.00	0
4" Butterfly Valve	0	EA.	330.00	0
10" Double Check Detector Ass'y	0	EA.	5,000.00	0
6" Post Indicator Valve	0	EA.	500.00	0
8" Water Check Valve	0	EA.	800.00	0
6" Fire Hydrants	36	EA.	2,000.00	72,000
4" Fire Hydrants	0	EA.	1,200.00	0
Misc. Fittings (Teas, Crosses, Etc.) L/S				
4"	20	EA.	120.00	2,400
6"	0	EA.	160.00	0
8"	20	EA.	200.00	4,000
10"	0	EA.	240.00	0
12"	0	EA.	280.00	0
Service Connections		EA.	300.00	0
Fire Dept. Connection	0	EA.	500.00	0
Service Connections 1"	174	E.A.	350.00	60,900
Service Connections 1 1/2"	0	E.A.	1,100.00	0
Service Connections 2"	0	E.A.	1,300.00	0
Dbt. Detector Chk 6"	0	E.A.	2,600.00	0
Dbt. Detector Chk 8"	0	E.A.	3,600.00	0
Dbt. Detector Chk 10"	0	E.A.	4,400.00	0
Dbt. Dectector Chk 12"	0	E.A.	5,000.00	0
5/8" Meter	174	E.A.	80.00	13,920
1" Meter	0	E.A.	150.00	0
1/2" Meter	0	E.A.	270.00	0
2" Meter	0	E.A.	350.00	0
Post Indicator Valve	0	E.A.	800.00	0
Blow Off 6"	0	E.A.	1,800.00	0
Blow Off 4"	2	EA.	1,600.00	3,200
Air Vac & Air Release	17	EA.	850.00	14,450
Air Vac Release 2"	0	E.A.	2,000.00	0
Air Vac Release 1"	0	E.A.	1,800.00	0
Hot Tap 8"	2	EA.	2,500.00	5,000
Hot Tap Water Service	0	E.A.	330.00	0
12" BFV	0	EA.	1,000.00	0
8" BFV	0	EA.	500.00	0
Thrust Block	100	C.Y.	150.00	15,000
Jack & Bore	0	E.A.	300.00	0
Joint at Existing @ Existing 8"	0	E.A.	650.00	0
Trench Paving	0	S.F.	5.00	0
			SUBTOTAL:	507,142

DATE: 04/01/13
 PREPARED BY: Dave Ross
 PROJECT: Tract 32515

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" V.C. Pipe	0	L.F.	44.00	0
10" V.C. Pipe	0	L.F.	38.00	0
8" V.C. Pipe	5619	L.F.	32.00	179,808
6" V.C. Pipe	0	L.F.	28.00	0
4" V.C. Pipe	6001	L.F.	24.00	144,024
12" SDR - 35	0	L.F.	33.00	0
10" SDR - 35	0	L.F.	21.00	0
8" SDR - 35	0	L.F.	17.00	0
6" SDR - 35	0	L.F.	13.00	0
4" SDR - 35	0	L.F.	9.00	0
Standard Manholes 48"	42	EA.	2,000.00	84,000
Standard Manholes 48" Extra Depth	0	EA.	2,500.00	0
Standar Manhole 60"	0	EA.	2,800.00	0
Shallow Manhole	0	EA.	2,000.00	0
Drop Manholes	0	EA.	1,700.00	0
Clean-outs	9	EA.	600.00	5,400
Clean Out Lateral	0	EA.	90.00	0
Wyes	0	EA.	90.00	0
Pavement Replacement	0	S.F.	3.00	0
Adjust Manhole to Grade	0	EA.	300.00	0
Tie into Manhole	0	EA.	1,000.00	0
Rechannel Existing Manhole	0	EA.	1,200.00	0
Concrete Encasement	0	L.F.	20.00	0
Join Existing 8" Pipe	0	EA.	400.00	0
Join Existing 12" Pipe	0	EA.	600.00	0
TV Sewer	0	L.F.	0.50	0
Trench Paving	0	S.F.	5.00	0
			SUBTOTAL:	413,232

DATE:
PREPARED BY:
PROJECT:

04/01/13
Dave Ross
Tract 32515

EXHIBIT "A"
CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
ONSITE IMPROVEMENT COMPUTATION SHEET

IMPROVEMENT TYPE:

STREET IMPROVEMENT :	\$3,812,686
STORM DRAIN :	\$2,228,670
WATER SYSTEM :	\$507,142
SEWER SYSTEM :	\$413,232

TOTAL COST OF IMPROVEMENTS:	\$6,961,730
10% CONTINGENCY:	\$696,173

<u>GRAND TOTAL:</u>	\$7,657,903
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<u>SECURITY AMOUNT:</u>	\$7,658,000
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FAITHFUL PERFORMANCE SECURITY

SECURITY AMOUNT:	\$7,658,000
AMOUNT OF REDUCTION:	\$6,739,040
AMOUNT REMAINING:	\$918,960

LABOR & MATERIAL SECURITY

SECURITY AMOUNT:	\$3,829,000
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*The cost for securing payment of Labor and Materials is fifty (50) percent of the total cost estimate of the improvements.

DEED OF TRUST

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P.O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code § 6103

(SPACE ABOVE FOR RECORDER’S USE)

EXHIBIT “B”

**DEED OF TRUST
(Short Form)**

This Deed of Trust made April __, 2013, MPLC PIGEON PASS, LP, herein called TRUSTOR, whose address is 4100 Newport Place Suite 400, Newport Beach, CA 92660,

First American Title Company, herein called TRUSTEE, and the City of Moreno Valley, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Riverside County, California, described as:

See exhibit “A” attached hereto.

For the purpose of securing TRUSTOR’s obligations under that certain Public Improvements Agreement and Security Agreement dated April ____, 2013.To Protect the Security of This Deed of Trust, TRUSTOR Agrees:

This Deed of Trust shall be in position of first priority and the City shall never be placed in a subordinate position.

To keep said property in good condition and repair, to pay when due all claims for labor performed and materials furnished, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer, or permit any act upon said property in violation of law.

To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE and to pay all costs and expenses, including cost of evidence of title and attorneys fees in a reasonable sum, in any such action or proceeding in which the BENEFICIARY or TRUSTEE may appear, and in any suit brought by BENEFICIARY to foreclose this Deed.

To pay, at least ten days before delinquency, all taxes and assessments affecting said property, all encumbrances, charges and liens on said property or any part thereof which appear to be prior or superior hereto, and all costs, fees and expenses of this Trust. Should TRUSTOR fail to do any act as herein provided or in the Public Improvements Agreement and Security Agreement, then BENEFICIARY or

TRUSTEE, but without obligation to do so and without notice to or demand upon TRUSTOR and without releasing TRUSTOR from any obligation hereof, may made or do the same in such manner and to such extent as either may deem necessary to protect the security thereof, BENEFICIARY or TRUSTEE being authorized to enter upon said property for such purposes, appear in and defend any action purporting to affect the security thereof or the right or powers of BENEFICIARY or TRUSTEE, pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys fees.

That upon default by TRUSTOR in performance of any agreement secured hereby, BENEFICIARY may declare all sums and obligations secured hereby immediately due and payable by delivery to TRUSTEE by written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default having been given as then required by law, TRUSTEE, without demand on TRUSTOR, shall sell said property.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor
MPLC PIGEON PASS, LP.
(Property Owner)

BY: _____
Signature

Print/Type Name

Title

BY: _____
Signature

Print/Type Name

Title

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL A (PORTION):

LOTS 1 THROUGH 8 AND 14 THROUGH 166 AND LETTERED LOTS A THROUGH Z, INCLUSIVE, AA THROUGH GG, INCLUSIVE, II, JJ AND KK IN TRACT NO. 32515, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 417, PAGES 50 THROUGH 56, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY.

PARCEL B: (APN: 260-040-039)

THAT PORTION OF LOT 6 OF TRACT 17947, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 135 PAGES 35 THROUGH 49, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 6;

THENCE SOUTH 00° 18' 03" EAST ALONG THE WESTERLY LINE OF SAID LOT 6, A DISTANCE OF 887.74 FEET TO AN ANGLE POINT THEREIN, ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED;

THENCE CONTINUING SOUTH 00° 18' 03" EAST, A DISTANCE OF 36.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 6;

THENCE SOUTH 89° 36' 03" WEST ALONG SAID LINE, A DISTANCE OF 1259.37 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 45° 17' 13" WEST CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 32.59 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00° 10' 29" WEST ALONG SAID LINE, A DISTANCE OF 12.91 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH 89° 36' 03" EAST ALONG THE NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 1282.37 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH SHOWN BELOW BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED.

DEPTH: 500

RECORDED: JANUARY 30, 1986 AS INSTRUMENT NO. 23308 OF OFFICIAL RECORDS.

THENCE ABOVE DESCRIBED LEGAL DESCRIPTION CONFORMS TO THAT CERTAIN UNRECORDED LOT LINE ADJUSTMENT NO. 755 AS APPROVED BY THE CITY OF MORENO VALLEY PLANNING DEPARTMENT ON MAY 16, 1988 AS DISCLOSED BY THAT CERTAIN DOCUMENT RECORDED

Exhibit "A"

LEGAL DESCRIPTION OF THE PROPERTY

NOVEMBER 14, 1988 AS INSTRUMENT NO. 331985 OF OFFICIAL RECORDS.

PARCEL C:

AN EASEMENT FOR PONDING OF DRAINAGE WATER AS SHOWN IN A DOCUMENT RECORDED DECEMBER 26, 1989 AS INSTRUMENT NO. 450326 OF OFFICIAL RECORDS, OVER THAT PORTION OF REAL PROPERTY LOCATED AT OR BELOW AN ELEVATION OF 1741.3 FEET WITHIN LOT 33 OF TRACT NO. 17947, AS PER MAP RECORDED IN BOOK 135 PAGES 35 THROUGH 49, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

**AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PA04-0108 (TR 32515)
OFFSITE IMPROVEMENTS**

This Agreement, made and entered into by and between the City of Moreno Valley , State of California , hereinafter called City, and MPLC PIGEON PASS, LP, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA04-0108 (TR 32515) agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approved and accepted as complete by the City. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

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

Faithful Performance security shall be in the sum of ONE MILLION SEVEN HUNDRED TWENTY-SIX THOUSAND AND NO/100 Dollars (***\$1,726,000.00***). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of EIGHT HUNDRED SIXTYTHREE THOUSAND AND NO/100 Dollars (***\$863,000.00***). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

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

SECOND: Developer agrees to file with the City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

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

FOURTH: Pursuant to the second paragraph, Developer hereby provides the City with security totaling **TWO MILLION, FIVE HUNDRED EIGHTY-NINE THOUSAND DOLLARS (\$2,589,000.00)**, comprised of a deed of trust ("Deed of Trust") lien, in the amount of **ONE MILLION, TWO HUNDRED SEVENTY-TWO THOUSAND, FORTY DOLLARS (\$1,272,040.00)** and a letter of credit ("Letter of Credit") in favor of the City in the amount of **ONE MILLION, THREE HUNDRED AND SIXTEEN THOUSAND, NINE HUNDRED AND SIXTY DOLLARS (\$1,316,960.00)**, securing the project known as **PA04-0108 (TR 32515)** and naming the City as the secured party, creating a security interest in favor of the City. The City's security interest shall have priority over any other security interest or lien.

The form of the Deed of Trust is attached as Exhibit B and made a part of this Agreement by this reference. Developer shall not place any encumbrance on the parcel and shall keep the property free from any security interest that would adversely affect the City's interests under the deed of trust. If the City Engineer reasonably determines at any time that the deed of trust is an insufficient amount of security to pay for the work required by this agreement, or if the Developer is in default of any obligation under this agreement, a written notice of such insufficiency or default may at any time thereafter be served upon to the Developer by the City. Developer shall have thirty (30) calendar days to cure the insufficiency or default to the satisfaction of the City. In the event Developer fails to cure the insufficiency, or in the alternative, to pay the costs of construction to complete the work required by this Agreement, or if Developer fails to cure any default for which written notice was issued, then the City, without further notice, and to the extent permitted by law, shall have the authority to foreclose on the deed of trust lien and take possession of the project PA04-0108 (TR 32515) property, exclude the Developer therefrom, and exercise any and all of the rights and remedies conferred upon the City by the deed of trust, and may sell, lease, or otherwise dispose of the property and use the proceeds to satisfy Developer's obligations under this Agreement. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, they shall be in default of this Agreement unless all required public improvements are completed within thirty (30) days of the date on which the City Engineer notified the Developers of the insufficiency of

the security. Upon completion of all required public improvements for the parcel, the lien created by the deed of trust shall be released as to that parcel and the City shall execute all documents to reconvey its interest in that parcel to the Developer.

The form of the Letter of Credit is attached as Exhibit C and made a part of this Agreement by this reference. The Letter of Credit shall be issued by Wells Fargo Bank, N.A., and will remain in full force and effect until all of Developer's obligations arising under this Agreement have been completed to the satisfaction of the City, in City's sole discretion. If the City Engineer reasonably determines at any time that the Developer is in default of any obligation under this Agreement, a written notice of insufficiency or default may at any time thereafter be served upon to the Developer by the City. Developer shall have thirty (30) calendar days to cure the insufficiency or default to the satisfaction of the City. In the event Developer fails to cure the insufficiency, or in the alternative, to pay the costs of construction to complete the work required by this Agreement, or if Developer fails to cure any default for which written notice was issued, then the City, without further notice, and to the extent permitted by law, shall have the authority to draw upon the Letter of Credit. City shall contemporaneously, with any such drawing, provide written notice thereof to Developer, with such written notice specifying the purpose, amount and date of such draw; provided, however, that City's failure to provide such notice shall in no way impair or defeat City's ability to draw upon the Letter of Credit. With each draw of funds by City upon the Letter of Credit, the total available amount of the Letter of Credit shall be reduced by a sum equal to City's draw. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with City's notice of insufficiency, they shall be in default of this Agreement unless all required public improvements are completed within thirty (30) days of the date on which the City Engineer notified the Developers of the insufficiency.

Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney. Developer further agrees that no partial reductions will be made until the project is complete, approved and accepted by the City Council of the City.

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

SIXTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission

shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

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

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

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

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

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

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

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
MPLC PIGEON PASS, LP
C/O: Randall Luce
4100 Newport Place
Suite 400
Newport Beach, California 92660

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

Date approved by the City: _____

MPLC PIGEON PASS, LP:
Developer

BY: _____
Signature

Print/Type Name

BY: _____
Signature

Print/Type Name

**ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY**

By: _____
City Clerk

CITY OF MORENO VALLEY

By: _____
Mayor

(SEAL)

**APPROVED AS TO FORM:
CITY ATTORNEY**

Date: _____

By: _____
City Attorney

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

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY

ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 5

PROJECT: Tract 32515

DATE: **07/24/06**
PREPARED BY: **Dave Ross**

STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	0	C.Y.	20.00	0
A.B. Class II	0.58	Thickness (ft.)		
	42635	S.F.	55.00	98,604
A.C.	0.67	Thickness (ft.)		
	42635	S.F.	90.00	186,390
A.B. Class II	0.25	Thickness (ft.)		
	1440	S.F.	55.00	1,436
A.C.	0.5	Thickness (ft.)		
	1440	S.F.	90.00	4,698
A.C. Cap	0	Ton	90.00	0
A.C. Overlay	0	Ton	90.00	0
Grind & Pave 0.20'	300	S.F.	3.25	975
Curb and Gutter - 6"	148	L.F.	22.00	3,256
Curb and Gutter - 8"	1195	L.F.	25.00	29,875
Curb Only - 6"	0	L.F.	18.00	0
Curb Only - 8"	0	L.F.	20.00	0
Cross Gutter and Spandrel	745	S.F.	15.00	11,175
Sidewalk	5641	S.F.	7.00	39,487
Driveway Approach - 6"	0	S.F.	14.00	0
Driveway Approach - 8"	0	S.F.	16.00	0
Alley Approach - 8"	0	S.F.	16.00	0
P.C.C. Paving - 6"	0	S.F.	14.00	0
P.C.C. Paving - 8"	0	S.F.	16.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Slurry Seal (Based on \$150/Ton Type II)	4737	S.Y.	2.25	10,658
Redwood Header	0	L.F.	6.00	0
Sawcut	1335	L.F.	1.50	2,003
Trench Repaving	0	S.F.	12.00	0
Utility Trench	0	L.F.	17.00	0
Wheelchair Ramp	2	EA.	1,200.00	2,400
Street Name Sign	1	EA.	500.00	500
Stop Sign	1	EA.	200.00	200
Barricade	0	L.F.	100.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Signs and Posts	6	EA.	200.00	1,200
Street Sweeping Sign	7	EA.	200.00	1,400
Bus Bay	1	EA.	20,000.00	20,000
Traffic Striping/raised pavement markers	1	L.S.	--	
Traffic Signal (Includes Interconnect, Controller, Software)	1	EA.	272,000.00	272,000
Traffic Signal Interconnect (Existing Signals Only)	2640	L.F.	30.00	79,200
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Street Lights (9500 lumen)	0	EA.	4,000.00	0
Street Lights (22000 lumen)	5	EA.	5,000.00	25,000
Remove Existing Pavement	17712	S.F.	0.50	8,856
Remove AC Dike	102	L.F.	3.00	306
Remove Existing Guard Rail	150	L.F.	5.00	750
Relocate Powerpole	6	EA.	30,000.00	180,000
Cluster Mail Boxes	0	EA.	4,500.00	0
			SUBTOTAL:	980,368
Landscaping	15840	S.F.	6.00	95,040
Water Quality Basins	0	S.F.	6.00	0
Electrical Utility Infrastructure	0	L.S.	--	0
Electrical Utility Line Extension	0	L.F.	135.00	0
			SUBTOTAL:	95,040
Monuments:	0	EA.	100.00	\$0

PROJECT: Tract 32515

DATE: 07/24/06

PREPARED BY: Dave Ross

STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	475	L.F.	190.00	90,250
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
50" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Manhole No. 1	2	EA.	5000.00	10,000
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	S.F.	535.00	0
Grated Catch Basin	0	EA.	6000.00	0
Transition Structure	0	EA.	5500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Junction Structure	0	EA.	6000.00	0
Headwall	4	EA.	5500.00	22,000
Rip Rap	500	TON	60.00	30,000
Wing Wall	4		5000.00	20,000
Parkway Drain	0	EA.	3500.00	0
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Outlet Structure	2	EA.	8000.00	16,000
Concrete Collar (to 48")	1	EA.	3000.00	3,000
Triple 16'x6' RCB Culvert	264	LF	650.00	171,600
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
SUBTOTAL:				362,850

PROJECT: Tract 32515

DATE: 07/24/06

PREPARED BY: Dave Ross

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
20" Water Pipe	0	L.F.	180.00	0
18" Water Pipe	0	L.F.	135.00	0
16" Water Pipe	0	L.F.	90.00	0
12" Water Pipe	0	L.F.	60.00	0
10" Water Pipe	0	L.F.	55.00	0
8" Water Pipe	0	L.F.	50.00	0
6" Water Pipe	0	L.F.	40.00	0
4" Water Pipe	0	L.F.	30.00	0
16" Gate Valve	0	EA.	5,000.00	0
12" Gate Valve	0	EA.	2,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
8" Gate Valve	0	EA.	1,000.00	0
6" Gate Valve	0	EA.	800.00	0
4" Gate Valve	0	EA.	600.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
8" Butterfly Valve	0	EA.	800.00	0
6" Butterfly Valve	0	EA.	520.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Fire Hydrants	0	EA.	2,800.00	0
6" Super Fire Hydrants	0	EA.	3,000.00	0
Misc. Fittings (Teess, Crosses, Etc.) L/S				
4"	0	EA.	120.00	0
6"	0	EA.	160.00	0
8"	0	EA.	200.00	0
10"	0	EA.	240.00	0
12"	0	EA.	750.00	0
Blow Off 6"	0	EA.	2,500.00	0
Blow Off 4"	0	EA.	2,000.00	0
Air Vac & Release 2"	0	EA.	3,000.00	0
Air Vac & Release 1"	0	EA.	2,000.00	0
Meter 2" W/O Service	0	EA.	455.00	0
Meter 1 1/2" W/O Service	0	EA.	360.00	0
Meter 1" W/O Service	0	EA.	270.00	0
Meter 5/8" W/O Service	0	EA.	200.00	0
Service Connections 2"	0	EA.	1,600.00	0
Service Connections 1 1/2"	0	EA.	1,100.00	0
Service Connections 1"	0	EA.	500.00	0
Hot Tap 8"	0	EA.	2,800.00	0
Hot Tap Water Service	0	EA.	330.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Thrust Block	0	CY	150.00	0
			SUBTOTAL:	0

PROJECT: Tract 32515

DATE: 07/24/06

PREPARED BY: Dave Ross

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	185.00	0
33" V.C. Pipe	0	L.F.	165.00	0
30" V.C. Pipe	0	L.F.	150.00	0
27" V.C. Pipe	0	L.F.	135.00	0
24" V.C. Pipe	0	L.F.	120.00	0
21" V.C. Pipe	0	L.F.	105.00	0
18" V.C. Pipe	0	L.F.	90.00	0
15" V.C. Pipe	0	L.F.	75.00	0
12" V.C. Pipe	0	L.F.	50.00	0
10" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	0	L.F.	30.00	0
6" V.C. Pipe	0	L.F.	25.00	0
4" V.C. Pipe	0	L.F.	20.00	0
15" SDR - 35	0	L.F.	60.00	0
12" SDR - 35	0	L.F.	50.00	0
10" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	19.00	0
4" SDR - 35	0	L.F.	13.00	0
Standard Manhole 48"	0	EA.	3,000.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,000.00	0
Tie Into Existing Manhole	0	EA.	1,500.00	0
Raise Manhole to Grade	0	EA.	300.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	600.00	0
Join Existing 12" Pipe	0	EA.	800.00	0
Clean-outs	0	EA.	700.00	0
Clean Out Lateral	0	EA.	120.00	0
Wyes	0	EA.	90.00	0
Pavement Replacement	0	S.F.	3.00	0
Concrete Encasement	0	L.F.	20.00	0
TV Sewer	0	L.F.	1.00	0
Trench Paving	0	S.F.	5.00	0
SUBTOTAL:				0

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

PROJECT: **Tract 32515**

DATE: **07/24/06**

PREPARED BY: **Dave Ross**

IMPROVEMENT TYPE:

ROADWORK	:	\$980,368
STORM DRAIN	:	\$362,850
WATER SYSTEM	:	\$0
SEWER SYSTEM	:	\$0
SURVEY MONUMENTS	:	\$0
LANDSCAPING:		\$95,040
WATER QUALITY BASINS:		\$0
ELECTRICAL UTILITY INFRASTRUCTURE		\$0
ELECTRICAL UTILITY LINE EXTENSION		\$0

TOTAL COST (VALUE) OF IMPROVEMENTS: \$1,438,258

+20% CONTINGENCY: \$287,652

GRAND TOTAL: \$1,725,909

FAITHFUL PERFORMANCE SECURITY

SECURITY AMOUNT: \$1,726,000

LABOR & MATERIAL SECURITY

SECURITY AMOUNT: \$863,000

*The cost for securing payment of Labor and Materials is fifty (50) percent of the total cost estimate of the improvements.

DEED OF TRUST

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P.O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code § 6103

(SPACE ABOVE FOR RECORDER’S USE)

EXHIBIT “B”

**DEED OF TRUST
(Short Form)**

This Deed of Trust made April __, 2013, MPLC PIGEON PASS, LP, herein called TRUSTOR, whose address is 4100 Newport Place Suite 400, Newport Beach, CA 92660,

First American Title Company, herein called TRUSTEE, and the City of Moreno Valley, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Riverside County, California, described as:

See exhibit “A” attached hereto.

For the purpose of securing TRUSTOR’s obligations under that certain Public Improvements Agreement and Security Agreement dated April ____, 2013. To Protect the Security of This Deed of Trust, TRUSTOR Agrees:

This Deed of Trust shall be in position of first priority and the City shall never be placed in a subordinate position.

To keep said property in good condition and repair, to pay when due all claims for labor performed and materials furnished, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer, or permit any act upon said property in violation of law.

To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE and to pay all costs and expenses, including cost of evidence of title and attorneys fees in a reasonable sum, in any such action or proceeding in which the BENEFICIARY or TRUSTEE may appear, and in any suit brought by BENEFICIARY to foreclose this Deed.

To pay, at least ten days before delinquency, all taxes and assessments affecting said property, all encumbrances, charges and liens on said property or any part thereof which appear to be prior or superior hereto, and all costs, fees and expenses of this Trust. Should TRUSTOR fail to do any act as herein provided or in the Public Improvements Agreement and Security Agreement, then BENEFICIARY or

TRUSTEE, but without obligation to do so and without notice to or demand upon TRUSTOR and without releasing TRUSTOR from any obligation hereof, may made or do the same in such manner and to such extent as either may deem necessary to protect the security thereof, BENEFICIARY or TRUSTEE being authorized to enter upon said property for such purposes, appear in and defend any action purporting to affect the security thereof or the right or powers of BENEFICIARY or TRUSTEE, pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys fees.

That upon default by TRUSTOR in performance of any agreement secured hereby, BENEFICIARY may declare all sums and obligations secured hereby immediately due and payable by delivery to TRUSTEE by written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default having been given as then required by law, TRUSTEE, without demand on TRUSTOR, shall sell said property.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor
MPLC PIGEON PASS, LP.
(Property Owner)

BY: _____
Signature

Print/Type Name

Title

BY: _____
Signature

Print/Type Name

Title

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL A (PORTION):

LOTS 1 THROUGH 8 AND 14 THROUGH 166 AND LETTERED LOTS A THROUGH Z, INCLUSIVE, AA THROUGH GG, INCLUSIVE, II, JJ AND KK IN TRACT NO. 32515, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 417, PAGES 50 THROUGH 56, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY.

PARCEL B: (APN: 260-040-039)

THAT PORTION OF LOT 6 OF TRACT 17947, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 135 PAGES 35 THROUGH 49, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 6;

THENCE SOUTH 00° 18' 03" EAST ALONG THE WESTERLY LINE OF SAID LOT 6, A DISTANCE OF 887.74 FEET TO AN ANGLE POINT THEREIN, ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED;

THENCE CONTINUING SOUTH 00° 18' 03" EAST, A DISTANCE OF 36.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 6;

THENCE SOUTH 89° 36' 03" WEST ALONG SAID LINE, A DISTANCE OF 1259.37 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 45° 17' 13" WEST CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 32.59 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00° 10' 29" WEST ALONG SAID LINE, A DISTANCE OF 12.91 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH 89° 36' 03" EAST ALONG THE NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 1282.37 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH SHOWN BELOW BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED.

DEPTH: 500

RECORDED: JANUARY 30, 1986 AS INSTRUMENT NO. 23308 OF OFFICIAL RECORDS.

THENCE ABOVE DESCRIBED LEGAL DESCRIPTION CONFORMS TO THAT CERTAIN UNRECORDED LOT LINE ADJUSTMENT NO. 755 AS APPROVED BY THE CITY OF MORENO VALLEY PLANNING DEPARTMENT ON MAY 16, 1988 AS DISCLOSED BY THAT CERTAIN DOCUMENT RECORDED

Exhibit "A"

LEGAL DESCRIPTION OF THE PROPERTY

NOVEMBER 14, 1988 AS INSTRUMENT NO. 331985 OF OFFICIAL RECORDS.

PARCEL C:

AN EASEMENT FOR PONDING OF DRAINAGE WATER AS SHOWN IN A DOCUMENT RECORDED DECEMBER 26, 1989 AS INSTRUMENT NO. 450326 OF OFFICIAL RECORDS, OVER THAT PORTION OF REAL PROPERTY LOCATED AT OR BELOW AN ELEVATION OF 1741.3 FEET WITHIN LOT 33 OF TRACT NO. 17947, AS PER MAP RECORDED IN BOOK 135 PAGES 35 THROUGH 49, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

Irrevocable Standby Letter Of Credit

Number: IS0025629U
Issue Date: March 21, 2013

<u>BENEFICIARY</u>	<u>APPLICANT</u>
CITY OF MORENO VALLEY 14177 FEBERICK ST. PO BOX 88005 MORENO VALLEY, CALIFORNIA 92552	MPLC PIGEON PASS, LP 4100 NEWPORT PLACE DR. SUITE 400 NEWPORT BEACH, CALIFORNIA 92660

LETTER OF CREDIT ISSUE AMOUNT USD 1,316,960.00 EXPIRY DATE APRIL 10, 2014

LADIES AND GENTLEMEN:

WELLS FARGO BANK, N.A., A FINANCIAL INSTITUTION SUBJECT TO REGULATION BY THE STATE OF CALIFORNIA AND THE UNITED STATES GOVERNMENT, ESTABLISHES AND DELIVERS TO THE CITY OF MORENO VALLEY THIS IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR FOR THE ACCOUNT OF MPLC PIGEON PASS, LP, 4100 NEWPORT PLACE DR., SUITE 400, NEWPORT BEACH, CA 92660 UP TO AN AGGREGATE SUM OF ONE MILLION THREE HUNDRED SIXTEEN THOUSAND NINE HUNDRED SIXTY AND NO /100 DOLLARS (USD 1,316,960.00) AS "IMPROVEMENT SECURITY" AS REQUIRED BY THE GOVERNMENT CODE SECTIONS 66499 ET SEQ. AND REGULATIONS OF THE CITY OF MORENO VALLEY, FOR PROJECT NO. TRACT 32515.

ALL OR ANY PORTION OF THE FUNDS AVAILABLE PURSUANT TO THIS IRREVOCABLE LETTER OF CREDIT WILL BE PAID UPON THE WRITTEN DEMAND OF THE CITY OF MORENO VALLEY. THE WRITTEN DEMAND NEED NOT PRESENT DOCUMENTATION OF ANY TYPE AS A CONDITION OF PAYMENT, INCLUDING PROOF OF LOSS, BUT WILL BE AVAILABLE BY YOUR DRAFT AT SIGHT DRAWN ON US AND ACCOMPANIED BY YOUR SIGNED CERTIFICATION STATING THAT:

- 1."MPLC PIGEON PASS, LP HAS NOT COMPLIED WITH THE PERFORMANCE AND/OR LABOR AND MATERIALS REQUIREMENTS AS SET FORTH IN THE AGREEMENTS ENTERED INTO WITH THE CITY OF MORENO VALLEY."
- OR
- 2."MPLC PIGEON PASS, LP HAS NOT MAINTAINED THE OFFSITE IMPROVEMENTS AS SET FORTH IN THE AGREEMENTS ENTERED INTO WITH THE CITY OF MORENO VALLEY FOR THE ONE YEAR GUARANTEE AND WARRANTY PERIOD".

THIS IRREVOCABLE LETTER OF CREDIT EXPIRES AT THE INSTITUTION'S COUNTER ON APRIL 10, 2014; HOWEVER, IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR SUCCESSIVE ONE YEAR PERIODS FROM THE PRESENT AND ALL FUTURE EXPIRATION DATES THEREOF UNLESS AT LEAST 60 DAYS PRIOR TO ANY SUCH DATE THE INSTITUTION SHALL NOTIFY THE CITY IN WRITING THAT THE INSTITUTION ELECTS NOT TO CONSIDER THIS

Together we'll go far



LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

UPON OUR SENDING YOU SUCH NOTICE OF THE NON-EXTENSION OF THE EXPIRATION DATE OF THIS LETTER OF CREDIT, YOU MAY ALSO DRAW UNDER THIS LETTER OF CREDIT, ON OR BEFORE THE FINAL EXPIRATION DATE SPECIFIED IN SUCH NOTICE, BY PRESENTATION OF THE FOLLOWING DOCUMENTS TO US AT OUR ABOVE ADDRESS:

1. A DRAFT DRAWN ON US AT SIGHT MARKED "DRAWN UNDER WELLS FARGO BANK, N.A. STANDBY LETTER OF CREDIT NO. IS0025629U."
2. THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT AND ANY AMENDMENTS THERETO.
3. YOUR SIGNED AND DATED STATEMENT WORDED AS FOLLOWS (WITH THE INSTRUCTIONS IN BRACKETS THEREIN COMPLIED WITH):

THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY OF WELLS FARGO BANK, N. A. LETTER OF CREDIT NO. IS0025629U, HEREBY CERTIFIES THAT IT HAS RECEIVED NOTIFICATION FROM WELLS FARGO BANK, N.A. THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED PAST ITS CURRENT EXPIRATION DATE. THE UNDERSIGNED FURTHER CERTIFIES THAT (I) AS OF THE DATE OF THIS STATEMENT, IT HAS NOT RECEIVED A LETTER OF CREDIT OR OTHER INSTRUMENT ACCEPTABLE TO IT AS A REPLACEMENT; AND (II) MPLC PIGEON PASS, LP. HAS NOT BEEN RELEASED FROM ITS OBLIGATIONS."

WHEN THE WORK COVERED BY THE AGREEMENT IS COMPLETED TO THE SATISFACTION OF THE CITY, THE CITY ENGINEER OF THE CITY OF MORENO VALLEY WILL RELEASE THE SECURITY.

IN ADDITION TO THE FACE AMOUNT THERE SHALL BE INCLUDED COSTS AND REASONABLE EXPENSES AND FEES, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED BY THE CITY IN SUCCESSFULLY ENFORCING SUCH OBLIGATION, ALL TO BE TAXED AS COSTS AND INCLUDED IN ANY JUDGMENT RENDERED.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICE 1998 INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

Very Truly Yours,

WELLS FARGO BANK, N.A.

By:

Sharon Peace-Smoot

Authorized Signature

The original of the Letter of Credit contains an embossed seal over the Authorized Signature.

Together we'll go far



Please direct any written correspondence or inquiries regarding this Letter of Credit, always quoting our reference number, to **Wells Fargo Bank, National Association**, Attn: U.S. Standby Trade Services

at either One Front Street
MAC A0195-212,
San Francisco, CA 94111

or 401 Linden Street
MAC D4004-017,
Winston-Salem, NC 27101

Phone inquiries regarding this credit should be directed to our Standby Customer Connection Professionals

1-800-798-2815 Option 1
(Hours of Operation: 8:00 a.m. PT to 5:00 p.m. PT)

1-800-776-3862 Option 2
(Hours of Operation: 8:00 a.m. EST to 5:30 p.m. EST)



ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth; TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF March,
2013 BY NAME AND TITLE Sharon Peace-Smoot

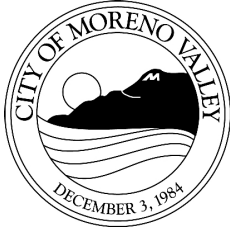
Lisa R Baker
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: May 30, 2016

LISA R BAKER
NOTARY PUBLIC
DAVIDSON COUNTY, NC
My Commission Expires May 30, 2016

Together we'll go far





APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: April 9, 2013

TITLE: APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR ACQUISITION OF APN 473-220-072 FOR THE NORTHEAST FIRE STATION, PROJECT NO. 803 0018 70 77

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Conveyance of Real Property with IL Nam Oh and Yun Kang Oh for acquisition of APN 473-220-072 for the Northeast Fire Station project.
2. Authorize the City Manager to execute the Agreement for Conveyance of Real Property and authorize the Public Works Director/City Engineer to approve any changes subject to the approval of the City Attorney.
3. Authorize the issuance of a Purchase Order for \$152,500 (\$146,000 for the acquisition purchase price plus \$6,500 for escrow closing fees) when the Agreement has been signed by all parties.

BACKGROUND

The Fire Department has strategically identified the need of a new fire station in the northeast area of the City to provide service to the surrounding neighborhood. Land acquisition was funded in the Fiscal Year 2012/2013 Capital Improvement Plan to take advantage of depressed real estate values. The Fire Department does not intend to build and operate a fire station at this location any time in the near future. The City Council authorized staff to negotiate and acquire the property at its December 4, 2012 Closed Session meeting.

DISCUSSION

The acquisition site meets the Fire Department’s needs. The site is located on the northeast corner of Ironwood Avenue and Redlands Boulevard (APN 473-220-072). It is in R1 zoning with an area of approximately 1.70 acres.

After negotiation, the owner has agreed to a cash purchase price of \$146,000. The acquisition of APN 473-220-072 exceeds the \$100,000 threshold of the City Manager's signature authority; therefore, it requires the Agreement for Conveyance of Real Property to be approved by the City Council.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative allows the City to acquire the land needed for the construction of the Northeast Fire Station.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying acquisition of the land required for the construction of the Northeast Fire Station.*

FISCAL IMPACT

Funding for the proposed land acquisition is included in the Fiscal Year 2012/2013 Capital Improvement Plan budget and is funded by the Fire Services Capital Projects Fund (Fund 3005). There is no impact to the General Fund.

AVAILABLE PROJECT FUNDS – Fiscal Year 2012/2013

Fire Services Capital Projects Fund
 (Account 3005-70-77-80003) (Project No. 803 0018 70 77-3005) \$ 500,000

ESTIMATED LAND ACQUISITION EXPENDITURES - Fiscal Year 2012/2013

Land Acquisition	\$ 146,000
Escrow Closing Costs	\$ 6,500
Project Administration and Miscellaneous Costs*	\$ 10,000
Total Land Acquisition-Related Expenditures.....	\$ 162,500

**Provided and incurred by City Staff.*

ANTICIPATED PROJECT SCHEDULE

Open Escrow..... April 2013
 Complete Land Acquisition..... June 2013

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

The Fire Department has strategically identified the need for a new fire station in the northeast area of the City to provide service to the surrounding neighborhood. The selected site (APN 473-220-072) is approximately 1.70 acres in size, located at the northeast corner of Ironwood Avenue and Redlands Boulevard, and meets the Fire Department's needs. The City Council is requested to authorize issuance of a Purchase Order for \$152,500 for acquisition of this property.

ATTACHMENTS

Attachment 1: Location Map

Attachment 2: Agreement for Conveyance of Real Property

Prepared By:
Henry Ngo
Senior Engineer, P.E.

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

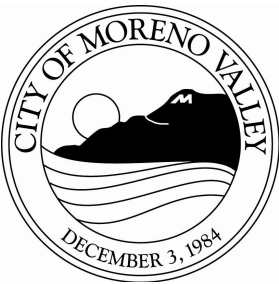
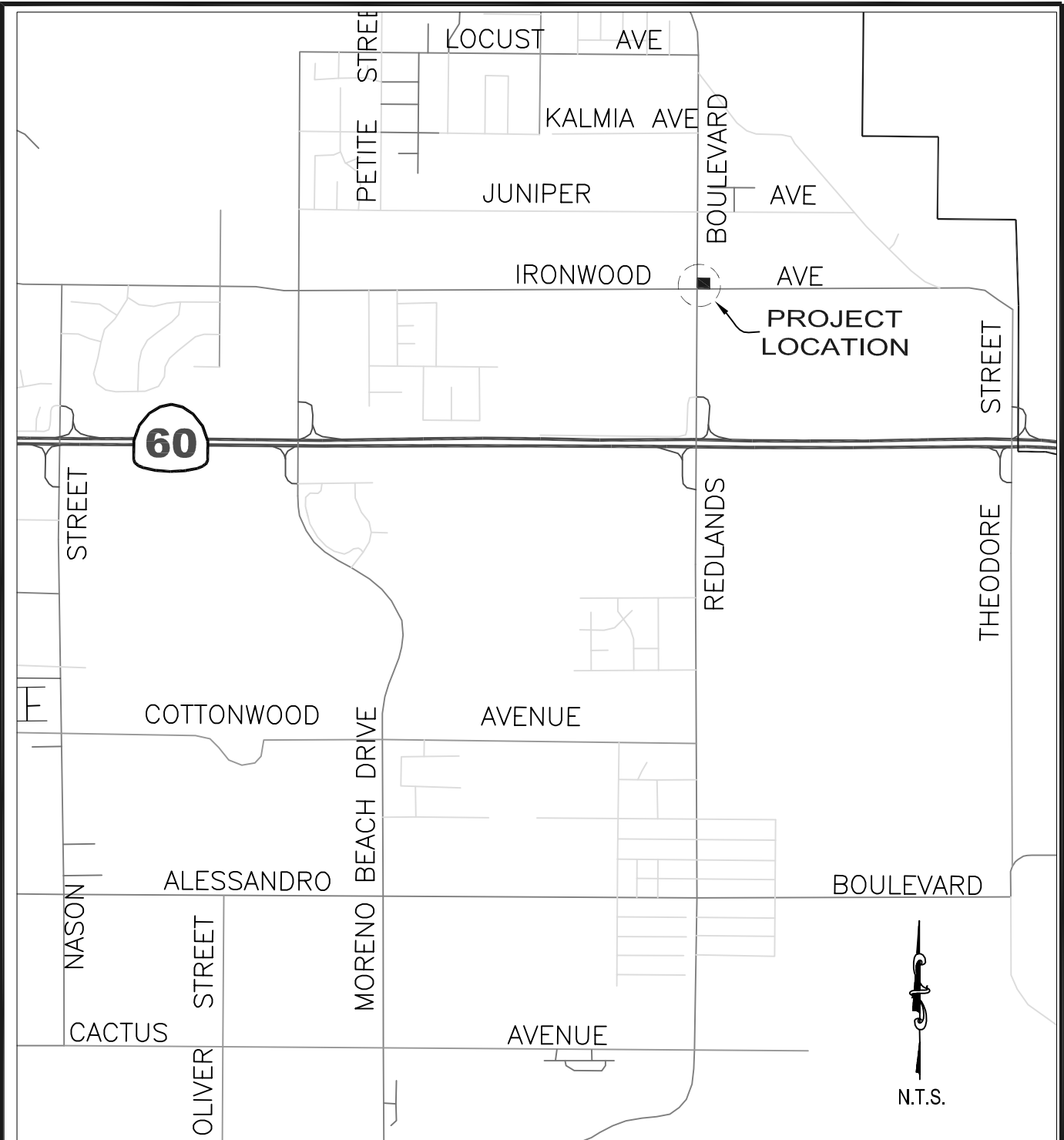
Concurred By:
Prem Kumar, P.E.,
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Abdul Ahmad
Fire Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:

Other:	Hearing set for:
--------	------------------

W:\CAPP\PROJECTS\HENRY - 02-1218520 - SIP FOR PRIV STWENTLAND\WINDMILL\WILSON\INNY\DESIGN PHASE\AUTO CAD\FY12-13_LOC_MAP.DWG



LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT 1

NORTHEAST FIRE STATION LAND ACQUISITION

PROJECT No. 803 0018 70 77 3 005

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AGREEMENT FOR CONVEYANCE OF REAL PROPERTY

THIS AGREEMENT is entered into by and between IL Nam Oh and Yun Kang Oh, husband and wife as joint tenants, ("Grantors"), and CITY OF MORENO VALLEY, a municipal corporation ("Grantee").

RECITALS

A. Grantors own certain real property located on the northeast corner of Redlands Boulevard and Ironwood Avenue, Moreno Valley, bearing Assessor Parcel No 473-220-072 (the "Property").

B. Grantee desires to purchase the Property and Grantors desire to sell and convey the Property as described in Exhibit A, of which is attached hereto (the "Parcel").

C. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Parcel.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE.

Grantee agrees to buy and Grantors agrees to sell and convey the Parcel for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be fair market value for the Parcel.

2. ESCROW.

Upon execution of this Agreement by all parties, Grantee shall open an escrow (the "Escrow") with Lawyers Title (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Parcel. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 Purchase Price.

The total purchase price for the Parcel shall be the lump sum of One Hundred Forty Six Thousand Dollars (\$146,000.00) which shall be paid by Grantee to Grantors through Escrow Holder in cash at the close of escrow.

2.2 Close of Escrow.

Escrow shall close on or before sixty (60) days following the execution of this Agreement (the "Close of Escrow"). If the Escrow is not in a condition to close by the Close of Escrow, any party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in paragraph 3, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

2.3 Condition of Title to the Parcel.

Grantors shall convey title to the Parcel to Grantee as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Parcel only matters approved in writing by Grantee. Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Grantee, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Grantee's title to the Parcel at or prior to the Close of Escrow.

2.4 Escrow and Closing Costs.

Grantee shall pay the cost of the Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

2.5 Investigations.

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental, drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Parcel for Grantee's intended use thereof. If Grantee determines that the Parcel is not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantors hereby grants to Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee's approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantors' representations or warranties under this

Agreement, and Grantors acknowledges and agrees that Grantee is relying upon Grantors' representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantors. Grantee to indemnify Grantors and provide a policy of general liability insurance of \$1,000,000 for Grantee's employees and agents during the investigative period and name Grantors as additional insured.

2.6 Deposit of Funds and Documents.

(a) Prior to Close of Escrow, Grantee shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the cash portion of the purchase price to be paid to Grantors through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

(b) Prior to the Close of Escrow, Grantors shall deposit into Escrow (i) the properly executed Grant Deed conveying the Parcel, and (ii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.7 Grantee's Conditions Precedent to Close of Escrow.

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantors set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) Grantors shall timely perform all obligations required by the terms of this Agreement to be performed by them.

2.8 Grantors' Conditions Precedent to Close of Escrow.

For the benefit of Grantors, the Close of Escrow shall be conditioned upon the timely performance by Grantee of all obligations required of Grantee by the terms of this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF GRANTORS.

Grantors' make the following representations and warranties, each of which shall survive the Close of Escrow:

(a) Grantors' hold title to an indefeasible estate in fee simple in the Property. Grantors are the sole owner of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Parcel over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantors, Grantors' performance hereunder, and the consummation of this transaction will not constitute a

violation of any order or decree or result in the breach of any contract or agreement to which Grantors are at present parties, or by which Grantors are bound;

(c) Grantors will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee;

(d) To Grantors' knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) According to Grantors' knowledge, the Property is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions underlying the Property which could affect the Parcel or its use, and Grantors has not used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601 et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801 et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901 et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317 et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time;

(f) In the event Grantee discovers Hazardous Materials, contaminated soil and/or water in, on or under the Property, Grantors shall be solely responsible for the removal and disposal of any and all such Hazardous Materials, contaminated soil and/or water; In the event Grantors fails to remove said Hazardous Materials, contaminated soil and/or water, Grantee or its designee shall have the right to remove and dispose of said Hazardous Materials, contaminated soil and/or water at Grantors' sole cost and expense. Grantors shall immediately reimburse Grantee for costs and expenses incurred by Grantee for the removal and disposal of any Hazardous Materials, contaminated soil and/or water upon receipt of a bill or invoices therefor. Grantors further agrees to indemnify and hold Grantee, its officers, employees, consultants and agents, harmless from any and all liability, costs, fines, penalties, charges and/or claims of any kind whatsoever related to the existence and removal of any Hazardous Materials, contaminated soil and/or water; and/or water at the site.

4. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

A. Grantee shall save harmless and indemnify Grantors against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of Grantee or Grantee's contractor in the performance of any work by Grantee or Grantee's contractor to construct the works of improvement for which the Parcel is conveyed.

5. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Grantors, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Parcel by Grantee, and Grantors hereby expressly and unconditionally waive any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Parcel.

B. This Agreement arose out of Grantee's efforts to acquire the Parcel through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Parcel or of the Property or of liability by any party to this Agreement. Grantors, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's efforts to acquire the Parcel or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Grantors further release and agree to hold Grantee harmless from any and all claims by reason of any leasehold interest in the Property.

C. Grantors hereby acknowledge that they have been advised by their attorney and are familiar with the provisions of California Civil Code section 1542, which provides as follows:

These representations and warranties shall survive the Close of Escrow. "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Grantors acknowledge that they may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future.

Nevertheless, Grantors hereby acknowledge that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect, except as set forth in Section 5 above.

This acknowledgment and release shall survive the Close of Escrow.

6. REMEDIES

If Grantors default under this Agreement, then Grantee may, at Grantee's option, terminate the Escrow or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that Grantee may have at law or in equity. If Grantee defaults under this Agreement, then Grantors may, at Grantors' option, terminate the Escrow or pursue any rights or remedies that Grantors may have at law or in equity.

7. MISCELLANEOUS.

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantors: IL Nam Oh
Yun Kang Oh
12061 Spencer Drive
Garden Grove, CA 92841

Grantee: City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552-0805
Attention: Henry Ngo, Senior Engineer, P.E.

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

D. Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

E. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

F. Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees (including fees for in-house counsel, paraprofessionals and similar personnel and disbursements) and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled. The parties agree that actual attorneys' fees shall be based on the attorneys fees actually incurred (based on the attorneys' customary hourly billing rates including, but not limited to, equivalent rates for in-house counsel) rather than the court or arbitrator making an independent inquiry concerning reasonableness. The venue of any such action, arbitration, lawsuit or other proceeding or litigation may, at the option of the City, be laid in Riverside County, California, and the parties waive any right to change of venue.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. Confidentiality. Grantors will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantors be required to refrain from disclosing the terms of this Agreement where: (I) they are legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantors, or any of their agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantors, or any of their agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

J. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to Grantee's acquisition of the Parcel and shall

never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

K. No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed for the Parcel.

L. Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Moreno Valley.

M. Broker. Grantors and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

N. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED: _____

Grantors:

IL Nam Oh

Yun Kang Oh

DATED: _____

Grantee:

CITY OF MORENO VALLEY

By: _____

Its: City Manager _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 3 of the South 30.84 feet of Parcel 2 of Parcel Map 7713, in the City of Moreno Valley, County of Riverside, State of California, as per map recorded in Book 28, Page 71 of Parcel Maps, in the office of the County Recorder of said Riverside County.

Assessor's Parcel Number: **473-220-072-1**



APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: April 9, 2013 (Continued from March 26, 2013)

TITLE: PA12-0048 (PM 36511) – APPROVE PARCEL MAP

RECOMMENDED ACTION

Recommendations:

1. Approve Parcel Map 36511.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On January 22, 2013, the Community & Economic Development Director of the City of Moreno Valley approved Tentative Parcel Map No. 36511 (PA12-0048). The parcel map proposes to subdivide 1.18 gross acres into two (2) parcels. All public improvements were previously constructed and both parcels have been developed. The map is located at the southeast corner of Frederick Street and Sunnymead Boulevard.

DISCUSSION

Parcel Map No. 36511 is in substantial conformance with the approved tentative map. The developer has requested that the map be approved for recordation. There are buildings on both parcels which are occupied and operating. All public improvements

were previously constructed as part of the development plot plan applications for the existing buildings. The developer is required to set monuments per the parcel map, some of which are within the public right-of-way on Frederick Street and Sunnymead Boulevard.

The developer submitted covenants, conditions, and restrictions (CC&Rs) for staff's review. The CC&Rs address vehicular and pedestrian access between parcels as well as shared maintenance responsibilities for the joint use of a trash enclosure and common landscape area along the east property line.

ALTERNATIVES

1. Approve Parcel Map 36511 and authorize the City Clerk to sign the map and transmit to the County Recorder's Office for recordation.
2. Do not approve Parcel Map 36511 and authorize the City Clerk to sign the map and transmit to the County Recorder's Office for recordation. *Not approving staff's recommendation would result in Parcel Map 36511 not recording and not assisting the developer meet his goal.*

FISCAL IMPACT

There are no fiscal impacts associated with the proposed action.

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1 - Vicinity Map

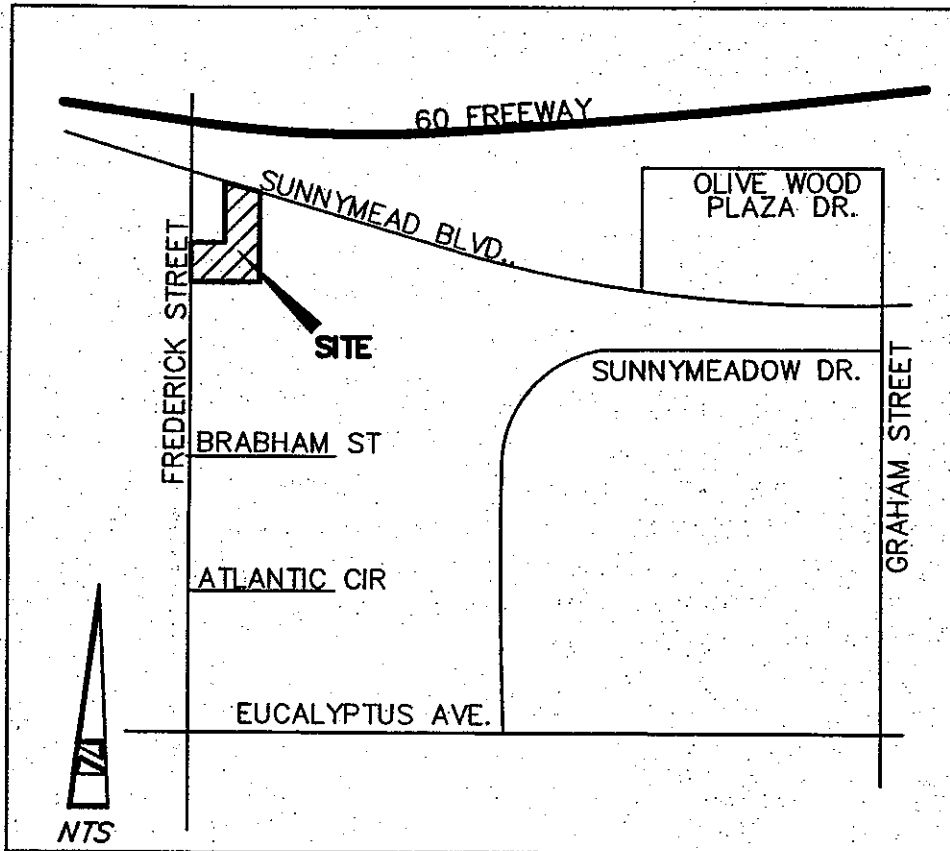
Prepared By:
Clement Jimenez
Senior Engineer, P.E.

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

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

Department Head Approval:
Barry Foster
Community & Economic Development
Director

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



CITY OF MORENO VALLEY
PUBLIC WORKS - LAND DEVELOPMENT
 Attachment 1

PA12-0048
PM 36511
LOCATION MAP

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\Vicinity Map format surround - Portrait.doc

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**MINUTES - REGULAR MEETING OF MARCH 26, 2013
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES - REGULAR MEETING OF MARCH 26, 2013
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES - REGULAR MEETING OF MARCH 26, 2013
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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ORDINANCE NO. 862

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SUB-SECTION 9.14.130(A) OF TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO REQUIREMENTS FOR THE UNDERGROUNDING OF OVERHEAD UTILITIES

The City Council of the City of Moreno Valley does hereby ordain as follows:

SECTION 1. AMENDMENT OF SUB-SECTION 9.14.130(A) OF SECTION 9.14.130 OF CHAPTER 9.14 OF THE MORENO VALLEY MUNICIPAL CODE:

1.1. Sub-Section 9.14.130(A) of Chapter 9.14 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended to read, in its entirety, as follows:

“A. When Underground Installation is Required. Except as provided herein, all electrical distribution lines of less than one hundred fifteen thousand (115,000) volts, telephone, cable antenna television and similar service wires or cables which:

1. Provide direct service to the property being developed; or
 2. Are existing and located within the boundaries of the property being developed; or
 3. Are existing between the property line and the centerline of the peripheral streets of the property being developed; or
 4. Are located along or within six feet of the rear of side lot lines of the property to be developed; or
 5. Are located within the limits of any off-site street improvement work required by the approved conditions of approval for a subdivision or development project being developed;
- shall be installed underground.”

SECTION 2. EFFECT OF ENACTMENT:

2.1 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 3. NOTICE OF ADOPTION:

3.1 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 publicly posted in three places within the city.

SECTION 4. EFFECTIVE DATE:

4.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 9th day of April, 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. 862 had its first reading on March 26, 2013 and had its second reading on April 9, 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 9th day of April, 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. 863

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 2.25 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING A UTILITIES COMMISSION

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1: Chapter 2.25 of Title 2 of the Moreno Valley Municipal Code is hereby established as follows:

“Section 2.25.010 Created.

There is created a utilities commission for the city. It shall consist of three city council-appointed members serving without compensation, and appointed in the manner and for the terms prescribed in Sections 2.04.060 and 2.06.010, respectively, of this code, except that the terms of the members first appointed to the utilities commission shall be set by lot, with one member serving for one year after the effective date of their appointment, one other member serving for two years after the effective date of their appointment, and the one remaining member serving for three years after the effective date of their appointment. Thereafter, all terms shall be for three years and shall expire three years after the effective date of the appointment; provided, however, that the term of an appointment made to fill an unexpired term shall be for the unexpired balance of such term.

Section 2.25.020 Composition.

The utilities commission shall be composed of three public members, of which at least two members must be Moreno Valley Utility customers. Of the two members that are Moreno Valley Utility customers, one member must be a business customer of Moreno Valley Utility. It is not required that the utilities commission members be a resident of the City of Moreno Valley. All members shall each have the ability to evaluate utility issues.

Section 2.25.030 Powers and duties.

- A. The commission shall have the general power and duty to act in an advisory capacity to the city council in all matters pertaining to Moreno Valley Utility.
- B. The commission shall have the general power and duty to act in an advisory capacity to the city council and other city staff in all matters pertaining to other utility services such as water, sewer, gas, and the investor-owned electric utility serving parts of the city.
- C. In addition to the foregoing general power and duty, the commission shall have the following particular powers and duties:
 - a. Review the budget for the Moreno Valley Utility during the process of its preparation and make recommendations with respect thereto to the City Council.
 - b. Review and make recommendations on all MVU capital improvements

- which require City Council approval.
- c. Review and make recommendations to the City Council regarding rates for Moreno Valley Utility.
 - d. Respond to requests and concerns of the public relating to utility issues.
- D. The utilities commission shall perform such other duties and functions as may be designated by the city council.

Section 2.25.040 Chair, committees and staff.

Designation of a chairperson and vice-chairperson for the commission shall be governed by Section 2.06.020 of this code. The commission may establish such standing and temporary subcommittees as it may deem expedient for the performance of its duties and the chairperson, with the consent of the commission, may fix and appoint the membership of such subcommittees. The electric utility division manager will be the primary staff support for this commission with support as needed being provided from the public works department and other staff as required and appointed by the city manager.

Section 2.25.050 Meetings and rules of procedure.

The commission shall hold, at least, one regular meeting per month and designate the times, dates and places therefor. If there is a lack of substantive agenda items for a regular meeting, and if there is no pending request from the public for the utilities' commission's action, such meeting may be cancelled. All meetings of the commission and each of its subcommittees shall be open to the public. The commission shall adopt rules for the transaction of its business. The commission shall keep a public record of its actions. Promptly after approval thereof by the commission, the original minutes of commission meetings shall be filed with the city clerk's office."

SECTION 2: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 3: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 4: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

2
Ordinance No. 863
Date Adopted: April 9, 2013

APPROVED AND ADOPTED this 9th day of April, 2013.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

3
Ordinance No. 863
Date Adopted: April 9, 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. 863 had its first reading on March 26, 2013 and had its second reading on April 9, 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 9th day of April, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

4
Ordinance No. 863
Date Adopted: April 9, 2013