

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
BOARD OF LIBRARY TRUSTEES AND
MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)

October 28, 2014

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 Session, 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 Mark Sambito, ADA Coordinator at 951.413.3120 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.

Victoria Baca, Mayor Pro Tem
Richard A. Stewart, Council Member

Jesse L. Molina, Mayor

George E. Price, Council Member
_____ Council Member

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CITY COUNCIL OF THE CITY OF MORENO VALLEY
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CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Proclamation Recognizing Pastor Robert Mink - Discovery Christian Church
2. Proclamation Recognizing Epilepsy Awareness Month

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BOARD OF LIBRARY TRUSTEES AND
MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)**

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

**REGULAR MEETING - 6:00 PM
OCTOBER 28, 2014**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Robert Mink - Discovery Christian Church

ROLL CALL

INTRODUCTIONS

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

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

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

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JOINT CONSENT CALENDARS (SECTIONS A-D)

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

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF OCTOBER 14, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

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

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of October 8 – 21, 2014.

A.4 AUTHORIZATION TO AWARD AGREEMENTS FOR PROFESSIONAL CONSULTANT SERVICES TO VARIOUS CONSULTANTS FOR ON-CALL ENGINEERING PLAN CHECK SERVICES (Report of: Public Works Department)

Recommendations

1. Approve each Agreement for Professional Consultant Services with Gong Enterprises, Bureau Veritas, Michael Baker/RBF, Hunsaker & Associates, HR Green, and Civil Source to provide on-call engineering plan check services to the Land Development Division.
2. Authorize the City Manager to execute each Agreement for Professional Consultant Services with Gong Enterprises, Bureau Veritas, Michael Baker/RBF, Hunsaker & Associates, HR Green, and Civil Source.

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3. Authorize the Chief Financial Officer to approve any related purchase orders, including those over \$100,000, to Gong Enterprises, Bureau Veritas, Michael Baker/RBF, Hunsaker & Associates, HR Green, and Civil Source in accordance with the approved terms of the Agreements.
4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and offsetting revenues.
5. Authorize the Public Works Director to execute subsequent Amendments to the Agreements, subject to the approval of the City Attorney.

A.5 AUTHORIZATION FOR THE TEMPORARY FULL ROAD CLOSURE OF JACLYN AVENUE FROM PERRIS BOULEVARD TO COLEMAN STREET FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE, PROJECT NO. 801 0024 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize the temporary full road closure of Jaclyn Avenue from Perris Boulevard to Coleman Street, a distance of 160 feet, from November 3, 2014 to November 26, 2014, for the construction of roadway improvements.
2. Authorize the Public Works Director/City Engineer to allow for an additional 30 day extension to the proposed temporary road closure window if the project is delayed due to unforeseen construction issues.
3. Authorize the Public Works Director/City Engineer to approve additional short term closures as needed on this project, with the concurrence of the Fire and Police Departments.

A.6 AUTHORIZE AGREEMENT FOR VETERINARY SERVICES FOR THE MORENO VALLEY ANIMAL SHELTER AND MORENO VALLEY ANIMAL CLINIC
(Report of: Administrative Services Department)

Recommendations

1. Approve agreement with Pedley Square Veterinary Clinic Inc. owned and operated by Dr. Marshall E. Scott, DVM for the three year period ending June 30, 2017.
2. Authorize the City Manager to sign the agreement and any additional

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amendments to extend the service for two additional one-year terms as appropriate.

A.7 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO RASMUSSEN BROTHERS CONSTRUCTION, INC. FOR THE TRANSPORTATION MANAGEMENT CENTER, PROJECT NO. 808 0005 70 76 (Report of: Public Works Department)

Recommendations

1. Award the construction contract to Rasmussen Brothers Construction, Inc., 40441 Gavilan Mountain Road, Fallbrook, CA 92028, for the Transportation Management Center.
2. Authorize the City Manager to execute a contract with Rasmussen Brothers Construction, Inc.
3. Authorize the issuance of a Purchase Order to Rasmussen Brothers Construction, Inc., for the amount of \$165,411 (\$143,836 bid amount plus 15% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Rasmussen Brothers Construction, Inc., up to, but not exceeding, the contingency amount of \$21,575, 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 and release the retention to Rasmussen Brothers Construction, Inc., if no claims are filed against the project.

A.8 APPROVE JOINT USE AGREEMENT BETWEEN SOUTHERN CALIFORNIA EDISON AND THE CITY OF MORENO VALLEY FOR TRANSMISSION FACILITIES ON THE WEST SIDE OF MORENO BEACH DRIVE BETWEEN BAY AVENUE AND 660 FEET SOUTH OF BAY AVENUE FOR THE TM 31618 FRONTIER HOMES PROJECT (Report of: Public Works Department)

Recommendations

1. Approve a Joint Use Agreement with Southern California Edison (SCE) to relocate SCE's facilities on Moreno Beach Drive to facilitate TM 31618 Frontier Homes Project street improvements.
2. Authorize the City Manager to execute a Joint Use Agreement with SCE upon concurrence by SCE and the City subject to the approval

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of the City Attorney.

3. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the agreement with SCE subject to the approval of the City Attorney.

A.9 RESOLUTION TO AUTHORIZE EXECUTION OF AGREEMENT TO PARTIALLY RESCIND AND TERMINATE THE JOINT FINANCING AGREEMENT AS TO IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 91-1 OF THE MORENO VALLEY UNIFIED SCHOOL DISTRICT AND CV COMMUNITIES, LLC.

(Report of: Financial & Management Services Department)

Recommendation:

1. Adopt Resolution No. 2014-86. A Resolution of the City of Moreno Valley, California, Authorizing the Execution of an Agreement to Partially Rescind and Terminate the Joint Financing Agreement as to Improvement Area No. 1 of Community Facilities District No. 91-1 of the Moreno Valley Unified School District.

A.10 FIRST AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF MORENO VALLEY AND 2250 TOWN CIRCLE HOLDINGS, LLC

(Report of: City Manager Department)

Recommendations

1. Approve the First Amendment to Agreement for Law Enforcement Services between the City of Moreno Valley and 2250 Town Circle Holdings, LLC.
2. Authorize the City Manager to sign the amended agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF OCTOBER 14, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

B.3 RESOLUTION TO AUTHORIZE EXECUTION OF AGREEMENT TO PARTIALLY RESCIND AND TERMINATE THE JOINT FINANCING AGREEMENT AS TO IMPROVEMENT AREA NO. 1 OF COMMUNITY

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FACILITIES DISTRICT NO. 91-1 OF THE MORENO VALLEY UNIFIED SCHOOL DISTRICT AND CV COMMUNITIES, LLC.
(Report of: Financial & Management Services Department)

Recommendation:

1. Adopt Resolution No. CSD 2014-23. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Authorizing the Execution of an Agreement to Partially Rescind and Terminate the Joint Financing Agreement as to Improvement Area No. 1 of Community Facilities District No. 91-1 of the Moreno Valley Unified School District.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF OCTOBER 14, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF OCTOBER 14, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

ADJOURNMENT OF THE MORENO VALLEY CITY COUNCIL MEETING TO THE SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY (MVPFA)

**SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FINANCING
AUTHORITY (MVPFA)**

CALL TO ORDER

ROLL CALL

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

Those wishing to speak should complete and submit a LAVENDAR 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 Authority and not to any individual Council member, staff member or other person.

SPECIAL ORDER OF BUSINESS

G. REPORTS

- G.1 ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY, AUTHORIZING THE ISSUANCE AND SALE OF LEASE REVENUE REFUNDING BONDS TO REFUND CERTAIN OUTSTANDING BONDS; APPROVING THE FORMS OF A FIRST SUPPLEMENT TO MASTER TRUST AGREEMENT, A FIRST AMENDMENT TO MASTER FACILITIES LEASE, A FIRST AMENDMENT TO MASTER FACILITIES SUBLEASE AND A BOND PURCHASE AGREEMENT; APPROVING AN OFFICIAL STATEMENT DESCRIBING SAID BONDS; AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE ISSUANCE OF THE BONDS
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Acting in their respective capacities as the President and Board Members of the Moreno Valley Public Financing Authority, adopt Resolution No. MVPFA 2014-01. A Resolution of the Board of Directors of the Moreno Valley Public Financing Authority, Authorizing the Issuance and Sale of Lease Revenue Refunding Bonds to Refund Certain Outstanding Bonds; Approving the Forms of a First Supplement to Master Trust Agreement, a First Amendment to Master Facilities Lease, a First Amendment to Master Facilities Sublease and a Bond Purchase Agreement; Approving an Official Statement Describing Said Bonds; and Authorizing Execution

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of Documents and the Taking of All Necessary Recommendation:
Relating to the Issuance of the Bonds.

**ADJOURNMENT OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY
(MVPFA) SPECIAL MEETING TO THE CITY OF MORENO VALLEY REGULAR
MEETING**

**RECONVENE 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 AND THE HOUSING AUTHORITY**

E. PUBLIC HEARINGS

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

- E.1 A PUBLIC HEARING FOR APPROVAL OF GENERAL PLAN AMENDMENT (PA14-0055) FROM RESIDENTIAL 20 (R20) TO RESIDENTIAL 30 (R30) AND CHANGE OF ZONE (PA14-0055) FROM RESIDENTIAL 20 (R20) TO RESIDENTIAL 30 (R30) FOR FOUR PARCELS TOTALLING 13.9 ACRES AT THE SOUTHEAST CORNER OF BOX SPRINGS ROAD AND CLARK STREET. THE APPLICANT IS OAK PARC PARTNERS, LLP.

(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. ADOPT a Negative Declaration for PA14-0055 (General Plan Amendment) and PA14-0054 (Change of Zone). The projects, individually and cumulatively, will not result in a significant effect on the environment.
2. ADOPT Resolution No. 2014-85. A Resolution of the City Council of the City of Moreno Valley, California, Approving PA14-0055 (General Plan Amendment) to change the land use from Residential 20 (R20) to Residential 30 (R30) for four parcels on approximately 13.9 acres (APNS: 291-050-003, 291-050-004, 291-050-012 and 291-050-013.) Located at the southeast corner of Box Springs Road and Clark Street.
3. INTRODUCE Ordinance No. 886. An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA14-0054 (Change of Zone) changing the zoning from Residential 20 (R20) to Residential 30 (R30) on four parcels approximately 13.9 acres (APNS: 291-050-

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003, 291-050-004, 291-050-012 and 291-050-013) Located at the southeast corner of Box Springs Road and Clark Street.

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

G. REPORTS

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

G.1.1 a) Mayor Jesse Molina reports on Riverside Transit Agency (RTA)

G.2 APPROVAL OF FISCAL YEAR 2013/14 CARRYOVERS AND FISCAL YEAR 2014/15 BUDGET ADJUSTMENT RECOMMENDATIONS (Report of: Financial & Management Services Department)

Recommendations: That the City Council:

1. Adopt Resolution No. 2014-87. A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Revised Operating and Capital Budgets For Fiscal Year 2014/15.

Recommendations That the CSD:

1. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2014-24. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Adopting the Revised Operating and Capital Budgets for Fiscal Year 2014/15.

Recommendations That the Housing Authority:

1. Acting in its capacity as the Chairperson and Members of the Moreno Valley Housing Authority, adopt Resolution No. HA 2014-04. A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting the Revised Operating and Capital Budgets for Fiscal Year 2014/15.

Recommendation That the City Council as Successor Agency

1. Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. SA 2014-04. A Resolution of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, Adopting the Revised Operating and Capital Budgets for Fiscal Year 2014/15.

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- G.3 ADOPTION OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC FINANCING AUTHORITY OF NOT-TO-EXCEED \$27,500,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE REFUNDING BONDS, SERIES 2014 TO REFUND CERTAIN OUTSTANDING BONDS; AUTHORIZING EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO MASTER FACILITIES LEASE, A FIRST AMENDMENT TO MASTER FACILITIES SUBLEASE AND A BOND PURCHASE AGREEMENT; APPROVING THE FORM OF OFFICIAL STATEMENT; AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE REFINANCING WITH THE MORENO VALLEY PUBLIC FINANCING AUTHORITY
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Adopt Resolution No. 2014-88. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Issuance by the Moreno Valley Public Financing Authority of Not to Exceed \$27,500,000 Aggregate Principal Amount of Lease Revenue Refunding Bonds, Series 2014 to Refund Certain Outstanding Bonds; Authorizing Execution and Delivery of a First Amendment to Master Facilities Lease, a First Amendment to Master Facilities Sublease and a Bond Purchase Agreement; Approving the Form of Official Statement; and Authorizing Execution of Documents and the Taking of All Necessary Recommendation: Relating to the Refinancing with the Moreno Valley Public Financing Authority.

- G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)
- G.5 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

- H.1.1 INTRODUCE ORDINANCE 887. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 6.14 TO TITLE 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING THE REGISTRATION OF RESIDENTIAL PROPERTY IN FORECLOSURE PROGRAM
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Introduce Ordinance No. 887. An Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 6.14 to Title 6 of the City of Moreno Valley Municipal Code establishing the Registration of Residential Property in Foreclosure Program.

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2.1 ADOPT ORDINANCE NO. 881 OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, SIMPLIFYING THE BUSINESS LICENSE FEES FOR MULTIPLE SINGLE FAMILY RESIDENTIAL RENTAL PROPERTY (RECEIVED FIRST READING AND INTRODUCTION ON OCTOBER 14, 2014 BY A 3-0-1 VOTE, STEWART ABSENT) (Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 881. An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 5.02.085 of Title 5 of the City of Moreno Valley Municipal Code Relating to the Separate Computation of License Fee and Tax – Branch Establishments. This amendment provides an exception for owners of single family residential rental properties who own ten or less properties and require that they only pay one business license fee, currently \$61, rather than one fee per property.

- H.2.2 ADOPT ORDINANCE NO. 882. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, PROVIDING FOR FUTURE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND AMENDING AND RESTATING THE RATE AND METHOD OF APPORTIONMENT FOR THE DISTRICT TO DESIGNATE TAX RATE AREAS NO. LM-01 AND SL-01 (RECEIVED FIRST READING AND INTRODUCTION ON OCTOBER 14, 2014 BY A 3-0-1 VOTE, STEWART ABSENT) (REPORT OF: FINANCIAL & MANAGEMENT SERVICES DEPARTMENT)

Recommendations That the City Council:

1. Adopt Ordinance No. 882. An Ordinance of the City Council of the City of Moreno Valley, California, Providing for Future Annexation of Territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and Amending and Restating the Rate and Method of Apportionment for the District to Designate Tax Rate Areas No. LM-01 and SL-01.

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- H.2.3 ADOPT ORDINANCE NO. 884 REPEALING ORDINANCE NO. 25 AND ADDING CHAPTER 12.44 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE PROHIBITING VEHICLES FOR SALE ON CERTAIN STREETS (RECEIVED FIRST READING AND INTRODUCTION ON OCTOBER 14, 2014 BY A 3-0-1 VOTE, STEWART ABSENT) (Report of: Public Works Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 884. An Ordinance of the City Council of the City of Moreno Valley, California, Repealing Ordinance No. 25 and Amending the City of Moreno Valley Municipal Code by Adding Chapter 12.44 "PARKING RESTRICTIONS ON VEHICLES DISPLAYING FOR SALE SIGNS WHILE PARKED ON PUBLIC STREETS."

- H.2.4 ADOPT ORDINANCE NO. 885. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 11.11 TO TITLE 11 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE PROHIBITING THE POSSESSION, STORAGE, SALE OR DISTRIBUTION OF INTOXICATING CHEMICAL COMPOUNDS KNOWN AS SYNTHETIC DRUGS (RECEIVED FIRST READING AND INTRODUCTION ON OCTOBER 14, 2014 BY A 3-0-1 VOTE, STEWART ABSENT) (Report of: City Manager Department)

Recommendations That the City Council:

1. Adopt Ordinance No. 885. An Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 11.11 to Title 11 of the City of Moreno Valley Municipal Code Prohibiting the Possession, Storage, Sale or Distribution of Intoxicating Chemical Compounds Known as Synthetic Drugs.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Materials related to an item on this Agenda submitted to the City Council/Community Services District/City as Successor Agency for the Community Redevelopment Agency/Housing Authority or Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City

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Clerk's office at 14177 Frederick Street during normal business hours.

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 5

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

Number of Cases: 5

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

ADJOURNMENT

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
October 14, 2014

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing National Community Planning Month -
October 2014
2. Business Spotlight
 - a) Valley Live Scan
 - b) Lighthouse Social Service Center

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

**REGULAR MEETING – 6:00 PM
October 14, 2014**

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 Jesse L. Molina in the Council Chamber located at 14177 Frederick Street

Mayor Jesse L. Molina announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE - Pledge of Allegiance was led by Boy Scout Troop 214

INVOCATION

Thomas Krug - Spiritual Assembly of the Bahá'is of Moreno Valley

ROLL CALL

Council:

Jesse L. Molina
Victoria Baca
George Price

Mayor
Mayor Pro Tem
Council Member

Absent:

Richard A. Stewart

Council Member

Staff:

Michelle Dawson
Suzanne Bryant

City Manager
City Attorney

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Jane Halstead
Tom DeSantis
Abdul Ahmad
Ahmad Ansari
Joel Ontiveros
Chris Paxton
John Terell
Kathy Gross
Steve Hargis

City Clerk
Assistant City Manager
Fire Chief
Public Works Director
Police Chief
Administrative Services Director
Community and Economic Development Director
Executive Assistant
Technology Services Division Manager

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

Emil Dragovich, Jr.

1. Graffiti and Enforcement of the Sign Ordinance

Sherman Jones

1. Thank you to Mayor Molina and Mayor Pro Tem Baca
2. Black Clergy and being mixed up in politics

Donovan Saadiq

1. Thank you to Mr. Jerele for kind words
2. Upcoming Election

Daryl Terrell

1. Local Hire

Bill Batey

1. Upcoming Election

Glenn Jacobs

1. Election Outreach - District 2

Frank Wright

1. Opposition of Recall

Tom Jerele, Sr.

1. Planning Commission acknowledged during Special Presentations

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2. Kudos to our Fire Department
3. Election issues and show of support

Craig Givens

1. Recall
2. Elections
3. Warehouses

Curtis Gardner

1. Elections and voting

Bob Palomarez

1. Thank you Mayor Pro Tem Victoria Baca
2. Bringing jobs to the City
3. Previous speaker comments

Deanna Reeder

1. Important Election
2. Radio Show interviewing candidates www.blogtalkradio.com
3. Recall

Roy Bleckert

1. General Election and the Measures

Pete Bleckert

1. Recall
2. Edgemont
3. Measure R

Ms. Jackson

1. Lost trust in Community
2. Recall

3. Political mailers
4. Council Representation

Chris Baca

1. Previous speaker comments
2. Yxstian Gutierrez Appointment
3. Recall
4. Election

JoAnn Stefan

1. Previous speaker comments
2. Edgemont Water
3. Mayor Pro Tem Victoria Baca's accomplishments

Yvonne Redmon

1. Appointment of Yxstian Gutierrez
2. Recall
3. Community development

Louise Palomarez

1. Previous speaker comments
2. Recall
3. Measure R
4. Jobs

Recess;

Reconvened

JOINT CONSENT CALENDARS (SECTIONS A-D)

Mayor Jesse Molina opened the agenda items for the Consent Calendar, which was received from Tom Jerele, Sr. (A.9).

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A. CONSENT CALENDAR-CITY COUNCIL

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

A.2 MINUTES - REGULAR MEETING OF SEPTEMBER 23, 2014 (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:
Receive and file the Reports on Reimbursable Activities for the period of
September 17 – October 7, 2014.

A.4 APPROVAL OF PAYMENT REGISTER FOR AUGUST, 2014
(Report of: Financial & Management Services Department)

Recommendations

1. Adopt Resolution No. 2014-82. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Payment Register for the Month of August, 2014 in the Amount of \$10,314,358.30.
2. Acknowledge future payment registers will be posted directly to the City's transparency website.

A.5 AUTHORIZATION TO SUBMIT SUSTAINABLE TRANSPORTATION
PLANNING GRANT APPLICATION TO CALTRANS AND RESOLUTION
NO. 2014-83 AUTHORIZING THE CITY MANAGER TO EXECUTE
AGREEMENTS WITH CALTRANS FOR THE MORENO VALLEY
PEDESTRIAN MASTER PLAN
(Report of: Public Works Department)

Recommendations

1. Authorize staff to submit an application for a Sustainable Transportation Planning Grant.
2. Approve Resolution No. 2014-83. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City Manager to Execute Agreements with Caltrans for the Moreno Valley Pedestrian Master Plan.

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- A.6 APPROVE THE EXTENSION OF THE CITY'S CURRENT FUEL PURCHASE AGREEMENT WITH THE SOCO GROUP, INC. AND AUTHORIZE THE CONTINUED PIGGYBACK USE OF THE COUNTY OF RIVERSIDE CONTRACT WITH SOCO FOR PURPOSES OF NEGOTIATED FUEL PRICE ONLY
(Report of: Administrative Services Department)

Recommendations

1. Approve the use (piggyback) of the County of Riverside Agreement with The SoCo Group, Inc. through June 30, 2015, for purposes of the negotiated fuel price only; all other terms remain per the City's agreement with the company.
2. Approve the extension of the City's existing annual fuel agreement with The SoCo Group, Inc., by execution of a City Agreement Amendment through June 30, 2015, in the not to exceed amount of \$450,000 (\$95,000 plus \$355,000 in FY 2014/15).
3. Ratify FY 2014/15 Purchase Order 2015-0000082 to The SoCo Group in the amount of \$95,000.
4. Authorize the Purchasing & Facilities Manager to issue a FY 2014/15 purchase order to The SoCo Group in the amount of \$355,000.
5. Authorize the City Manager or designee to execute any amendments, purchase orders and/or change orders to The Soco Group necessary for operational fuel needs through June 30, 2015.

- A.7 ACCEPTANCE OF THE FISCAL YEAR 2014 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (EMPG) AWARD
(Report of: Fire Department)

Recommendation:

Accept the Fiscal Year 2014 Emergency Management Performance Grant Program (EMPG) grant award of \$46,896 from the Riverside County Office of Emergency Services.

- A.8 EXECUTION OF EASEMENT DEED FOR ELECTRICAL PURPOSES TO SOUTHERN CALIFORNIA EDISON
(Report of: Public Works Department)

Recommendations

1. Authorize the Mayor to execute the Easement Deed for Electrical Easement on Moreno Beach Drive A.P.N. 478-262-005.

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2. Direct the City Clerk to forward the signed Easement Deed to Southern California Edison for further processing and recordation.

A.9 AUTHORIZATION TO PURCHASE ADDITIONAL CAMERAS, STORAGE, AND TRANSMISSION EQUIPMENT FROM AVRIO RMS GROUP FOR THE CITYWIDE CAMERA SYSTEM

(Report of: Financial & Management Services Department)

Recommendations

1. Authorize the purchase of cameras, storage, and transmission equipment from Avrio RMS Group for an amount not-to-exceed \$59,122 and authorize the City Manager to sign a contract approved as to form by the City Attorney.

A.10 PA06-0021 (PARCEL MAP 34577) – REDUCE IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE SECURITY AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTANCE OF THOSE PORTIONS OF HEACOCK STREET, CARDINAL AVENUE, INDIAN STREET, AND SAN MICHELE ROAD ASSOCIATED WITH THIS PROJECT INTO THE CITY’S MAINTAINED STREET SYSTEM

(Report of: Public Works Department)

Recommendations

1. Adopt Resolution No. 2014-84. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project PA06-0021 (Parcel Map 34577) and Accepting Those Portions of Heacock Street, Cardinal Avenue, Indian Street, and San Michele Road Associated with this Project into the City’s Maintained Street System.
2. Authorize the City Engineer to execute a 90% reduction to an Irrevocable Letter of Credit serving as Faithful Performance security, exonerate an Irrevocable Letter of Credit serving as Material and Labor security in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Irrevocable Letter of Credit serving as Faithful Performance security in one year when all clearances are received.

A.11 APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF MORENO VALLEY TO IMPLEMENT ENERGY EFFICIENCY UPGRADES IN BUILDINGS AND FACILITIES SERVED BY MORENO VALLEY UTILITY (MVU)

(Report of: Public Works Department)

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Recommendations

1. Approve Memorandum of Understanding (MOU) between the County of Los Angeles and the City of Moreno Valley to Implement Energy Efficiency Upgrades in Buildings and Facilities served by MVU.
2. Authorize the City Manager to execute the Agreement on behalf of the City of Moreno Valley.

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 SEPTEMBER 23, 2014 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

B.3 CERTIFICATION OF SPECIAL ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE)—ANNEXATION NO. 2014-32
(Report of: Financial & Management Services Department)

Recommendation:
As the legislative body of Community Facilities District No. 1 (Park Maintenance) approve and adopt Resolution No. CSD 2014-22. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Certifying the Results of an Election and Adding Property to Community Facilities District No. 1 (Park Maintenance) for Annexation No. 2014-32.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

C.2 MINUTES - REGULAR MEETING OF SEPTEMBER 23, 2014 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

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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 SEPTEMBER 23, 2014 (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 George Price, s/Mayor Pro Tem Victoria Baca

Passed by a vote of 3-0-1, Council Member Richard A. Stewart absent.

E. PUBLIC HEARINGS

- E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR ASSESSOR'S PARCEL NUMBERS (APNS) 481-250-002 AND 481-250-003 BALLOTING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM RESIDENTIAL REGULATORY RATE; AND FOR APN 479-020-050 BALLOTING FOR THE NPDES MAXIMUM COMMERCIAL REGULATORY RATE
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct the Public Hearing and accept public testimony regarding the mail ballot proceedings for APNs 481-250-002 and 481-250-003 for approval of the NPDES maximum residential regulatory rate; and for APN 479-020-050 for approval of the NPDES maximum commercial regulatory rate.
2. Direct the City Clerk to tabulate the NPDES ballots for APNs 481-250-002 and 481-250-003; and for APN 479-020-050.
3. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet.
4. Receive and file with the City Clerk's office the Official Tally Sheet.
5. If approved, authorize and impose the applicable NPDES maximum regulatory rate to APNs 481-250-002, 481-250-003, and 479-020-050.

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Mayor Jesse L. Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Direct the City Clerk to tabulate the NPDES ballots for APNs 481-250-002 and 481-250-003; and for APN 479-020-050 by m/Council Member George Price, s/Mayor Pro Tem Victoria Baca

Passed by a vote of 3-0-1, Council Member Richard A. Stewart absent.

The City Clerk announced the results:

APN 479-020-050: "Yes" vote; passed
APN 481-250-002: "Yes" vote; passed
APN 481-250-003: "Yes" vote; passed

Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet. Receive and file with the City Clerk's office the Official Tally Sheet. If approved, authorize and impose the applicable NPDES maximum regulatory rate to APNs 481-250-002, 481-250-003, and 479-020-050 by m/Mayor Pro Tem Victoria Baca, s/Council Member George Price

Passed by a vote of 3-0-1, Council Member Richard A. Stewart absent.

- E.2 PUBLIC HEARING FOR THE FUTURE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND INTRODUCTION OF AN ORDINANCE PROVIDING FOR FUTURE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND AMENDING AND RESTATING THE RATE AND METHOD OF APPORTIONMENT FOR THE DISTRICT TO DESIGNATE TAX RATE AREAS NO. LM-01 AND SL-01.
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct the Public Hearing regarding the future annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) as shown on proposed Annexation Map No. 1 to that District.
2. Introduce Ordinance No. 882. An Ordinance of the City Council of the City of Moreno Valley, California, Providing for Future Annexation

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of Territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and Amending and Restating the Rate and Method of Apportionment for the District to Designate Tax Rate Areas No. LM-01 and SL-01.

Mayor Jesse L. Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Introduce Ordinance No. 882. An Ordinance of the City Council of the City of Moreno Valley, California, Providing for Future Annexation of Territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and Amending and Restating the Rate and Method of Apportionment for the District to Designate Tax Rate Areas No. LM-01 and SL-01 by m/Mayor Pro Tem Victoria Baca, s/Council Member George Price

Passed by a vote of 3-0-1, Council Member Richard A. Stewart absent.

- E.3 A PUBLIC HEARING FOR THE PROLOGIS EUCALYPTUS INDUSTRIAL PARK PROJECT AND RELATED ENVIRONMENTAL IMPACT REPORT. THE PROJECT PROPOSES A GENERAL PLAN AMENDMENT FOR APPROXIMATELY 33 ACRES AND A ZONE CHANGE FOR APPROXIMATELY 84 ACRES. THE LAND USE CHANGES ARE REQUIRED FOR DEVELOPMENT OF FOUR WAREHOUSE DISTRIBUTION BUILDINGS TOTALING 1,529,498 SQUARE FEET. THE DEVELOPER ALSO PROPOSES TENTATIVE PARCEL MAP NO. 35679 TO SUBDIVIDE THE PROJECT SITE INTO FIVE PARCELS. A GENERAL PLAN AMENDMENT IS ALSO REQUIRED FOR PROPOSED CHANGES TO THE CITY'S GENERAL PLAN CIRCULATION ELEMENT AND THE MASTER PLAN OF TRAILS. THE SITE IS LOCATED SOUTH OF STATE ROUTE 60 AND EAST OF THE MORENO VALLEY AUTO MALL, AT FIR AVENUE (FUTURE EUCALYPTUS AVENUE) AND BETWEEN PETTIT STREET AND THE QUINCY CHANNEL. THE APPLICANT IS PROLOGIS. (Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Reopen the public hearing for Prologis Eucalyptus Industrial Park Project to receive additional comments on the Reduced Intensity Alternative.
2. Approve Resolution No. 2014-56. A Resolution of the City Council of the City of Moreno Valley, California, Certifying the Final Environmental Impact Report (P07-186) and Adopting the Findings and Statement of Overriding Considerations and Approving the

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Mitigation Monitoring Program for the Prologis Eucalyptus Industrial Park Project.

3. Approve Resolution No. 2014-57. A Resolution of the City Council of the City of Moreno Valley, California, Approving a General Plan Amendment (PA07-0082) from the R15 land use designation to Business Park for approximately 33 acres for development of a 1,529,498 square foot industrial park located within Assessor's Parcel Numbers 488-330-011, 488-330-022, 488-330-023, 488-330-024 and 488-330-032.
4. Introduce Ordinance No. 883. An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Zone Change (PA07-0081) from Business Park, Business Park Mixed-use, and R15 to Light Industrial for approximately 84 acres for development of a 1,529,498 square foot industrial park located within Assessor's Parcel Numbers 488-330-011, 488-330-022, 488-330-023, 488-330-024 and 488-330-032.
5. Approve Resolution No. 2014-58. A Resolution of the City Council of the City of Moreno Valley, California, Approving Master Plot Plan application PA07-0083 and Plot Plan applications PA07-0158 through PA07-0160 for development of the 1,529,498 square foot Prologis Eucalyptus Industrial Park Project within the 84 acres of Assessor's Parcel Numbers 488-330-011, 488-330-022, 488-330-023, 488-330-024 and 488-330-032.
6. Approve Resolution No. 2014-59. A Resolution of the City Council of the City of Moreno Valley, California, Approving Tentative Parcel Map 35679 (PA07-0084) for development of the 1,529,498 square foot Prologis Eucalyptus Industrial Park Project within the 84 acres of Assessor's Parcel Numbers 488-330-011, 488-330-022, 488-330-023, 488-330-024 and 488-330-032.

Motion to be continued until December 9th by m/Mayor Pro Tem Victoria Baca, s/Mayor Jesse L. Molina

Passed by a vote of 3-0-1, Council Member Richard A. Stewart absent.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational

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Oral Presentation - not for Council action)

G.1.1 Mayor Pro Tem Victoria Baca - Western Riverside Council of Government (WRCOG)

Mayor Pro Tem Baca reported that on Friday, October 3, at the 26th Annual Clean Air Award Ceremony in Los Angeles the South Coast Air Quality Management District (SCAQMD) honored the Hero Pace Financing Program the Western Riverside Council of Governments and San Bernardino Associated Governments as its Clean Air Award winner for the 2014 in a category of Model Community. SCAQMD is the Air Pollution Control Agency for all Orange County and the urban portions of Los Angeles, Riverside and San Bernardino Counties. Hero, which was launched in 2011, is a property assessed "clean air" financing program. It allows homeowners to finance energy and water efficiency improvements through their property tax payments. Homeowners can choose a term of their loan between 5 and 20 years and interest on the payments is tax deductible. Additionally, the assessments are transferred to the new owner when the home is sold in most cases. To date, 192 cities and counties representing 16 million people have made Hero available to their residents. Hero has funded improvements, which will reduce greenhouse gas emissions by more than 568 thousand tons. The equivalent of removing 300 thousand passenger vehicles from the road for one year. Hero has also created more than 2,600 local jobs in California. Proud to say I am a representative at WRCOG; and I congratulate WRCOG for the award.

G.1.2 Council Member Richard A. Stewart reports on March Joint Powers Commission (MJPC)

No Report.

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

No Report.

G.3 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action)

City Attorney reported that the Case Thompson v. City of Moreno Valley, Riverside Superior Court Case Number RIC 1306943 has settled for ten thousand dollars. The City will pay five thousand dollars for the settlement.

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H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

- H.1.1 INTRODUCE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, SIMPLIFYING THE BUSINESS LICENSE FEES FOR MULTIPLE SINGLE FAMILY RESIDENTIAL RENTAL PROPERTY (Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Introduce Ordinance No. 881. An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 5.02.085 of Title 5 of the City of Moreno Valley Municipal Code Relating to the Separate Computation of License Fee and Tax – Branch Establishments. This amendment provides an exception for owners of single family residential rental properties who own ten or less properties and require that they only pay one business license fee, currently \$61, rather than one fee per property.

Mayor Jesse L. Molina opened the agenda item for public comments; there being none, public comments were closed.

Introduce Ordinance No. 881. An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 5.02.085 of Title 5 of the City of Moreno Valley Municipal Code Relating to the Separate Computation of License Fee and Tax – Branch Establishments by m/Mayor Pro Tem Victoria Baca, s/Council Member George Price

Passed by a vote of 3-0-1, Council Member Richard A. Stewart absent.

- H.1.2 INTRODUCE ORDINANCE NO. 884 REPEALING ORDINANCE NO. 25 AND ADDING CHAPTER 12.44 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE PROHIBITING VEHICLES FOR SALE ON CERTAIN STREETS
(Report of: Public Works Department)

Recommendations That the City Council:

Introduce Ordinance No. 884. An Ordinance of the City Council of the City of Moreno Valley, California, Repealing Ordinance No. 25 and Amending the City of Moreno Valley Municipal Code by Adding Chapter 12.44 “PARKING RESTRICTIONS ON VEHICLES DISPLAYING FOR SALE SIGNS WHILE PARKED ON PUBLIC STREETS.”

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Mayor Jesse L. Molina opened the agenda item for public comments, which was received from Chris Baca.

Introduce Ordinance No. 884. An Ordinance of the City Council of the City of Moreno Valley, California, Repealing Ordinance No. 25 and Amending the City of Moreno Valley Municipal Code by Adding Chapter 12.44 "PARKING RESTRICTIONS ON VEHICLES DISPLAYING FOR SALE SIGNS WHILE PARKED ON PUBLIC STREETS" by m/Council Member George Price, s/Mayor Jesse L. Molina

Passed by a vote of 3-0-1, Council Member Richard A. Stewart absent.

- H.1.3 ORDINANCE NO. 885. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 11.11 TO TITLE 11 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE PROHIBITING THE POSSESSION, STORAGE, SALE OR DISTRIBUTION OF INTOXICATING CHEMICAL COMPOUNDS KNOWN AS SYNTHETIC DRUGS (Report of: City Manager Department)

Recommendations That the City Council:

1. Introduce Ordinance No. 885. An Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 11.11 to Title 11 of the City of Moreno Valley Municipal Code Prohibiting the Possession, Storage, Sale or Distribution of Intoxicating Chemical Compounds Known as Synthetic Drugs.

Mayor Jesse L. Molina opened the agenda item for public comments, which were received from Glenn Jacobs and Louise Palomarez.

Introduce Ordinance No. 885. An Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 11.11 to Title 11 of the City of Moreno Valley Municipal Code Prohibiting the Possession, Storage, Sale or Distribution of Intoxicating Chemical Compounds Known as Synthetic Drugs by m/Mayor Pro Tem Victoria Baca, s/Council Member George Price

Passed by a vote of 3-0-1, Council Member Richard A. Stewart absent.

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2.1 ADOPT ORDINANCE NO. 880. AN ORDINANCE OF THE CITY

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COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA13-0068 (CHANGE OF ZONE) CHANGING THE ZONING AND PLACING THE MIXED USE OVERLAY DISTRICTS DESIGNATION ON THREE PARCELS (APNS: 485-220-019, 485-220-026, AND 485-220-027) LOCATED AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND SANTIAGO DRIVE FROM NEIGHBORHOOD COMMERCIAL (NC) TO RESIDENTIAL 30 (R30) (RECEIVED INTRODUCTION AND FIRST READING ON SEPTEMBER 23, 2014 BY A 4-0 VOTE) (Report of: Community & Economic Development Department)

Recommendations That the City Council:

Adopt Ordinance No. 880. An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA13-0068 (Change of Zone) Changing the Zoning and Placing the Mixed Use Overlay Districts Designation on Three Parcels (APNS: 485-220-019, 485-220-026, and 485-220-027) Located at the Southwest Corner of Perris Boulevard and Santiago Drive from Neighborhood Commercial (NC) to Residential 30 (R30).

Adopt Ordinance No. 880. An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA13-0068 (Change of Zone) Changing the Zoning and Placing the Mixed Use Overlay Districts Designation on Three Parcels (APNS: 485-220-019, 485-220-026, and 485-220-027) Located at the Southwest Corner of Perris Boulevard and Santiago Drive from Neighborhood Commercial (NC) to Residential 30 (R30) by m/Council Member George Price, s/Mayor Pro Tem Victoria Baca

Passed by a vote of 3-0-1, Council Member Richard A. Stewart absent.

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 George Price

1. Public Speakers non-factual comments; Mayor Pro Tem Victoria Baca has never been hauled away in hand cuffs; both sides need to be more civil.
2. Attended the MVUSD Ground Breaking for their Alternative

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Education Center - four different schools on one campus; plans to be done in 12 months.

3. Also attended the 24th State of the County in Temecula at Pechanga; Moreno Valley spoken very positively on different projects in our City
4. WRCOG Sustainability Conference held the next morning in Temecula
5. Moreno Valley Chamber Business EXPO; event was sold out, inside and outside; City also had a booth
6. Lasselle Sports Park Dedication occurred since the last meeting - Congratulated Betsy Adams and staff.
7. Destiny Healthcare and Hospice held their 10th Anniversary event
8. Renaissance Village moving residents in shortly
9. Boy Scouts Distinguished Citizens Banquet dinner was held at the Moreno Valley Golf Course - Daryl Busch and Oscar Valdapena were honored; Council Member Price donated a lunch and local developer Iddo Benzeevi spent \$400 to have lunch with him - thank you
10. Also attended the Southern California Fair at Lake Perris - Would like to see that the City get involved; concert was sold out
11. Attended the Riverside County Foundation dinner; they raised 750 thousand dollars
12. Thank you to the Police Department and City Manager for their assistance in finding a former employee's child that went missing for approximately 5 hours
13. Tomorrow is "Coffee with a Cop" at the Carl's Jr. on Eucalyptus from 8-10 a.m.

Mayor Pro Tem Victoria Baca

1. Council Member Richard Stewart commented previously on the time around elections is the "silly season"; candidates will not return again once the election is over; unfortunate to hear former councilman's comments
2. Box Springs Water Company - a lot of work to be done; been working for the past two years dedicating time to find a solution to the problem for the Box Springs residents of Edgemont
3. Comments being made of corruption and fraud investigations - it's the silly season and will be over soon
4. Attended the Moreno Valley Chamber of Commerce event and provided the Moreno Valley Update
5. Also attended the School District and City Joint Task Force meeting; invites the public to come - very interesting discussions on what's going on between the three agencies
6. WRCOG 15th Anniversary - very honored to sit at the same table as Ralph Nadar; appreciates him and the work he has done for

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- consumers in the Nation
7. Please vote; opposed to recall
 8. Need to bring businesses and revenue to Moreno Valley; we need progress and we need jobs

Mayor Jesse L. Molina

1. Former Council Member comments coming up and speaking ill of current member(s) of Council; many negative comments except one positive from Emil Dragovich; and they're going to ride out the corruption allegations until after the election or "silly season" is over
2. Been working with staff in fixing the sidewalks and roads with Ahmad Ansari
3. Attended Lasselle Sports Park Grand Opening - also, before the Grand Opening took a tumble down, although still made appointments
4. It's been a rough ride this season; look forward to getting back to business at hand
5. Today was a good day; the new ordinances and with the Police Chief; thanked Chief Ontiveros for his great presentation
6. Thanked staff for everything; keep thinking ahead towards the future.

CLOSED SESSION

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

The Closed Session was held pursuant to Government Code:

City Attorney announced that pursuant to Government Code Section 54956.9(d)(2), as listed on the Closed Session agenda as Item No. 1, we will be discussing one situation; does not anticipate having anything to report out of Closed Session.

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY
- None

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ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:55 p.m. by unanimous informal consent.

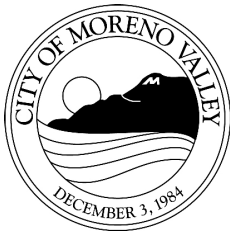
Submitted by:

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

Approved by:

Jesse L. Molina, Mayor
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: October 28, 2014

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of October 8 – 21, 2014.

<i>Reports on Reimbursable Activities</i>			
[DATE]			
Council Member	Date	Meeting	Cost
Victoria Baca		None	
Jesse L. Molina		None	
George E. Price		None	
Richard A. Stewart	10/8/14	Student of the Month	\$15.00

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

Department Head Approval:
Jane Halstead
City Clerk

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 28, 2014

TITLE: AUTHORIZATION TO AWARD AGREEMENTS FOR PROFESSIONAL CONSULTANT SERVICES TO VARIOUS CONSULTANTS FOR ON-CALL ENGINEERING PLAN CHECK SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve each Agreement for Professional Consultant Services with Gong Enterprises, Bureau Veritas, Michael Baker/RBF, Hunsaker & Associates, HR Green, and Civil Source to provide on-call engineering plan check services to the Land Development Division.
2. Authorize the City Manager to execute each Agreement for Professional Consultant Services with Gong Enterprises, Bureau Veritas, Michael Baker/RBF, Hunsaker & Associates, HR Green, and Civil Source.
3. Authorize the Chief Financial Officer to approve any related purchase orders, including those over \$100,000, to Gong Enterprises, Bureau Veritas, Michael Baker/RBF, Hunsaker & Associates, HR Green, and Civil Source in accordance with the approved terms of the Agreements.
4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and offsetting revenues.
5. Authorize the Public Works Director to execute subsequent Amendments to the Agreements, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of agreements through which consultants will provide on-call engineering plan check services to the Land Development Division. Firms were selected following review, rating and reference checks of proposals submitted to the City. The consultants will augment staff to ensure timely review of engineering plans.

DISCUSSION

To the extent possible, the review of engineering plans and documents will be conducted by in-house City staff. The plan check consultants will assist with project overflow in order to maintain the division's goal of a timely plan review turn-around.

On September 15, 2014, the City received twelve (12) proposals for engineering plan check consultant services. City staff reviewed and rated the proposals. Reference checks were provided for the top scoring firms for further evaluation and selection. The following firms were selected to provide engineering plan check consultant services: Gong Enterprises, Bureau Veritas, Michael Baker/RBF, Hunsaker & Associates, HR Green, and Civil Source. Due to the high volume of plan submittals, the top six (6) firms were selected for the following reasons:

- The firms indicated a clear understanding of the scope of work, operations, and processes.
- The firms have local experience providing plan check or design services.
- The firms discussed quality control measures to ensure delivery of a quality product within the requested plan check turn-around time.

The criteria used to evaluate the proposals was the firm's general experience and qualifications, key personnel professional experience and qualifications (including sub-consultants), and the firm's project approach and understanding of requested services.

In addition, reference checks were made for the top 10 (ten) consultants. The reference check consisted of questions centered on the ability to perform plan reviews within the City's aggressive turn-around time, responsiveness, communication skills, and general overall satisfaction with the consultant's plan review services. The proposal evaluation scores and the reference check scores were averaged together to come up with an overall score.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative helps achieve the Land Development Division goal of a timely plan review turn-around for development projects.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will not help achieve the Land Development Division's goal*

of a timely plan review turn-around and could cause the delay of development projects through the approval process.

FISCAL IMPACT

The Land Development Division budget for other professional services (1010-70-29-20410-620299) for Fiscal Year 2014/2015 is \$296,300. The amount spent for professional consultant plan check services is funded through revenue received from the City's plan review fees in connection with services requested by developers/land owners. Each plan check consultant receives compensation equal to 65% of the City's plan review fees collected for those plans and documents reviewed except for final maps which are 75% of the City's plan review fees collected for final maps reviewed for specific projects. It is recommended that any necessary future budget adjustment appropriations be made related to the expenditures and the equal and offsetting revenues. There is no negative impact to the General Fund.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

NOTIFICATION

Publication of the Agenda.

ATTACHMENTS

- Attachment 1: Agreement for Professional Consultant Services with Gong Enterprises
- Attachment 2: Agreement for Professional Consultant Services with Bureau Veritas
- Attachment 3: Agreement for Professional Consultant Services with Michael Baker/RBF
- Attachment 4: Agreement for Professional Consultant Services with Hunsaker & Associates
- Attachment 5: Agreement for Professional Consultant Services with HR Green
- Attachment 6: Agreement for Professional Consultant Services with Civil Source

Prepared By:
Zara Terrell
Management Analyst

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

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

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

Attachment 1

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Gong Enterprises, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL
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DESCRIPTION OF PROJECT

1. The Project is described as Engineering Plan Check Consultant Services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to compensation equal to 65% of City plan review fees for those plans and documents reviewed in the scope of services other than final maps and 75% of City plan review fees for final maps reviewed in accordance with the City's Schedule of Fees, Charges, and Rates as updated annually in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the plan review schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect through one year from the effective date, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive

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consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Land Development Division red line comments and other deliverable items identified in the scope of work which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, red line comments, and letters, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under

**AGREEMENT FOR PROFESSIONAL
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applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s)

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Gong Enterprises, Inc.

BY: _____
City Manager

Date

BY: _____
Name: _____
TITLE: _____
(President or Vice President)

Date

BY: _____
Name: _____
TITLE: _____
(Corporate Secretary)

Date

<p><u>INTERNAL USE ONLY</u></p> <p>APPROVED AS TO LEGAL FORM:</p> <p>_____ City Attorney</p> <p>_____ Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____ Department Head</p> <p>_____ Date</p>

EXHIBIT A



CITY OF MORENO VALLEY
REQUEST FOR PROPOSALS FOR
ENGINEERING PLAN CHECK
CONSULTANT SERVICES

R.F.P. # VAG 14/15-03

AUGUST 2014

DUE BEFORE
2:00 p.m. PST SEPTEMBER 15, 2014

TO:

CITY OF MORENO VALLEY
Attn: City Clerk
14177 Frederick St.
Moreno Valley, CA 92553

SECTION A

GENERAL INFORMATION

**NOTICE INVITING PROPOSALS FOR
ENGINEERING PLAN CHECK CONSULTANT SERVICES
R.F.P. # VAG 14/15-03**

1. PUBLIC NOTICE IS HEREBY GIVEN THAT

The City of Moreno Valley (hereinafter referred to as "City") is receiving sealed Proposals at the City Clerk's Office, 14177 Frederick Street., Moreno Valley, California 92553 **before 2:00 p.m. PST September 15, 2014.** Proposals will be opened and the names of submitting vendors only will be read aloud for the work generally described as follows:

ENGINEERING PLAN CHECK CONSULTANT SERVICES

2. OBTAINING PROPOSAL DOCUMENTS

Proposal Documents and Specifications may be obtained as follows:

A. Online

Vendors are expected to do all that is possible to download the RFP from the City website.

The Proposal Documents can be downloaded from the City of Moreno Valley's website at no cost

at: http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml

NOTE: All companies interested in submitting a Proposal, **must** notify Virginia Garcia of the Purchasing Division of the City of Moreno Valley of their intent to submit a proposal at purchasingdivision@moval.org. This step is crucial to interested proposers receiving any future addendum to the RFP. Responsibility therefore rests with each individual company wishing to submit a proposal.

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SECTION B

**SPECIFICATIONS
AND REQUIREMENTS**

REQUEST FOR PROPOSAL
R.F.P # VAG 14/15-03

I. Introduction

The City of Moreno Valley, Land Development Division, is seeking one or more highly qualified consultant(s) to provide ENGINEERING PLAN CHECK CONSULTANT SERVICES on an **as-needed basis**.

II. Clarification

For the purposes of clarification, the following terms are to be read to be one and the same:

- "Contractor", "Vendor", "Company", "Bidder", "Proposer", "Firm" and "Consultant".
- "Agreement" and "Contract".
- "Bid", "Quote" and "Proposal".
- "Request for Quote" and "R.F.Q".
- "Request for Proposal" and "R.F.P.".

III. Criteria for Potential Bidders

- 1) Bidders are to provide a statement of qualifications for provision of engineering plan check consultant services.
- 2) The city operates a Time & Materials program for large projects, based on project valuation, approved by the city. Provide an hourly rate for those projects that receive approval for this program.
- 3) Provide cost for accelerated review of plans, with time frame.
- 4) Provide hourly cost for attendance at project meetings, including travel time.
- 5) All postage fees to be paid by Consultant are included in fee schedule for transportation of plans between City of Moreno Valley and Consultant. Consultant shall use overnight delivery service for next day pick up/delivery of projects between City and Consultant.
- 6) Bidder shall demonstrate qualifications to review engineering plans and provide documentation of any professional certifications/licenses/degrees.
- 7) Bidder shall provide documentation of current services provided to other governmental jurisdictions. This shall include a minimum of 3 letters of recommendation from governmental jurisdictions specifying the bidder's professional services provided.
- 8) Bidder shall indicate if any sub consultants or associates are proposed to be utilized in the provision of these services. All requirements of the Bidder shall apply equally to the sub consultants or associates. Assignment of any work to an associate or sub consultant shall be solely at the discretion of the City.
- 9) Successful bidder must provide a monthly detailed accounting of plans reviewed with invoice. See Exhibit D – Payment Terms.

IIII. Legal Responsibilities

All proposals must be submitted, filed, and executed in accordance with State and Federal laws relating to proposals and contracts of this nature whether the same are expressly referred to herein or not. Any person submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in scope of work and to full compliance therewith.

This request is not to be considered an offer of a contract to provide Engineering Plan Check Consultant Services. There is no guarantee, express or implied, that any professional organization responding to this request will be contracted to provide Engineering Plan Check Consultant Services.

The selected firm will be required to enter into the City's standard "Agreement," a sample of which is attached for your review.

IV. Agreement Term

The City operates on a fiscal year basis, running from July 1st through June 30th of the following calendar year. **It is the intent of the City to have a fully executed contract in place by November 10, 2014. The initial Agreement shall be in effect through June 30, 2015 and then renewed, per agreement by both parties, for the next fiscal year starting July 1st.** The agreement may be renewed at the expiration of its original term for up to four additional one-year terms. Renewal of the Agreement shall be accomplished through a written letter of understanding that is signed by both parties. The Agreement shall remain in full force and effect from the date of the fully executed Agreement to the expiration date unless terminated by either party as stated herein.

V. Funding Out Clause

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley. In the event that the City Council of the City of Moreno Valley does not grant necessary funding appropriation and/or program approval, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

VI. Conflict of Interest

- A. During the term of the Agreement, the Consultant shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict with, the proper discharge of the Consultant's duties under the Agreement.
- B. Only those Consultants who submit a proposal and provide ENGINEERING PLAN CHECK CONSULTANT SERVICES to government entities or agencies will be accepted.

VIII. Reservation of Rights

The City of Moreno Valley reserves the following options:

- A. The right to reject all partial price proposals.
- B. The right to reject any or all price proposals or make no award.
- C. The right to issue subsequent requests for price proposals.
- D. The right to make award to more than one vendor.
- E. The right to waive any informality or irregularity in a price proposal process and any price proposals.

IX. Proposal Requirements

Submit: One (1) original and three (3) copies clearly marked as such.

Each proposal must contain the following information to be considered complete. Only complete proposals will be evaluated. **Also** see List of Submittals (Letter I, pg. 8 below).

- A. Introduction: Proposals shall be typed and submitted on 8 1/2" x 11" paper, using a simple method of fastening. The proposal shall not include any unnecessary, elaborate or promotional material. Excessive lengthy narrative is discouraged; presentation shall be clear and concise. A maximum of twelve pages, excluding any resumes attached, is considered responsive. At a minimum the proposal must contain the following:

- 1) The methodology/approach proposed for the work as defined in the Scope of Work.
 - 2) The name of the proposing firm, including a full mailing address, e-mail, telephone and fax number.
 - 3) The name of the Project Manager, Associates, Plan Checkers, or staff that will be assigned to this work.
 - 4) Team Members applicable to this work. The areas of responsibility of each Team Member shall also be listed.
- B. Qualifications: The overall capabilities of the consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management and ability of persons assigned to perform the work. Possession of appropriate licenses and certificates.
- C. Personnel: This section must delineate the experience and/or background of the personnel and include an organizational chart.
- D. Reference: List three (3) former municipal/governmental agencies for which comparable services have been performed within the last five years. Include the organization name, mailing address, name and telephone number of the designated contact person and the email address if available.
- E. Authorization: This proposal shall be signed by an official authorized to bind the firm to the terms and conditions contained therein, and the proposal shall contain a statement that the same is valid, binding, and capable of acceptance by the City for ninety (90) days from the date of submittal.
- F. Fee Schedule: Fee Schedule shall be included which will be valid for at least one (1) year from the effective date of the contract. The schedule of fees to provide the services outlined above shall include (a) a statement that compensation shall not exceed the following percentage of the City's collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans), (b) plan review on an hourly basis for those projects designated by the City where fees are based on time and material, (c) expedited plan review, (d) other services provided as appropriate.
- G. Time Schedules: The City's Land Development Division requires a two-week turn-around time for initial plan review and all subsequent plan reviews. Include availability and turn-around time (including transportation of plans) for expedited plan review and the turn-around time for each subsequent expedited plan review (re-check).
- H. Transportation of Plans: Include the method of transportation of plans for the initial plan review between the City of Moreno Valley Land Development Division and the Consultant's office where the plan check service will be completed. Second and subsequent submittals as well as all plan review comments will be made directly to and from the Consultant's office. The City shall be copied on all plan check comment letters.
- I. List of Submittals: All of the following **must** be submitted. Failure to submit any portion of these documents could be cause for rejection of the submitted proposal.
Note: One (1) Original and three (3) complete copies are required, clearly marked as such. (See Section XIV below).
- 1) Non-Collusion Affidavit (page 16)
 - 2) Affidavit of Non-Conviction (page 17)

- 3) Vendor Information (page 18)
- 4) References (pages 19-20)
- 5) Proposal Fee Schedule (page 21)
- 6) Addenda Acknowledgement (page 22)
- 7) **All items listed above in this section (A through I)**

X. Withdrawal of Proposal

Any Proposal may be withdrawn prior to the time and date set forth in the Notice Inviting Proposals, provided that a written request executed by the Proposer or his or her duly authorized representative for the withdrawal of such Proposal is filed with the Purchasing Division of the City prior to such time and date. The withdrawal of a Proposal shall not in itself prejudice the right of a Proposer to file a new Proposal provided the new Proposal is received before the closing date and time. Contact Virginia Garcia at purchasingdivision@moval.org

No Proposal may be withdrawn or changed **after** the time noted for submission of Proposals, even if the reason is due to the Proposal being compiled from an incomplete set of RFP documents and/or specifications. The lowest Proposer may seek relief of the RFP by submitting a written request within five days after the opening of the RFP's. Whether or not to grant a request for withdrawal of an RFP is within the sole discretion of the City. Said written request shall certify all of the following:

- 1) A mistake was made.
- 2) Specifying in detail how the mistake occurred.
- 3) The mistake made the Proposal materially different than he or she intended it to be.
- 4) The mistake was made in filling out the RFP and not due to error in judgment or to carelessness in inspecting the scope of the work or in reading the specifications (PCC 5101, 5103).

XI. Proposal Questions and Instructions

Proposals, to be entitled for consideration, must be made in accordance with the following instructions:

- A) Each Contractor shall exercise utmost diligence to obtain a full set of scope and related Proposal documents. The City will advise the Contractor of changes in the contract documents and specifications by the issuance of addenda during the Proposal period. Addendums will be placed on the City web site. See Notice Inviting Proposals. All such changes shall become a part of the Contract. No Proposal may be withdrawn after the closing date and time of the opening of the Proposals because of having been compiled from an incomplete set of contract documents and/or specifications.
- B) Any questions or doubt as to the true meaning and intent of the Proposal documents and specifications **must** be brought to the attention of the City **in writing**. All questions regarding this RFP are to be directed to Virginia Garcia at purchasingdivision@moval.org. Questions and subsequent responses will be provided **only to those companies** that have notified Virginia Garcia of their intent to submit a proposal. All questions and responses shall become part of the final contract. The City will not be responsible for any other explanations or interpretations.
- C) No oral agreement or conversation with any officers, employees, or agents of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. Request for an interpretation shall be emailed to Virginia Garcia at purchasingdivision@moval.org **at least five (5) business days** before the time announced for opening the Proposals. Questions that are closer to the closing date than this will not be addressed and will not be part of the subsequent contract.

XII. Instructions for Submittal of Proposal

Proposals shall be submitted on City forms included hereinafter to the City Clerk's Office of the City of Moreno Valley. List Proposal cost for each item separately. Prices must be stated in the units specified herein. **One (1) original and three (3) copies of the Proposal are to be submitted and must be clearly marked as such.** It is the Proposers responsibility to ensure that submissions are delivered to the correct location **before** the deadline. Completed Proposals shall be enclosed in a sealed envelope, addressed as follows:

**City of Moreno Valley
Attn: City Clerk
14177 Frederick Street
Moreno Valley, CA 92553**

The proposer's company name and address shall be clearly marked on the outside delivery envelope, the RFP number, name of project, hour and date of RFP closing as specified in Notice Inviting Requests for Proposals and the words **"SEALED REQUEST FOR PROPOSAL, DO NOT OPEN WITH REGULAR MAIL"**.

IMPORTANT
ON-TIME RECEIPT OF YOUR RESPONSE

The responsibility of ensuring that your time-sensitive document is received by the due date and time AND delivered to the City office stated in the invitation rests solely with the sender. You may hand deliver your document to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is not valid as proof of timely delivery. The City of Moreno Valley and the Community Services District (CSD) assumes no responsibility for bids, proposal or quotes which arrive at the City office stated in the invitation beyond the due date and time.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable. Regardless of the method you choose to submit your time-sensitive document, you must allow for our internal delivery system to process your item to the required office **before** the due date and time. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened. All prices, quotes and notations must be typewritten or written in ink. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent. Corrections must be initialed by the person signing the RFP. If the Proposal is made by an individual, it shall be signed and his full name and address shall be given; if made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given on a separate sheet of paper; if it is made by a corporation, it shall be signed by the president or a vice-president plus the secretary or assistant secretary, attested by the corporate seal and the name of the state under the laws of which the corporation was incorporated, and the names and titles of all officers of the corporation shall be given. Proposals not received by the City Clerk's Office of the City of Moreno Valley before the time and date set forth in the Notice Inviting Requests for Proposals shall be declared late and returned unopened to the Proposer.

XIII Scope of Services

Consultant engineering plan check services will be on an "as needed" basis. There will be no guarantee of work. The Consultant will review and/or perform duties related to the following:

The Consultant will be required to adhere to all federal, state, and local requirements. In general, the engineering plan check consultant services to be furnished for this project will include, but not be limited to, the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, easement and right-of-way documents, construction cost estimates, soils/geotechnical reports, hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. The Consultant shall review the construction cost estimate in the City's format to be utilized for bonding purposes and in most cases, establishment of plan check fees. Additionally, the Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. The Consultant shall adhere to a fourteen calendar day (two week) turn-around time for plan reviews; and more specifically described below.

A) Research of Record Information

With the first plan check submittal, the Consultant shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that the City knowingly has in its possession. The City will make available City records on regularly scheduled workdays. City copy machines will be made available to the Consultant to reproduce any plans or other documents as necessary for the Consultant's use in performing the plan check. The City will provide project conditions of approval with the first plan check.

B) Format Submission

The Consultant shall provide clear, concise, and complete plan check reviews to include, but not be limited to, all applicable items listed in the City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. The Consultant shall check plan compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements.

The Consultant shall ensure that all drawings are prepared using twenty-four inch by thirty-six inch (24" x 36") plan sheets (except maps). Final plans shall be prepared using permanent ink on 24" x 36" mylar sheets. No stick-ons are allowed. The original plans are to be considered to be the property of the project proponent, and shall be submitted to the City for approval. Upon approval of the mylars by the City Engineer, the plans shall become the property of the City.

C) Submittals to City

- 1) Completion of the first plan check shall be fourteen (14) calendar days after pick-up from the City, unless otherwise directed by the City. Upon completion of the first plan check review, the consultant shall provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents.
- 2) The Consultant shall perform subsequent plan checks using the same assigned staff to complete the plan checking process unless otherwise directed by City staff.
- 3) The Consultant shall incorporate plan check comments from City staff from all pertinent department and divisions.
- 4) Upon completion of the final plan check, the Consultant shall meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints accompanied by the original reproducible mylars and a final construction cost estimate, unless otherwise directed by City staff.
- 5) The Consultant shall state on the original mylars (or in a written statement as directed by City staff) that they have reviewed the plans for conformance with City standards and

practices and is recommending the plans for City approval. The responsible engineer shall sign the statement.

- 6) The Consultant shall provide a written statement on his letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation.
 - 7) Upon completion of the Consultant's map review and after final review by City staff, the Consultant's authorized engineer or land surveyor shall sign the final map/parcel map as the "Authorized Agent of the City Engineer".
- D) Estimate of Quantities and Cost
A preliminary estimate of quantities and costs shall be provided by the project proponent on forms provided by the City and included in the first plan check submittal. A final construction cost estimate shall be prepared by the Consultant. The final estimate of cost shall be based upon, and in agreement with, the final quantities as shown on the plans.
- E) Sewer and Water Drawings
The project proponent shall provide to the Consultant all sewer and water drawings necessary to perform the sewer and water plan check within the public right-of-way. The Consultant shall not be required to research sewer and water drawings. Because the City does not own the sewer and water facilities, the Consultant shall review these drawings for conflicts with City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. Sizing and capacity of these facilities is not the responsibility of the City's Consultant. The Consultant shall prepare a final construction cost estimate.
- F) Pre-Plan Check Meeting
The Consultant shall pick-up the first plan check submittal package from the City within 24-hours of notification by the City. The City will answer questions and provide guidance for the review and research of City records for the submittal prior to the Consultant checking of the plans.
- G) Post-Plan Check Meeting
The Consultant shall arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. The Consultant shall prepare a return transmittal to the project proponent.
- H) Second and Subsequent Plan Checks
The project proponent shall deliver second and subsequent plan checks to the consultant directly. The Consultant shall return second and subsequent plan checks to the project proponent within fourteen (14) calendar days.
- I) Project Reporting
The Consultant shall provide a written weekly status report to the City regarding the plan check submittals by Friday at 3:00 PM. The reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports may be e-mailed to the City.
- J) Responsible Engineer/Surveyor
A registered civil engineer in the state of California shall be the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check.

XIV. Selection Criteria

The City recognizes that price is only one of several criteria to be used in evaluating a product or service. Award of the Contract shall be made to the lowest responsive and responsible Proposer that best meets the City's specifications and needs, and represents the best overall value for the City. The City is not bound to accept the lowest price proposal. Submitted proposals will be evaluated on the following criteria but such criteria are not inclusive of all that may be considered. The proposal of the top-ranked firms will then be analyzed by the selection panel and may be invited to a selection interview.

A) Evaluation is based on: (criteria are not listed in any order of importance).

- 1) The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of the City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
- 2) Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with State and Federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- 3) Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to perform the services; and outline quality control measures to ensure on time delivery of a quality plan check.

B) Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

XV. Disqualification of Proposal

- A) More than one Proposal from an individual, a firm or partnership, a corporation or an association under the same or different name will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal will cause the rejection of all Proposals in which that Proposer is interested.
- B) If there is a reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in awarding a Contract. Proposals in which the prices obviously are unbalanced may be rejected. If the experience or financial background of the Proposer, as a contractor, is inadequate or past performance has been unsatisfactory, his or her Proposal may be rejected.
- C) No Proposal will be accepted from a Proposer who is not fully and properly licensed as a contractor in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code on the date and at the time of the submittal of the Proposal for the work to be done by him or her (B & P 7028.15).
- D) Missing or lack of complete required documents.

XVI. Execution of Contract
See Section D.

- XVII. Insurance Requirements of Successful Bidder
See Section D.

SECTION C

**REQUIRED RFP
SUBMITTAL DOCUMENTS**

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF) SS

(NAME) _____, affiant being first duly sworn, deposes and says:

That he or she is _____ of _____ (sole owner, partner or other proper title) _____ the party making the foregoing Proposal (Contractor)

that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Proposer's Name: _____ (print)

Proposer's Address: _____ (print)

Telephone No.: _____

(Signature of Proposer)

(Title)

All signatures must be notarized.

Attach Notary here.

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

I am the _____ and the duly authorized
(Title)

Representative of the firm of: _____
(Name of Corporation)

Whose address is: _____

_____ And that

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, and of its officers, directors, or partners, or any of its employees directory involved in obtaining Contracts with the City have been convicted of, or have plead *nolo contendere* to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State of the Federal government (conduct prior to July 1, 1977 is not required to be reported).

State "none" or, as appropriate, list any conviction, plea or admission described in paragraph two above, with the data, court, official, or administrative body; the individuals involved and their position with the firm, and sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the City to make a determination. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the City may terminate ant Contract awarded and may take any other action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature: _____ Date: _____

Printed Name _____ Title: _____

Name of firm: _____

VENDOR INFORMATION

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: _____

Owner / Manager Name: _____

PO Mailing Address: _____

City: _____ State _____ Zip _____

Remit to Address (if different from PO mailing address)

City: _____ State _____ Zip _____

Web Site: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Incorporated? (mark one) Yes ___ or No ___

Fed. Tax I.D. # or Social # _____

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? _____

How many years of relevant experience within the scope of this RFP? _____

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal # VAG-11/12-04 have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

(Print Quoting Persons Name) (Title)

(Quoting Persons Signature) (Date)

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years - Public or Governmental Agencies preferred. (Type or Print)

1. Name of Public Agency: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Telephone: (____) _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

2. Name of Public Agency: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Telephone: (____) _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

3. Name of Public Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Title: _____

Telephone: (____) _____ Email: _____

Service Dates: _____

Brief Summary of Project/Work provided: _____

Insert fee proposal here and include this signature page.

Company Name: _____
(print)

Authorized Signer: _____
(print)

Signature: _____ Date: _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Company Name: _____

Address: _____

Telephone No.: _____

Email Address: _____

By: _____

(print)

Signature: _____ Date: _____

SECTION D

POST AWARD REQUIREMENTS

REQUIRED DOCUMENTATION AFTER AWARD

A. After notification of award, the successful Contractor shall provide all of the following **within fourteen (14) calendar days**. Failure to execute and furnish said documents within said fourteen (14) days shall be just cause for the annulment of the award and pursuit of an Agreement with the next responsive and responsible proposer.

1. Execution of Contract:

Two copies of the Contract shall be signed by the successful Proposer and returned **together** with any required documents such as insurance, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the City until the execution of the Contract. Failure to execute a Contract and acceptable documents as required herein shall be just cause for the annulment of the reward. The RFP may be awarded to the next responsive bidder or may be re-advertised.

2. Insurance Requirements of Successful Bidder:

Insurance: **Successful, selected proposer** shall be required to provide the required insurance coverage prior to the final execution of the Agreement and as outlined in the attached "Sample Agreement" and the summarized below. Required insurance is marked with an "X" on the "sample" Agreement included herein. An Endorsement page must accompany the insurance and must list the three agencies of the City as "additional Insured". Proper wording for this is contained in the "Sample Agreement" under Section G and is bolded for your reference.

General Liability

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

Auto Liability-Owned & Non-owned \$ 500,000 combined single limit

Workers' Compensation An amount to comply with State of California requirements **OR** waiver as described below.

Note: Those firms that do not have Workers' Compensation Insurance coverage and are compliant with State guidelines for a qualifying waiver **must** submit the proper Exception to Workers' Compensation Coverage form. Three PDF files are included with the RFP on the City website as Attachments. Please select the appropriate form depending upon how your company is established; either as a "Sole Proprietor", a "Partnership" or a "Corporation". Print out and fill in the appropriate form, have it notarized, and submit with your proposal to the City of Moreno Valley.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. _____**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as _____.
Project No. _____.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "___" attached hereto and incorporated by this reference.

Or

The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this

Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual

orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the

City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit E or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued

immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct

copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the _____ (Example: Public Works Director/City Engineer of the City or his designated representative), fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such

occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such

records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board,

committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon

completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

SAMPLE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____
Chief Financial Officer
/City Manager/Mayor
(Select only one please)

BY: _____
Name: _____

TITLE: _____
(President or Vice President)

Date

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds \$15,000)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

EXHIBIT A
REQUEST FOR PROPOSAL

EXHIBIT A

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EXHIBIT B
CONSULTANT SCOPE OF SERVICES

EXHIBIT B

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EXHIBIT C
**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

SAMPLE

EXHIBIT C

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EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$_____. The Consultant's compensation for plan check services shall be based on time (hourly rate) and material, not to exceed 65% of the City's Land Development Division's applicable user fees collected per project, except for review of maps (parcel maps, tract maps) in which case the compensation shall not exceed 75% of the City's Land Development Division's applicable user fees. For those projects identified by the City as time and material projects where fees are not based according to user fees, the not to exceed limits described above will not apply. City will review time expended by Consultant upon receipt of Consultant's invoices.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City

Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the _____ Department at <email address>@moval.org or calls directed to (951) 413-_____.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

- A. Vendor Name, Mailing Address, and Phone Number
- B. Invoice Date
- C. Vendor Invoice Number
- D. Purchase Order Number
- E. City Project Number
- F. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), description of services performed and rates; invoices without description of work are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same. The City will review each invoice submitted by the Consultant, along with any accompanying required

documentation in order to determine that the Consultant has properly invoiced, documented and executed the required services.

7. Failure to comply with all requirements of this Agreement may result in non-payment for work.

SAMPLE

EXHIBIT D

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EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
\$1,000,000 each accident for bodily injury
\$1,000,000 disease each employee
\$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

SAMPLE

Addendum # 1
R.F.P. # VAG 14/15-03
September 3, 2014

The City strives to keep vendors responding to City needs current with information to each RFP/RFQ or Bid. As such we will receive question in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

Question:

Section B / IX. Proposal Requirements / A. Introduction .. "A maximum of twelve pages, excluding any resumes attached, is considered responsive."

Question: Can you please clarify whether the following must be included in this 12 page count?

7 pages of forms (listed in the List of Submittals, page 8)

"A minimum 3 letters of recommendation" (page 6)

Answer:

Letters of recommendation are excluded from the twelve page maximum, as stated. Although, not explicit, the seven pages of forms should also be excluded from the twelve page count, otherwise the bidder would only have 5 pages to provide the requested information. By all means, there can be more than twelve pages, the twelve pages are a minimum to be considered responsive.

Question:

Page 7, IX A. it states there is to be a maximum of twelve (12) pages (excluding resumes). Since the city has six (6) required forms to be submitted with the proposal, are the required forms also excluded from the 12 page count?

Answer:

Yes, the required forms are excluded from the 12 page count.

Question:

Page 12, XIII D) & E) require the Consultant to prepare a final cost estimate. Since the designer of record and project proponent are responsible for their project related submittals, and are making decisions based upon plan review comments provided and related work quantities, shouldn't the final cost estimate remain the project proponents responsibility and be submitted for final review with the other documents that are being checked? If not, then this would become a separate action once the plans are reviewed, signed and submitted.

Answer:

It is the responsibility of the City's plan check engineer and consultant to review the cost estimate prepared by the developer's engineer. The cost estimate prepared and submitted by the developer's engineer is preliminary until such time City staff or consultant representative has reviewed and approved it at which time it becomes the final engineer's cost estimate. The final engineer's cost estimate typically occurs concurrent with improvement plan final approval

Question:

Page 13, XIV A) 1) & 2) both include reference to the phrase "local experience". Please clarify the scope or extent of what is included within this phrase.

Answer:

Local experience is considered plan check services performed for municipalities near Moreno Valley in the general inland empire area.

Question:

Page 13 XV C) contains the disqualifier that "No Proposal will be accepted from a Proposer who is not fully and properly licensed as a contractor" under the CA B&P Code Section 7000. Is it the city's expectation that the firm or individual providing the engineering plan check consultant services be dual licensed as a consulting engineer and a contractor?

Answer:

A contractor's license is not required for plan check services.

Question:

On page 7 of your RFP the City requests each proposal be a maximum of 12 pages, exclusive of resumes. Does this 12 page limit include or exclude a front and back cover, the three (3) reference letters (requested on page 6), as well as the following required RFP submittal documents?

- 1) Non-Collusion Affidavit (page 16)
- 2) Affidavit of Non-Conviction (page 17)
- 3) Vendor Information (page 18)
- 4) References (pages 19-20)
- 5) Proposal Fee Schedule (page 21)
- 6) Addenda Acknowledgement (page 22)
- 7) All items listed above in this section (A through I)

Answer:

The twelve page maximum excludes the front and back cover, reference letters, as well as the RFP submittal documents that you have listed above.

Question: Would the City be willing to accept Statement of Qualifications from start-up companies who has no current or previous service to other governmental jurisdictions but its principal having over 10 years working for a city consultant and had worked for a county government performing the same function?

Answer: All consultants are invited to submit proposals for the Engineering Plan Check RFP. We recommend to provide any documentation or references associated with the proposed scope of work, as well as to highlight employee experiences and skill sets that would indicate their ability to perform the type of work outlined in the RFP.

Page 2 of 2

Addendum # 2
R.F.P. # VAG 14/15-03
Engineering Plan Check Consultant Services

September 4, 2014

Sections III (page 6), IX (page 8) and XIV (page 13) of this RFP requires the submittal of cost and fee schedule information. Please note we will **not** be requiring Consultants to provide a fee schedule at this time. Please omit page 21 (Proposal Fee Schedule) from your required RFP Submittal Documents.

Furthermore, Section IX. F. (page 8) is revised as follows:

“Consultant compensation shall not exceed the following percentage of the City’s collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans). For those projects determined by the City as Time & Material projects, the “not to exceed amount” is not applicable.”

EXHIBIT B

September 9, 2014

PROPOSAL FOR ENGINEERING PLAN CHECK CONSULTANT SCOPE OF SERVICES

A. INTRODUCTION:

Gong Enterprises, Inc. (GEI) is pleased to provide this proposal to provide professional plan check services for the City of Moreno Valley pursuant to CITY's RFP #VAG 14/15 - 03.

We believe that we can provide excellent professional plan check services on an "as needed" basis for the City of Moreno Valley based on the following:

- GEI has significant experience in the review of all facets of Development Plan check that includes the review of improvement plans that are associated with large residential tracts, industrial parks, commercial development, public infrastructure, and single family homes.
- GEI's plan checking services include both Quality assurance (QA) and Quality Control (QC). (QA) is to ensure that the plans have been evaluated in a technical standpoint, to be in substantial compliance with CITY codes, standards, and criteria. (QC) is to ensure that the improvement plans are cross referenced and coordinated with other plans associated with the particular project for consistency and to minimize conflicts.
- GEI's philosophy of the role of consultant is to support, advise, and be an "extension" of CITY staff. We will be ready and able to provide the plan review and consultation services "on an as needed basis" in a timely manner.
- GEI is easily accessible to answer questions by CITY staff. E-mail and Voicemail messages are generally returned within hours on the same day. Personalized attention by the owner, Ken Gong, PE will be provided at all times. This eliminates the "layers" of responsibility within an organization.
- Commitment to adhere to time frames set by CITY.
- Ability to provide a thorough, well thought out plan check and complete the review in a timely manner. Plan checks performed by GEI will ensure projects are technically sound and that CITY's perspective is maintained to protect the public, and to minimize future CITY maintenance costs.

Mr. Ken Gong, PE has approximately 34 years of professional engineering experience, with the last 25 years providing plan and map checking services as owner of GEI to City of Moreno Valley, City of San Clemente, City of San Juan Capistrano, and City of Mission Viejo as owner of GEI.

Mr. Ken Gong will be the responsible contact person at GEI. He will personally be involved in the plan check process and will review and oversee every plan and report that his company is responsible for.

Thank you for your consideration. We are looking forward to providing the very best plan checking services for the CITY OF MORENO VALLEY.

Sincerely,

Gong Enterprises, Inc.



Kenneth Cho Gong, PE
President



David Cho Gong
Secretary

**STATE OF CALIFORNIA
GONG. ENTERPRISES
Incorporated Mar. 8, 1983**

Corporate Seal:
State of California

NOTE: Signature of the President and Secretary of Gong Enterprises, Inc. provides the authority to bind the firm to the terms and conditions contained hereon. The signatures of the President and Secretary of Gong Enterprises, Inc also is made valid, binds, and capable of acceptance by the CITY for ninety (90) days from the date of submittal.

B. SCOPE OF SERVICES

- a. GEI to provide professional plan checking services for the review of final maps, parcel Maps, easement and right of way documents, rough grading, erosion control plans, precise grading plans, street improvement plans, storm drain plans, and other types of plans within the professional capabilities of GEI on an “as needed basis”.
- b. GEI shall provide professional plan checking services for the review of cost estimates, soils reports, Drainage studies, structural calculations, traverses, title reports, and other associated reports and documents.
- c. GEI shall research or request research data from the Design Engineer that CITY has in its possession.
- d. GEI to ensure the plan reviews are clear, concise, and complete. Review shall include contents in the CITY's plan check manual, project conditions of approval, City Standard plans, and CITY criteria and requirements.
- e. GEI shall cross-reference project plans with existing/proposed maps, improvement plans, grading plans, drainage plans, and all planning documents such as the approved plot plan, tentative map, specific plans, and development agreements.
- f. GEI shall ensure that all project plans are plotted on 24"x36" plan sheets. Final maps shall be prepared on the standard, industry accepted size.
- g. GEI shall pick up 1st plan check submittals via courier service from CITY and will complete the project within 14 calendar days.
- h. GEI shall prepare a correction letter and send the redlined 1st plan check to Engineer of Record with the correction letter. A copy of the correction letter shall be emailed to CITY.
- i. GEI shall coordinate CITY staff's review of the 1st plan check and incorporate staff's comments into the project on subsequent plan check submittals from EOR.
- j. At completion of project, GEI shall submit a set of mylars (with GEI's signature), set of bond prints, and 1 copy of drainage report, soils report, structural calculations, etc to CITY for CITY files. A “final” letter shall be written indicating that the plans are in substantial compliance with CITY criteria.
- k. GEI shall coordinate sewer and water plans with EMWD. Both EMWD and CITY will sign the plans prior to permitting.
- l. GEI shall coordinate storm drain or flood control facilities that are under the purview of the Riverside County Flood Control District. Both RCFC&WCD and CITY will sign the plans prior to permitting.
- m. GEI shall provide a written weekly status report to CITY regarding the plan check submittals by Friday 3PM to the assigned CITY staff member.

GEI has reviewed Section XIII “Scope of Services” contained in the RFP and agrees to abide by the requirements in full, with no modifications..

Methodology/approach/understanding of a typical project (abbreviated):

- Step 1: Upon receipt, the plans are logged in and filed. The due date is put on the log.
- Step 2: Peruse the plans, reports, and reference documents to get familiar with the project.
- Step 3: Organize, review, and assess all planning and entitlement documents such as site plans, plot plans, tentative parcel/tract maps, conditions of approval and existing improvement plans and reports associated with the project. This will further provide familiarity with the project and how it “ties” into the project’s surroundings.
- Step 4: Review plans and address all major (core) design issues that could affect the project.
- a. For example: Storm Drain Plans – Major items to consider are as follows: Ensure hydrology and design Q’s are correct. Ensure hydraulics are correct associated with the pipe size. Ensure vertical and horizontal alignment of pipe is coordinated with utility crossings. Ensure structural integrity of the storm drain and appurtenant items are adequate. Ensure catch basin sizes are correct. Ensure width of flooding in streets is correct.
- Step 5: Review plans and address all minor design issues that could affect the project.
- Step 6: Review applicable soils and drainage reports and structural calculations associated with the project.
- Step 7: Ensure that steps 2 - 6 above are constantly being coordinated together during the plan checking process to ensure that the project is in substantial compliance with the planning documents, and the engineered plans are in substantial compliance with CITY criteria, policies, codes, and requirements.
- Step 8: Prepare a correction letter to the Design Engineer. Attach letter to redlined plans and send to Design Engineer.
- Step 9: Put a copy of the correction letter in the files and send copy to CITY.

C. STATEMENT OF QUALIFICATIONS:

Company History: Civil Engineering Plan check services for 24 years
Clients: City of Moreno Valley - 11 years
 City of San Clemente – 24 years
 City of San Juan Capistrano – 21 years
 City of Mission Viejo – 5 months

Related, recent experiences):

City of Moreno Valley

- Parcel Map 36625 (Moreno Valley Distribution Center: review of rough grading, precise grading, street plans, parcel map, and drainage study.
- Parcel Map 36162 (Moreno Valley Industrial Center): review of precise grading, street plans, parcel map, storm drain, and drainage study
- Parcel Map 32326 (Moreno Valley Centerpointe): review of precise grading, detention basin, parcel map, storm drain, and drainage study
- Tract 27251: review of street, storm drain, rough grading plans for 116 lot subdivision

City of San Clemente:

- Tract 16630: review of production precise grading plans of 30 lots.
- Avenida Serra Force Apartments: review of precise grading plans, temporary shoring plans, onsite utilities
- Tracts 15661 and 15662 (Forster Ranch Planned Community): review of all improvement plans such as grading, streets, storm drain, sewer, and water associated with this 500+ home community.
- Target Department store: review of precise grading, storm drain, MSE and conventional retaining walls, street improvement plans.

City of San Juan Capistrano:

- Tract 17713: review of rough grading, WQMP report, drainage analysis, street and storm drain plans, sewer and water plans, MSE and conventional retaining wall plans, and precise grading plans – hillside development.
- San Juan Medical Office: review of rough grading, temporary/permanent caisson/lag retaining walls, precise grading, street and storm drain plans, and WQMP detention basin requirements.
- Ventanas Development: San Juan Creek Channel embankment improvements:

review of steel pile/sheeting shore improvement plans, review of sedimentation analysis report for San Juan Creek, review of various quitclaim and grant deed documents.

City of Mission Viejo:

- Mount of Olives Lutheran Church: review of precise grading plans and drainage report.

Highlights of Qualifications, Gong Enterprises, Inc:

- Over 30 years of plan check experience
- Highly consistent with plan check review and time frame commitments
- Strong interpersonal and communication skills
- Well organized and focused
- Strong analytical, writing, and research skills
- Effective problem solver
- Good eye for detail, can get the job done, and do it well
- Reputation for excellence and high quality service to clients

Key Personnel:

Contact Person: Mr. Ken Gong, PE, President
7755 Center Avenue #1100
Huntington Beach, CA 92647
Ph: (714) 372 - 4959
Cell Ph: (714) 642 – 8704
Fax: (714) 372 – 4968
Email: GongEnterprises@yahoo.com

Qualifications: Bachelor of Science, Civil Engineering
UC Irvine 1980
Professional Civil Engineer, 1983, State of CA
License expires 6/30/16
General Contractor – B classification

Mr. Gong has over 34 years of Civil Engineering experience and is the owner/president of Gong Enterprises, Inc. Mr. Gong was previously employed with County of Orange Flood Control District and County of Orange Subdivision Division. Mr Gong is well versed and experienced in the development process. He understands the entire subdivision process from the planning, conceptual, entitlement, final design, and construction phases.

Mr. Gong's experiences include the following types of plans and projects that have been plan checked or reviewed:

- Flood Control facilities (Regional)
- Storm drains (master-planned, local)
- Street Improvements
- Sewer
- Water
- Traffic, signing and striping, traffic control
- Signals
- Grading plans (rough and precise)
- Retaining walls and temporary shoring (masonry, concrete, piles, soil nail)
- Tract and Parcel Maps
- Drainage reports – hydrology, hydraulics, routing
- WQMP reports

All plans and maps will be reviewed for substantial compliance with City, County, State, and Federal codes, standards, and criteria. These include but are not limited to City of Moreno Valley Standard Plans, Eastern Municipal Water District, Caltrans, Standard Plans for Public Works Construction, County of Riverside, County of Riverside Flood Control and Water conservation District, 2013 California Building Code, and the State Subdivision Map, latest edition.

Mr. Ken Gong will be the responsible person at GEI for all of the various facets of plan checking. This includes communication with City staff, coordinating the pick up of plans, performing the plan check, maintaining schedules, and getting the projects back to the Engineers of record in a timely manner.

Organization Chart:

Ken Gong is the sole full time employee of GEI.

Certificate of Insurance:

GEI maintains general liability insurance coverage, Worker's Compensation Insurance, and Professional Liability (Errors and Omissions) Insurance coverage that meet or exceed CITY requirements stated in CITY's RFP. A copy of the various certificates of insurance will be provided to CITY as part of the agreement.

Agreement for Professional Consultant Services:

GEI is ready and willing to enter a contractual agreement with CITY to provide professional civil engineering plan check services. GEI has reviewed the sample

agreement contained in the CITY's RFP and have no comments or requested modifications.

D. REFERENCES:

- Letters of recommendation for Gong Enterprises, Inc. from City of San Clemente, City of San Juan Capistrano, and City of Mission Viejo are included with the list of submittals in Section J below.
- List of three (3) clients are included with the list of submittals in Section J below.

E. FEE SCHEDULE

Effective July 1, 2014 – December 31, 2015

Classification:	Hourly Rate:
Principal/Registered Civil Engineer	Excluded per Addendum #2 of the RFP
Blueprints, courier service, Misc	Excluded per Addendum #2 of the RFP

GEI shall invoice on a time and materials basis in accordance to the hourly rate schedule presented hereon on a monthly basis. All incidental/overhead costs that include travel, printing, telephone, photographs, and postage are included within the hourly rate.

Consultant compensation shall not exceed 75% of the final map check fee or 65% of the plan check fee collected for all other types of plans. For those projects determined by CITY as "time and material projects", the "not to exceed amount" is not applicable.

Expedited/accelerated plan checking shall be based on hourly rate x factor (excluded per addendum #2 of the RFP) with the turn around time cut down to 1/2 (one week).

Project meeting and associated travel time shall be invoiced on an hourly basis, based on the hourly rate presented in the fee schedule.

Field review and associated travel time shall be invoiced on an hourly basis, based on the hourly rate presented in the fee schedule.

F. SUBCONSULTANTS:

GEI has no plans at this time to utilize subconsultants for plan checking services.

However, if a subconsultant is utilized in the future, all requirements contained hereon within this proposal shall equally apply. Assignment of any work to an associate or sub consultant shall be solely at the discretion of the CITY.

G. CONFLICT OF INTEREST:

GEI does not provide Professional Civil Engineering services to the private sector. All clients are public entities or agencies. GEI will not engage in any business or transaction or maintain a financial interest which conflicts or reasonably could conflict with the Plan checking agreement with CITY.

H. TIME SCHEDULES

Based on the CITY's RFP, the standard turn around time for completion of projects is 2 weeks (14 calendar days), beginning from notification to pick up plans from CITY on 1st plan check submittals. For 2nd and subsequent plan check submittals from the Design Engineer, the standard turn around time for completion, beginning on receipt of plans from the Design Engineer's firm is also 2 weeks.

Expedited/accelerated turn around time shall be 1 week (7 calendar days), beginning from notification to pick up plans from CITY (1st plan check) or receipt of plans from the Design Engineer's firm (2nd and subsequent).

Expedited/accelerated turn around time shall be discussed with CITY staff prior to providing the accelerated service.

Meetings requested by CITY or Design Engineer shall be provided on an "as needed basis". A minimum 3-5 lead time will be required for scheduling purposes.

I. TRANSPORTATION OF PLANS

For the initial plan review between CITY and GEI, GEI will send a courier/messenger service to pick up the plans, documents, and reports from the CITY's Land Development counter.

For second and subsequent plan checks, the plans will be sent to the Engineer of record via United Parcel Service (UPS) or other public/private postal service. Final plans and mylars will be sent to CITY via United Parcel Service (UPS) or other acceptable means of postal delivery (FedEx, etc).

J. LIST OF SUBMITTALS:

Included in this section are the documents required per Section IX, (I) of the RFP VAG 14/15-03 and Section D of this proposal.

- a. Non-Collusion Affidavit –signed/notarized.
- b. Affidavit of Non-Conviction – signed/notarized.
- c. Vendor Information.
- d. Professional References
- e. Proposal Fee Schedule – not included per Addendum #2, dated September 4, 2014
- f. Addenda Acknowledgement
- g. Letters of recommendation from current GEI clients
- h. Copy of Professional Engineer certification

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS
COUNTY OF Kings)

(NAME) Henneth Cho Gong, affiant being first duly sworn, deposes and says:

That he or she is President of Gong Enterprises, Inc (sole owner, partner or other proper title) the party making the foregoing Proposal (Contractor)

that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Proposer's Name: Gong Enterprises, Inc
(print)

Proposer's Address: 7755 Center Ave #1100
(print) Huntington Beach, CA 92647

Telephone No.: (714) 372-4959

Henneth Cho Gong, President
(Signature of Proposer) (Title)

All signatures must be notarized.

Attach Notary here.

See Attached Notary

State of California

County of Kings

Subscribed and sworn to (or affirmed) before me on this 12 day of September,
2014, by

Kenneth Cho Gong
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Signature

(Seal)



AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

I am the *president* and the duly authorized
(Title)

Representative of the firm of: *Gong Enterprises, Inc*
(Name of Corporation)

Whose address is: *7755 Center Ave #1100*
 Huntington Beach, CA 92647 And that

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, and of its officers, directors, or partners, or any of its employees directly involved in obtaining Contracts with the City have been convicted of, or have plead *nolo contendere* to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State of the Federal government (conduct prior to July 1, 1977 is not required to be reported).

State "none" or, as appropriate, list any conviction, plea or admission described in paragraph two above, with the data, court, official, or administrative body; the individuals involved and their position with the firm, and sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the City to make a determination. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the City may terminate any Contract awarded and may take any other action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature: *Benneth Chu Gong* Date: *Sept 12, 2014*
Printed Name *Benneth Chu Gong* Title: *president*
Name of firm: *Gong Enterprises, Inc*

*See Attached
Notary*

State of California

County of Kings

Subscribed and sworn to (or affirmed) before me on this 12 day of September 2014, by

Kenneth Cho Gong
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Elza Garcia
Signature

(Seal)



VENDOR INFORMATION

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: Gong Enterprises Inc

Owner / Manager Name: Kenneth Cho Gong

PO Mailing Address: 7755 Center Ave #1100

City: Huntington Beach State CA Zip 92647

Remit to Address (if different from PO mailing address)

City: _____ State _____ Zip _____

Web Site: _____

Phone Number: (714) 372-4959

Fax Number: (714) 372-4968

E-mail Address: Gong Enterprises @ yahoo.com

Incorporated? (mark one) Yes or No

Fed. Tax I.D. # or Social # 33-0012024

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? _____

How many years of relevant experience within the scope of this RFP? 30 years +

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal # VAG-11/12-04 have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

Kenneth Cho Gong

(Print Quoting Persons Name)

President

(Title)

Kenneth Cho Gong

(Quoting Persons Signature)

Sept 12, 2014

(Date)

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years - Public or Governmental Agencies preferred. (Type or Print)

1. Name of Public Agency: City of Moreno Valley
 Address: 14177 Frederick St
 City: Moreno Valley State: CA Zip: 92553
 Contact: Mark Sambito Title: Engineering Division Manager
 Telephone: (951) 413-3191 Email: MarkS@moval.org
 Service Dates: 2003 to present
 Brief Summary of Project/Work provided: Review of drainage studies, Industrial Park precise grading plans, storm drain plans, street improvement plans, Parcel Maps and Tract Maps.
2. Name of Public Agency: City of San Clemente
 Address: 910 Calle Negocio #100
 City: San Clemente State: CA Zip: 92673
 Contact: Zachary Ponsen Title: Senior Civil Engineer
 Telephone: (949) 361-6135 Email: Ponsenz@San-Clemente.org
 Service Dates: 1990 - present
 Brief Summary of Project/Work provided: Review of hillside single family homes, review commercial and industrial precise grading/utility plans, review Tract & Parcel Maps & review Storm drain, sewer and water, street, rough grading, and precise grading plans

3. Name of Public Agency: City of San Juan Capistrano
Address: 32400 Paseo Abelanto
City: San Juan Capistrano State: CA Zip: 92675
Contact: Steve Kooyman Title: Assistant Director of Public Works
Telephone: (949) 443 6355 Email: _____
Service Dates: 1992 - present
Brief Summary of Project/Work provided: Review of Tract and Parcel Maps,
Review all plans associated with Tract development such as
rough and precise grading, street and storm drain, sewer and water
plans with associated drainage and structural studies.

Insert fee proposal here and include this signature page.

THIS SHEET IS CONSIDERED
DELETED PER Addendum
#2

Company Name: _____
(print)

Authorized Signer: _____
(print)

Signature: _____ Date: _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

Addendum No.: 1 Dated Sept 3, 2014 None

Addendum No.: 2 Dated Sept 4, 2014 None

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Company Name: Gong Enterprises Inc

Address: 7755 Center Ave #1100

Huntington Beach, CA 92647

Telephone No.: (714) 372-4959

Email Address: GongEnterprises@yahoo.com

By: Kenneth Cho Gong
(print)

Signature: Kenneth Cho Gong Date: Sept 12, 2014



City of Mission Viejo

Public Works Department

Trish Kelley
Mayor

Dave Leckness
Mayor Pro Tem

Rhonda Reardon
Council Member

Cathy Schlicht
Council Member

Frank Ury
Council Member

September 10, 2014

Mr. Ahmad R. Ansari
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552

Subject: Letter of Recommendation for Gong Enterprises, Inc.

Dear Mr. Ansari:

I am pleased to submit this letter of recommendation for Gong Enterprises, Inc., headed by Mr. Ken Gong, P.E. Gong Enterprises, Inc. has provided professional plan check consulting services for the City of Mission Viejo for five months.

During this period, Gong Enterprises, Inc. has reviewed the grading, erosion control, and on-site improvement plans for the remodel and expansion a church. While a church expansion project may not sound like a particularly exciting project to write to you about, this church is significant in many ways. It was the first church established in Mission Viejo in 1966. The church's congregation is made up of several citizens who were directly affiliated with the former Mission Viejo Company, which built much of Mission Viejo as it stands today as California's first master planned community. Those same citizens also continue to be very influential in the politics of the City today. In fact, the civil engineer on the project is a parishioner of the church who has completed several high profile projects within the City. Therefore, the City Manager made this project a very high priority and directed City staff to work with the applicant and the civil engineer as expeditiously as possible.

Gong Enterprises, Inc. stepped in right away to assist City staff with the review of the project. While it was Ken's first review project with the City, during the review process, Mr. Gong demonstrated he has very strong knowledge of civil engineering principles. His attention to detail during the plan review process along with his overall experience with development projects has been very valuable. Mr. Gong's communication skills with City staff, the church, and the design civil engineer has been excellent and his plan check time schedules are consistently on schedule or ahead of schedule.

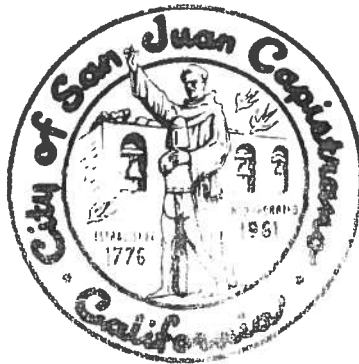
In the company's short tenure with City of Mission Viejo, Gong Enterprises, Inc. has been a very valuable partner on the City's plan check consulting team. We recommend our friend without hesitation.

If you have any questions about this letter, please feel free to contact me at 949/470-8419.

Sincerely,

Joe Ames, P.E.
Assistant City Engineer

32400 PASEO ADELANTO
SAN JUAN CAPISTRANO, CA 92675
949 493-1171
949 493-1053 FAX
www.sanjuancapistrano.org



MEMBERS OF THE CITY

SAM ALLEVATO
ROY L. BYRNES, M.D.
LARRY KRAMER
TERESA REEVE
JOHN TAYLOR

September 10, 2014

To: City of Moreno Valley
From: Ziad Mazboudi, PE – Senior Civil Engineer
Ph: 949 234-4413
Email: zmazboudi@sanjuancapistrano.org

RE: Letter of recommendation

The City of San Juan Capistrano has utilized the plan checking services of Gong Enterprises, Inc (Mr. Ken Gong, PE) for approximately 20 years. Gong Enterprises' services include the plan checking of projects, large and small. These include Residential tracts, Commercial developments, drainage studies, Industrial parks and single family homes.

Gong Enterprises, Inc has reviewed precise grading, rough grading, storm drain, street, sewer/water plans, soils and drainage reports, and Tract and Parcel Maps with results that are well thought out and very professional. In addition, Gong Enterprises' broad understanding of the development process cannot be understated. This includes communication with the City staff, immediate understanding of the project upon presentation, communication with developers and their engineers of record, resolving differences, reacting quickly, and getting the project completed in a timely manner.

I highly recommend that your City consider Gong Enterprises, Inc for Development plan checking services.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


Ziad Mazboudi, PE
Senior Civil Engineer

San Juan Capistrano: Preserving the Past to Embrace the Future



Memorandum Engineering Division

September 10, 2014

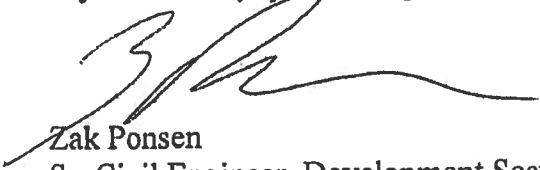
To: City of Moreno Valley
From: Zak Ponsen, Senior Civil Engineer
Subject: Gong Enterprises, Inc.

The City of San Clemente has used Gong Enterprises, Inc. for outside plancheck services for approximately 24 years. The City has used Gong Enterprises, Inc. for tract, commercial, multifamily, and single family developments. Additional services provided include review of Final Parcel & Tract Maps.

Plancheck reviews have mostly been associated with the grading plans and their associated improvement plans. Many project have included extensive retaining walls, and shoring systems within these plans.

During my 8 years of employment at the City, Gong Enterprises, Inc. has performed well in its duties providing plancheck services for the City. Mr. Gong has been approachable to City staff and the developers going through the plancheck process. Gong Enterprises, Inc.'s reviews of grading project and their associated improvement plans have proven to be very thorough and completed with great attention to detail.

If you have any questions, please feel free to contact me.



Zak Ponsen
Sr. Civil Engineer, Development Section
City of San Clemente, CA 92672
949-361-6135
PonsenZ@san-clemente.org



STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS



THIS IS TO CERTIFY THAT PURSUANT
TO THE PROVISIONS OF CHAPTER 7, DIVISION 9, OF THE BUSINESS AND PROFESSIONS CODE

Renetta Cho Gong

IS DULY REGISTERED AS A
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING

IN THE STATE OF CALIFORNIA, AND IS ENTITLED TO ALL THE RIGHTS AND
PRIVILEGES CONFERRED IN SAID CODE



WITNESS OUR HAND AND SEAL
CERTIFICATE No. 36491

THIS 22 DAY OF July 1988

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS

W. L. B.
SECRETARY
[Signature]
PRESIDENT

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR
INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS

EXHIBIT C

CITY - SERVICES TO BE PROVIDED TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall equal to 65% of City plan review fees for those plans and documents reviewed in the scope of services other than final maps and 75% of City plan review fees for final maps reviewed in accordance with the City's Schedule of Fees, Charges, and Rates as updated annually.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Public Works Department/Land Development Division at zarat@moval.org or calls directed to (951) 413-3139.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT D

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

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**AGREEMENT FOR PROFESSIONAL
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Attachment 2

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Bureau Veritas North America, Inc.**, a Delaware corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL
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DESCRIPTION OF PROJECT

1. The Project is described as Engineering Plan Check Consultant Services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to compensation equal to 65% of City plan review fees for those plans and documents reviewed in the scope of services other than final maps and 75% of City plan review fees for final maps reviewed in accordance with the City's Schedule of Fees, Charges, and Rates as updated annually in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the plan review schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect through one year from the effective date, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical

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disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive

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consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Land Development Division red line comments and other deliverable items identified in the scope of work which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, red line comments, and letters, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s)

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply

**AGREEMENT FOR PROFESSIONAL
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therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Bureau Veritas North America, Inc.

BY: _____
City Manager

BY: _____

Date

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

EXHIBIT A



CITY OF MORENO VALLEY
REQUEST FOR PROPOSALS FOR
ENGINEERING PLAN CHECK
CONSULTANT SERVICES

R.F.P. # VAG 14/15-03

AUGUST 2014

DUE BEFORE
2:00 p.m. PST SEPTEMBER 15, 2014

TO:

CITY OF MORENO VALLEY
Attn: City Clerk
14177 Frederick St.
Moreno Valley, CA 92553

SECTION A

GENERAL INFORMATION

**NOTICE INVITING PROPOSALS FOR
ENGINEERING PLAN CHECK CONSULTANT SERVICES
R.F.P. # VAG 14/15-03**

1. **PUBLIC NOTICE IS HEREBY GIVEN THAT**

The City of Moreno Valley (hereinafter referred to as "City") is receiving sealed Proposals at the City Clerk's Office, 14177 Frederick Street., Moreno Valley, California 92553 **before 2:00 p.m. PST September 15, 2014.** Proposals will be opened and the names of submitting vendors only will be read aloud for the work generally described as follows:

ENGINEERING PLAN CHECK CONSULTANT SERVICES

2. **OBTAINING PROPOSAL DOCUMENTS**

Proposal Documents and Specifications may be obtained as follows:

A. Online

Vendors are expected to do all that is possible to download the RFP from the City website.

The Proposal Documents can be downloaded from the City of Moreno Valley's website at no cost

at: http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml

NOTE: All companies interested in submitting a Proposal, **must** notify Virginia Garcia of the Purchasing Division of the City of Moreno Valley of their intent to submit a proposal at purchasingdivision@moval.org. This step is crucial to interested proposers receiving any future addendum to the RFP. Responsibility therefore rests with each individual company wishing to submit a proposal.

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SECTION B

**SPECIFICATIONS
AND REQUIREMENTS**

REQUEST FOR PROPOSAL
R.F.P # VAG 14/15-03

I. Introduction

The City of Moreno Valley, Land Development Division, is seeking one or more highly qualified consultant(s) to provide ENGINEERING PLAN CHECK CONSULTANT SERVICES on an **as-needed basis**.

II. Clarification

For the purposes of clarification, the following terms are to be read to be one and the same:

- "Contractor", "Vendor", "Company", "Bidder", "Proposer", "Firm" and "Consultant".
- "Agreement" and "Contract".
- "Bid", "Quote" and "Proposal".
- "Request for Quote" and "R.F.Q".
- "Request for Proposal" and "R.F.P."

III. Criteria for Potential Bidders

- 1) Bidders are to provide a statement of qualifications for provision of engineering plan check consultant services.
- 2) The city operates a Time & Materials program for large projects, based on project valuation, approved by the city. Provide an hourly rate for those projects that receive approval for this program.
- 3) Provide cost for accelerated review of plans, with time frame.
- 4) Provide hourly cost for attendance at project meetings, including travel time.
- 5) All postage fees to be paid by Consultant are included in fee schedule for transportation of plans between City of Moreno Valley and Consultant. Consultant shall use overnight delivery service for next day pick up/delivery of projects between City and Consultant.
- 6) Bidder shall demonstrate qualifications to review engineering plans and provide documentation of any professional certifications/licenses/degrees.
- 7) Bidder shall provide documentation of current services provided to other governmental jurisdictions. This shall include a minimum of 3 letters of recommendation from governmental jurisdictions specifying the bidder's professional services provided.
- 8) Bidder shall indicate if any sub consultants or associates are proposed to be utilized in the provision of these services. All requirements of the Bidder shall apply equally to the sub consultants or associates. Assignment of any work to an associate or sub consultant shall be solely at the discretion of the City.
- 9) Successful bidder must provide a monthly detailed accounting of plans reviewed with invoice. See Exhibit D – Payment Terms.

III. Legal Responsibilities

All proposals must be submitted, filed, and executed in accordance with State and Federal laws relating to proposals and contracts of this nature whether the same are expressly referred to herein or not. Any person submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in scope of work and to full compliance therewith.

This request is not to be considered an offer of a contract to provide Engineering Plan Check Consultant Services. There is no guarantee, express or implied, that any professional organization responding to this request will be contracted to provide Engineering Plan Check Consultant Services.

The selected firm will be required to enter into the City's standard "Agreement," a sample of which is attached for your review.

IV. Agreement Term

The City operates on a fiscal year basis, running from July 1st through June 30th of the following calendar year. **It is the intent of the City to have a fully executed contract in place by November 10, 2014. The initial Agreement shall be in effect through June 30, 2015 and then renewed, per agreement by both parties, for the next fiscal year starting July 1st.** The agreement may be renewed at the expiration of its original term for up to four additional one-year terms. Renewal of the Agreement shall be accomplished through a written letter of understanding that is signed by both parties. The Agreement shall remain in full force and effect from the date of the fully executed Agreement to the expiration date unless terminated by either party as stated herein.

V. Funding Out Clause

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley. In the event that the City Council of the City of Moreno Valley does not grant necessary funding appropriation and/or program approval, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

VI. Conflict of Interest

- A. During the term of the Agreement, the Consultant shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict with, the proper discharge of the Consultant's duties under the Agreement.
- B. Only those Consultants who submit a proposal and provide ENGINEERING PLAN CHECK CONSULTANT SERVICES to government entities or agencies will be accepted.

VIII. Reservation of Rights

The City of Moreno Valley reserves the following options:

- A. The right to reject all partial price proposals.
- B. The right to reject any or all price proposals or make no award.
- C. The right to issue subsequent requests for price proposals.
- D. The right to make award to more than one vendor.
- E. The right to waive any informality or irregularity in a price proposal process and any price proposals.

IX. Proposal Requirements

Submit: One (1) original and three (3) copies clearly marked as such.

Each proposal must contain the following information to be considered complete. Only complete proposals will be evaluated. **Also** see List of Submittals (Letter I, pg. 8 below).

- A. Introduction: Proposals shall be typed and submitted on 8 1/2" x 11" paper, using a simple method of fastening. The proposal shall not include any unnecessary, elaborate or promotional material. Excessive lengthy narrative is discouraged; presentation shall be clear and concise. A maximum of twelve pages, excluding any resumes attached, is considered responsive. At a minimum the proposal must contain the following:

- 1) The methodology/approach proposed for the work as defined in the Scope of Work.
 - 2) The name of the proposing firm, including a full mailing address, e-mail, telephone and fax number.
 - 3) The name of the Project Manager, Associates, Plan Checkers, or staff that will be assigned to this work.
 - 4) Team Members applicable to this work. The areas of responsibility of each Team Member shall also be listed.
- B. Qualifications: The overall capabilities of the consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management and ability of persons assigned to perform the work. Possession of appropriate licenses and certificates.
- C. Personnel: This section must delineate the experience and/or background of the personnel and include an organizational chart.
- D. Reference: List three (3) former municipal/governmental agencies for which comparable services have been performed within the last five years. Include the organization name, mailing address, name and telephone number of the designated contact person and the email address if available.
- E. Authorization: This proposal shall be signed by an official authorized to bind the firm to the terms and conditions contained therein, and the proposal shall contain a statement that the same is valid, binding, and capable of acceptance by the City for ninety (90) days from the date of submittal.
- F. Fee Schedule: Fee Schedule shall be included which will be valid for at least one (1) year from the effective date of the contract. The schedule of fees to provide the services outlined above shall include (a) a statement that compensation shall not exceed the following percentage of the City's collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans), (b) plan review on an hourly basis for those projects designated by the City where fees are based on time and material, (c) expedited plan review, (d) other services provided as appropriate.
- G. Time Schedules: The City's Land Development Division requires a two-week turn-around time for initial plan review and all subsequent plan reviews. Include availability and turn-around time (including transportation of plans) for expedited plan review and the turn-around time for each subsequent expedited plan review (re-check).
- H. Transportation of Plans: Include the method of transportation of plans for the initial plan review between the City of Moreno Valley Land Development Division and the Consultant's office where the plan check service will be completed. Second and subsequent submittals as well as all plan review comments will be made directly to and from the Consultant's office. The City shall be copied on all plan check comment letters.
- I. List of Submittals: All of the following **must** be submitted. Failure to submit any portion of these documents could be cause for rejection of the submitted proposal.
Note: One (1) Original and three (3) complete copies are required, clearly marked as such. (See Section XIV below).
- 1) Non-Collusion Affidavit (page 16)
 - 2) Affidavit of Non-Conviction (page 17)

- 3) Vendor Information (page 18)
- 4) References (pages 19-20)
- 5) Proposal Fee Schedule (page 21)
- 6) Addenda Acknowledgement (page 22)
- 7) **All items listed above in this section (A through I)**

X. Withdrawal of Proposal

Any Proposal may be withdrawn prior to the time and date set forth in the Notice Inviting Proposals, provided that a written request executed by the Proposer or his or her duly authorized representative for the withdrawal of such Proposal is filed with the Purchasing Division of the City prior to such time and date. The withdrawal of a Proposal shall not in itself prejudice the right of a Proposer to file a new Proposal provided the new Proposal is received before the closing date and time. Contact Virginia Garcia at purchasingdivision@moval.org

No Proposal may be withdrawn or changed **after** the time noted for submission of Proposals, even if the reason is due to the Proposal being compiled from an incomplete set of RFP documents and/or specifications. The lowest Proposer may seek relief of the RFP by submitting a written request within five days after the opening of the RFP's. Whether or not to grant a request for withdrawal of an RFP is within the sole discretion of the City. Said written request shall certify all of the following:

- 1) A mistake was made.
- 2) Specifying in detail how the mistake occurred.
- 3) The mistake made the Proposal materially different than he or she intended it to be.
- 4) The mistake was made in filling out the RFP and not due to error in judgment or to carelessness in inspecting the scope of the work or in reading the specifications (PCC 5101, 5103).

XI. Proposal Questions and Instructions

Proposals, to be entitled for consideration, must be made in accordance with the following instructions:

- A) Each Contractor shall exercise utmost diligence to obtain a full set of scope and related Proposal documents. The City will advise the Contractor of changes in the contract documents and specifications by the issuance of addenda during the Proposal period. Addendums will be placed on the City web site. See Notice Inviting Proposals. All such changes shall become a part of the Contract. No Proposal may be withdrawn after the closing date and time of the opening of the Proposals because of having been compiled from an incomplete set of contract documents and/or specifications.
- B) Any questions or doubt as to the true meaning and intent of the Proposal documents and specifications **must** be brought to the attention of the City **in writing**. All questions regarding this RFP are to be directed to Virginia Garcia at purchasingdivision@moval.org. Questions and subsequent responses will be provided **only to those companies** that have notified Virginia Garcia of their intent to submit a proposal. All questions and responses shall become part of the final contract. The City will not be responsible for any other explanations or interpretations.
- C) No oral agreement or conversation with any officers, employees, or agents of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. Request for an interpretation shall be emailed to Virginia Garcia at purchasingdivision@moval.org **at least five (5) business days** before the time announced for opening the Proposals. Questions that are closer to the closing date than this will not be addressed and will not be part of the subsequent contract.

XII. Instructions for Submittal of Proposal

Proposals shall be submitted on City forms included hereinafter to the City Clerk's Office of the City of Moreno Valley. List Proposal cost for each item separately. Prices must be stated in the units specified herein. **One (1) original and three (3) copies of the Proposal are to be submitted and must be clearly marked as such.** It is the Proposers responsibility to ensure that submissions are delivered to the correct location **before** the deadline. Completed Proposals shall be enclosed in a sealed envelope, addressed as follows:

**City of Moreno Valley
Attn: City Clerk
14177 Frederick Street
Moreno Valley, CA 92553**

The proposer's company name and address shall be clearly marked on the outside delivery envelope, the RFP number, name of project, hour and date of RFP closing as specified in Notice Inviting Requests for Proposals and the words "SEALED REQUEST FOR PROPOSAL, DO NOT OPEN WITH REGULAR MAIL".

IMPORTANT
ON-TIME RECEIPT OF YOUR RESPONSE

The responsibility of ensuring that your time-sensitive document is received by the due date and time AND delivered to the City office stated in the invitation rests solely with the sender. You may hand deliver your document to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is not valid as proof of timely delivery. The City of Moreno Valley and the Community Services District (CSD) assumes no responsibility for bids, proposal or quotes which arrive at the City office stated in the invitation beyond the due date and time.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable. Regardless of the method you choose to submit your time-sensitive document, you must allow for our internal delivery system to process your item to the required office **before** the due date and time. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened. All prices, quotes and notations must be typewritten or written in ink. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent. Corrections must be initialed by the person signing the RFP. If the Proposal is made by an individual, it shall be signed and his full name and address shall be given; if made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given on a separate sheet of paper; if it is made by a corporation, it shall be signed by the president or a vice-president plus the secretary or assistant secretary, attested by the corporate seal and the name of the state under the laws of which the corporation was incorporated, and the names and titles of all officers of the corporation shall be given. Proposals not received by the City Clerk's Office of the City of Moreno Valley before the time and date set forth in the Notice Inviting Requests for Proposals shall be declared late and returned unopened to the Proposer.

XIII Scope of Services

Consultant engineering plan check services will be on an "as needed" basis. There will be no guarantee of work. The Consultant will review and/or perform duties related to the following:

The Consultant will be required to adhere to all federal, state, and local requirements. In general, the engineering plan check consultant services to be furnished for this project will include, but not be limited to, the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, easement and right-of-way documents, construction cost estimates, soils/geotechnical reports, hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. The Consultant shall review the construction cost estimate in the City's format to be utilized for bonding purposes and in most cases, establishment of plan check fees. Additionally, the Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. The Consultant shall adhere to a fourteen calendar day (two week) turn-around time for plan reviews; and more specifically described below.

A) Research of Record Information

With the first plan check submittal, the Consultant shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that the City knowingly has in its possession. The City will make available City records on regularly scheduled workdays. City copy machines will be made available to the Consultant to reproduce any plans or other documents as necessary for the Consultant's use in performing the plan check. The City will provide project conditions of approval with the first plan check.

B) Format Submission

The Consultant shall provide clear, concise, and complete plan check reviews to include, but not be limited to, all applicable items listed in the City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. The Consultant shall check plan compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements.

The Consultant shall ensure that all drawings are prepared using twenty-four inch by thirty-six inch (24" x 36") plan sheets (except maps). Final plans shall be prepared using permanent ink on 24" x 36" mylar sheets. No stick-ons are allowed. The original plans are to be considered to be the property of the project proponent, and shall be submitted to the City for approval. Upon approval of the mylars by the City Engineer, the plans shall become the property of the City.

C) Submittals to City

- 1) Completion of the first plan check shall be fourteen (14) calendar days after pick-up from the City, unless otherwise directed by the City. Upon completion of the first plan check review, the consultant shall provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents.
- 2) The Consultant shall perform subsequent plan checks using the same assigned staff to complete the plan checking process unless otherwise directed by City staff.
- 3) The Consultant shall incorporate plan check comments from City staff from all pertinent department and divisions.
- 4) Upon completion of the final plan check, the Consultant shall meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints accompanied by the original reproducible mylars and a final construction cost estimate, unless otherwise directed by City staff.
- 5) The Consultant shall state on the original mylars (or in a written statement as directed by City staff) that they have reviewed the plans for conformance with City standards and

- practices and is recommending the plans for City approval. The responsible engineer shall sign the statement.
- 6) The Consultant shall provide a written statement on his letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation.
- 7) Upon completion of the Consultant's map review and after final review by City staff, the Consultant's authorized engineer or land surveyor shall sign the final map/parcel map as the "Authorized Agent of the City Engineer".
- D) Estimate of Quantities and Cost
A preliminary estimate of quantities and costs shall be provided by the project proponent on forms provided by the City and included in the first plan check submittal. A final construction cost estimate shall be prepared by the Consultant. The final estimate of cost shall be based upon, and in agreement with, the final quantities as shown on the plans.
- E) Sewer and Water Drawings
The project proponent shall provide to the Consultant all sewer and water drawings necessary to perform the sewer and water plan check within the public right-of-way. The Consultant shall not be required to research sewer and water drawings. Because the City does not own the sewer and water facilities, the Consultant shall review these drawings for conflicts with City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. Sizing and capacity of these facilities is not the responsibility of the City's Consultant. The Consultant shall prepare a final construction cost estimate.
- F) Pre-Plan Check Meeting
The Consultant shall pick-up the first plan check submittal package from the City within 24-hours of notification by the City. The City will answer questions and provide guidance for the review and research of City records for the submittal prior to the Consultant checking of the plans.
- G) Post-Plan Check Meeting
The Consultant shall arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. The Consultant shall prepare a return transmittal to the project proponent.
- H) Second and Subsequent Plan Checks
The project proponent shall deliver second and subsequent plan checks to the consultant directly. The Consultant shall return second and subsequent plan checks to the project proponent within fourteen (14) calendar days.
- I) Project Reporting
The Consultant shall provide a written weekly status report to the City regarding the plan check submittals by Friday at 3:00 PM. The reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports may be e-mailed to the City.
- J) Responsible Engineer/Surveyor
A registered civil engineer in the state of California shall be the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check.

XIV. Selection Criteria

The City recognizes that price is only one of several criteria to be used in evaluating a product or service. Award of the Contract shall be made to the lowest responsive and responsible Proposer that best meets the City's specifications and needs, and represents the best overall value for the City. The City is not bound to accept the lowest price proposal. Submitted proposals will be evaluated on the following criteria but such criteria are not inclusive of all that may be considered. The proposal of the top-ranked firms will then be analyzed by the selection panel and may be invited to a selection interview.

- A) Evaluation is based on: (criteria are not listed in any order of importance).
- 1) The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of the City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
 - 2) Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with State and Federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
 - 3) Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to perform the services; and outline quality control measures to ensure on time delivery of a quality plan check.
- B) Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

XV. Disqualification of Proposal

- A) More than one Proposal from an individual, a firm or partnership, a corporation or an association under the same or different name will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal will cause the rejection of all Proposals in which that Proposer is interested.
- B) If there is a reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in awarding a Contract. Proposals in which the prices obviously are unbalanced may be rejected. If the experience or financial background of the Proposer, as a contractor, is inadequate or past performance has been unsatisfactory, his or her Proposal may be rejected.
- C) No Proposal will be accepted from a Proposer who is not fully and properly licensed as a contractor in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code on the date and at the time of the submittal of the Proposal for the work to be done by him or her (B & P 7028.15).
- D) Missing or lack of complete required documents.

XVI. Execution of Contract
See Section D.

- XVII. Insurance Requirements of Successful Bidder
See Section D.

SECTION C

**REQUIRED RFP
SUBMITTAL DOCUMENTS**

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

I am the _____ and the duly authorized
(Title)

Representative of the firm of: _____
(Name of Corporation)

Whose address is: _____

_____ And that

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, and of its officers, directors, or partners, or any of its employees directory involved in obtaining Contracts with the City have been convicted of, or have plead *nolo contendere* to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State of the Federal government (conduct prior to July 1, 1977 is not required to be reported).

State "none" or, as appropriate, list any conviction, plea or admission described in paragraph two above, with the data, court, official, or administrative body; the individuals involved and their position with the firm, and sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the City to make a determination. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the City may terminate ant Contract awarded and may take any other action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature: _____ Date: _____

Printed Name _____ Title: _____

Name of firm: _____

VENDOR INFORMATION

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: _____

Owner / Manager Name: _____

PO Mailing Address: _____

City: _____ State _____ Zip _____

Remit to Address (if different from PO mailing address)

City: _____ State _____ Zip _____

Web Site: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Incorporated? (mark one) Yes ___ or No ___

Fed. Tax I.D. # or Social # _____

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? _____

How many years of relevant experience within the scope of this RFP? _____

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal # VAG-11/12-04 have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

(Print Quoting Persons Name) (Title)

(Quoting Persons Signature) (Date)

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years - Public or Governmental Agencies preferred. (Type or Print)

1. Name of Public Agency: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Telephone: (____) _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

2. Name of Public Agency: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Telephone: (____) _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

3. Name of Public Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Title: _____

Telephone: () _____ Email: _____

Service Dates: _____

Brief Summary of Project/Work provided: _____

Insert fee proposal here and include this signature page.

Company Name: _____
(print)

Authorized Signer: _____
(print)

Signature: _____ Date: _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Company Name: _____

Address: _____

Telephone No.: _____

Email Address: _____

By: _____
(print)

Signature: _____ Date: _____

SECTION D

POST AWARD REQUIREMENTS

REQUIRED DOCUMENTATION AFTER AWARD

A. After notification of award, the successful Contractor shall provide all of the following **within fourteen (14) calendar days**. Failure to execute and furnish said documents within said fourteen (14) days shall be just cause for the annulment of the award and pursuit of an Agreement with the next responsive and responsible proposer.

1. Execution of Contract:

Two copies of the Contract shall be signed by the successful Proposer and returned **together** with any required documents such as insurance, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the City until the execution of the Contract. Failure to execute a Contract and acceptable documents as required herein shall be just cause for the annulment of the award. The RFP may be awarded to the next responsive bidder or may be re-advertised.

2. Insurance Requirements of Successful Bidder:

Insurance: **Successful, selected proposer** shall be required to provide the required insurance coverage prior to the final execution of the Agreement and as outlined in the attached "Sample Agreement" and the summarized below. Required insurance is marked with an "X" on the "sample" Agreement included herein. An Endorsement page must accompany the insurance and must list the three agencies of the City as "additional Insured". Proper wording for this is contained in the "Sample Agreement" under Section G and is bolded for your reference.

General Liability

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

Auto Liability-Owned & Non-owned \$ 500,000 combined single limit

Workers' Compensation An amount to comply with State of California requirements **OR** waiver as described below.

Note: Those firms that do not have Workers' Compensation Insurance coverage and are compliant with State guidelines for a qualifying waiver **must** submit the proper Exception to Workers' Compensation Coverage form. Three PDF files are included with the RFP on the City website as Attachments. Please select the appropriate form depending upon how your company is established; either as a "Sole Proprietor", a "Partnership" or a "Corporation". Print out and fill in the appropriate form, have it notarized, and submit with your proposal to the City of Moreno Valley.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. _____**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as _____.
Project No. _____.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "___" attached hereto and incorporated by this reference.

Or

The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this

Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual

orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the

City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit E or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued

immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) ~~The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.~~

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct

copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the _____ (Example: Public Works Director/City Engineer of the City or his designated representative), fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such

occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such

records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board,

committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon

completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

SAMPLE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____

Chief Financial Officer
/City Manager/Mayor
(Select only one please)

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds \$15,000)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

EXHIBIT A
REQUEST FOR PROPOSAL

EXHIBIT A

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EXHIBIT B
CONSULTANT SCOPE OF SERVICES

EXHIBIT B

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EXHIBIT C
**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

SAMPLE

EXHIBIT C

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EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$_____. The Consultant's compensation for plan check services shall be based on time (hourly rate) and material, not to exceed 65% of the City's Land Development Division's applicable user fees collected per project, except for review of maps (parcel maps, tract maps) in which case the compensation shall not exceed 75% of the City's Land Development Division's applicable user fees. For those projects identified by the City as time and material projects where fees are not based according to user fees, the not to exceed limits described above will not apply. City will review time expended by Consultant upon receipt of Consultant's invoices.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City

Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the _____ Department at <email address>@moval.org or calls directed to (951) 413-_____.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

- A. Vendor Name, Mailing Address, and Phone Number
- B. Invoice Date
- C. Vendor Invoice Number
- D. Purchase Order Number
- E. City Project Number
- F. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), description of services performed and rates; invoices without description of work are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same. The City will review each invoice submitted by the Consultant, along with any accompanying required

documentation in order to determine that the Consultant has properly invoiced, documented and executed the required services.

7. Failure to comply with all requirements of this Agreement may result in non-payment for work.

SAMPLE

EXHIBIT D

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EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

SAMPLE

Addendum # 1
R.F.P. # VAG 14/15-03
September 3, 2014

The City strives to keep vendors responding to City needs current with information to each RFP/RFQ or Bid. As such we will receive question in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

Question:

Section B / IX. Proposal Requirements / A. Introduction .. "A maximum of twelve pages, excluding any resumes attached, is considered responsive."

Question: Can you please clarify whether the following must be included in this 12 page count?

7 pages of forms (listed in the List of Submittals, page 8)

"A minimum 3 letters of recommendation" (page 6)

Answer:

Letters of recommendation are excluded from the twelve page maximum, as stated. Although, not explicit, the seven pages of forms should also be excluded from the twelve page count, otherwise the bidder would only have 5 pages to provide the requested information. By all means, there can be more than twelve pages, the twelve pages are a minimum to be considered responsive.

Question:

Page 7, IX A. it states there is to be a maximum of twelve (12) pages (excluding resumes). Since the city has six (6) required forms to be submitted with the proposal, are the required forms also excluded from the 12 page count?

Answer:

Yes, the required forms are excluded from the 12 page count.

Question:

Page 12, XIII D) & E) require the Consultant to prepare a final cost estimate. Since the designer of record and project proponent are responsible for their project related submittals, and are making decisions based upon plan review comments provided and related work quantities, shouldn't the final cost estimate remain the project proponents responsibility and be submitted for final review with the other documents that are being checked? If not, then this would become a separate action once the plans are reviewed, signed and submitted.

Answer:

It is the responsibility of the City's plan check engineer and consultant to review the cost estimate prepared by the developer's engineer. The cost estimate prepared and submitted by the developer's engineer is preliminary until such time City staff or consultant representative has reviewed and approved it at which time it becomes the final engineer's cost estimate. The final engineer's cost estimate typically occurs concurrent with improvement plan final approval

Question:

Page 13, XIV A) 1) & 2) both include reference to the phrase "local experience". Please clarify the scope or extent of what is included within this phrase.

Answer:

Local experience is considered plan check services performed for municipalities near Moreno Valley in the general inland empire area.

Question:

Page 13 XV C) contains the disqualifier that "No Proposal will be accepted from a Proposer who is not fully and properly licensed as a contractor" under the CA B&P Code Section 7000. Is it the city's expectation that the firm or individual providing the engineering plan check consultant services be dual licensed as a consulting engineer and a contractor?

Answer:

A contractor's license is not required for plan check services.

Question:

On page 7 of your RFP the City requests each proposal be a maximum of 12 pages, exclusive of resumes. Does this 12 page limit include or exclude a front and back cover, the three (3) reference letters (requested on page 6), as well as the following required RFP submittal documents?

- 1) Non-Collusion Affidavit (page 16)
- 2) Affidavit of Non-Conviction (page 17)
- 3) Vendor Information (page 18)
- 4) References (pages 19-20)
- 5) Proposal Fee Schedule (page 21)
- 6) Addenda Acknowledgement (page 22)
- 7) All items listed above in this section (A through I)

Answer:

The twelve page maximum excludes the front and back cover, reference letters, as well as the RFP submittal documents that you have listed above.

Question: Would the City be willing to accept Statement of Qualifications from start-up companies who has no current or previous service to other governmental jurisdictions but its principal having over 10 years working for a city consultant and had worked for a county government performing the same function?

Answer: All consultants are invited to submit proposals for the Engineering Plan Check RFP. We recommend to provide any documentation or references associated with the proposed scope of work, as well as to highlight employee experiences and skill sets that would indicate their ability to perform the type of work outlined in the RFP.

Addendum # 2
R.F.P. # VAG 14/15-03
Engineering Plan Check Consultant Services

September 4, 2014

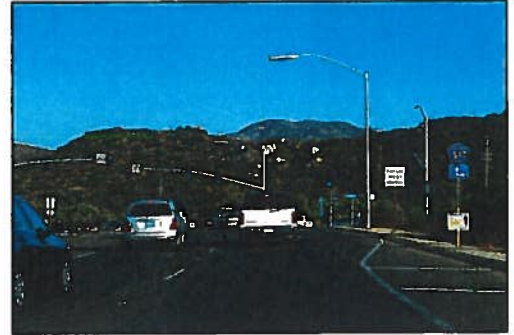
Sections III (page 6), IX (page 8) and XIV (page 13) of this RFP requires the submittal of cost and fee schedule information. Please note we will **not** be requiring Consultants to provide a fee schedule at this time. Please omit page 21 (Proposal Fee Schedule) from your required RFP Submittal Documents.

Furthermore, Section IX. F. (page 8) is revised as follows:

“Consultant compensation shall not exceed the following percentage of the City’s collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans). For those projects determined by the City as Time & Material projects, the “not to exceed amount” is not applicable.”

EXHIBIT B

**RFP VAG 14/15-03 Engineering Plan
Check Consulting Services**



September 15, 2014

**City of Moreno Valley
Attn: City Clerk
14177 Frederick Street
Moreno Valley, CA 92553**

COPY



**Bureau Veritas North America, Inc.
1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626**

**10620 Treena Street, Suite 170
San Diego, CA 92131
www.us.bureauveritas.com**



A. Introduction

B. Qualifications

C. Personnel

D. References

E. Authorization

F. Fee Schedule (Not Required Per Addendum 2)

G. Time Schedules

H. Transportation of Plans

I. List of Submittals

Appendix A - Resumes

Appendix B - Required Submittal Documents

Appendix C - Letters of Reference



A. Introduction

1) Methodology/Approach

In order to provide the City of Moreno Valley with **excellent customer service**, the engineering division requires a plan review consultant to provide assistance for routine plan review submittals, additional plan review services during peak workload periods, staffing absences, and when expedited/fast track support is needed to satisfy the special needs of City customers. This type of service requires **qualified plan review professionals** to provide a high level of quality plan review and to maintain a workflow methodology that provides a cost effective approach to plan reviewing.

BVNA has a full understanding of the plan review services needed by the City, which will provide an immediate and seamless workflow. We are committed to meeting and exceeding your project objectives and goals. In addition to plan review services, BVNA can assist with other development review tasks such as entitlement processing, developing conditions of approval, updating and incorporating policies, procedures, guidelines, and standards.

To ensure success in providing plan review services, our approach depends on three key factors:

1. **Working effectively with City staff**
2. **Providing qualified, certified and properly trained turnkey staff**
3. **Providing timely review and return of plans**

BVNA proposes to provide plan review services related to final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, easement and right-of-way documents, construction cost estimates, hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval, tentative map/site plan, standards, codes and engineering standards of practice.

Our plan review process highlights the tools and techniques we will employ to deliver quality, accurate, timely, and responsive plan reviews:

- **Reliable & Responsive Service.** Our project manager, through our **CARE plan** review and processing program, **proactive communication**, proven project management tools, and best practices, will anticipate your needs and quickly respond with accurate and detailed information every step of the way. We are available to meet with the City at your convenience to discuss procedures and projects to maintain momentum and schedule.
- **Efficiently Meet Turnaround Review Schedule & Maintain Development Momentum.** A premium will be placed on our staff's already well-grounded knowledge of your processes and requirements to proactively facilitate communication and processing. We will work to ensure proven quality assurance and schedule control measures are implemented.
- **Maintain Accuracy & Cost Savings Through Proven Processes & Continuity.** Should the City so choose, BVNA offers several state-of-the-art processes at no cost. These integrated, standardized processes and innovative digital, web-based solutions, such as electronic plan reviewing and BVnet, will be utilized by seasoned staff members who have worked successfully on plan review projects so that reviews are consistent, thorough, accurate and done right, the first time. Whether you choose these state-of-the-art processes or not, we will step in immediately at whatever level you require to deliver solutions with positive results.



CARE Program – A Proven, Formalized & Integrated Plan Review Process

The plan review process we follow for efficient completion of concurrent task management is managed through our CARE Program, a formalized and integrated process whereby **Coordination, Analytical, Review, and Expert** management/quality control functions are consistently implemented on each and every project. We will implement a comprehensive program based on best practices to validate that each and every review is thorough, accurate, consistent, and timely. This system's success is based on thousands of hours of practical, real world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff. The specific roles of each of our CARE elements include:

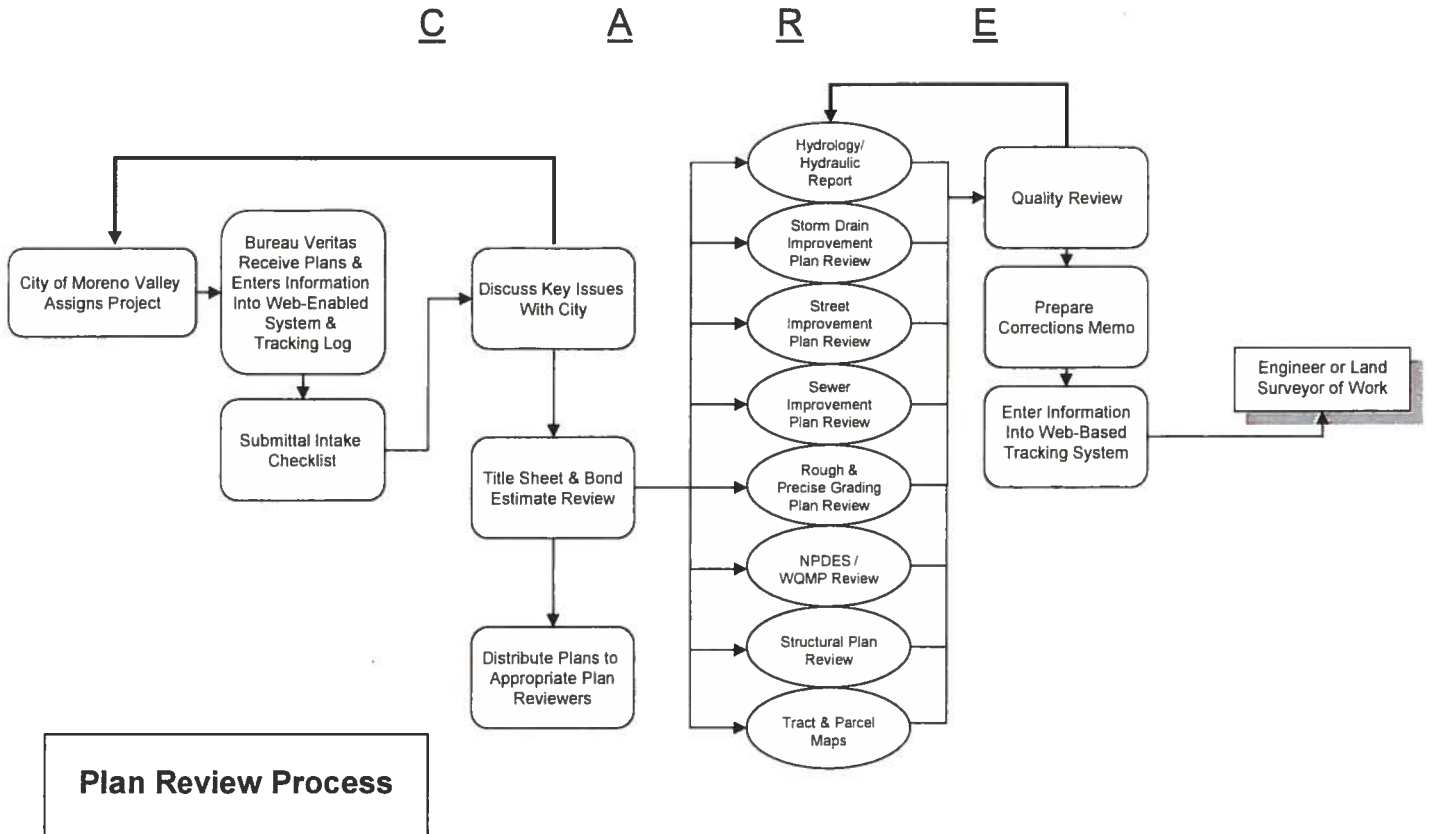
Coordinator: Our clerical staff will handle various administrative functions, such as logging information (project tracking, time budgeting), managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status. The coordinator is the first line of contact for each project submittal.

Analyst: Our analysts will review submittals, title sheets, and non-design items; maintain files; monitor due dates; monitor contract budget and status tracking reports; and coordinate invoicing. Our analysts also maximize and "right place" staff resources to meet turnaround times in a quality manner. When assigning resubmittals to staff, our analyst ensures consistency by passing the project to the same reviewer that performed the previous reviews. Reassignments are done when unforeseen circumstances dictate.

Reviewer: Our experienced public works plan reviewers will routinely review agency standards, ordinances, guidelines, and checklists; create comments letters; coordinate project return with the coordinator; attend review meetings; and communicate questions/solutions to project stakeholders. Because of our depth of resources and project tools (checklists, corrections letters, etc), reassigned projects can be reviewed without missing deadlines or causing unnecessary rechecks.

Expert: Our experts will provide quality review of applicable plans, studies, and reports in accordance with all accepted engineering, Subdivision Map Act, and industry professional practices and shall comply with the applicable regulations; visit the client contact regularly; monitor project progress with the reviewer; disseminate project/agency information to the team; train team members; peer review comments letters; and communicate questions/solutions to stakeholders. Our experts provide the quality assurance reviews to each project which will minimize the number of resubmittals.

Our staff's quality provides you with proven staff extension that binds the varying interests of your operations, the citizens you serve, and legal and regulatory considerations into a dynamic, flexible working system. The success of this system is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff.



Plan Review Process

C = Coordinator

A = Analyst

R = Reviewer

E = Expert

A) Research of Record Information

Our team will review and research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that the City knowingly has in its possession.

B) Format Submission

Plan reviewers will provide clear, concise, and complete plan check reviews to include the applicable items listed in the City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. Reviewers will check plans for compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements. Because of our experience with other Riverside County agencies, our staff has developed checklists that can be used for your project review, should you wish.



C) Submittals to City

Completion of the first plan check will be **14 calendar days** after pick-up from the City, unless otherwise directed by the City. Upon completion of the first plan check review, BVNA will provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents. BVNA will perform subsequent reviews using the same assigned staff to complete the plan checking process, unless otherwise directed by the City. BVNA will incorporate plan check comments from City staff from all pertinent departments and divisions. Upon completion of the final plan check, BVNA will meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints accompanied by the original reproducible mylars and a final construction cost estimate, unless otherwise directed by the City.

BVNA will indicate on the mylars that our reviewers have reviewed the plans for conformance with City standards and practices and is recommending the plans for City approval. The responsible engineer will sign the statement. BVNA will provide a written statement of company letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation. Upon completion of the map review and after final review by City staff, BVNA's authorized engineer or land surveyor will sign the final map/parcel map as the "Authorized Agent of the City Engineer".

D) Estimate of Quantities and Cost

BVNA will review the final construction cost estimate based upon, and in agreement with, the final quantities shown on the plans prepared by the project proponent.

E) Sewer and Water Drawings

BVNA will review sewer and water drawings as submitted by the project proponent. BVNA will not be required to research sewer and water drawings per the RFP. BVNA will review the drawings for conflicts with the City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. BVNA will also prepare a final construction cost estimate.

F) Pre Plan Check Meeting

BVNA shall pick up the first plan check submittal package from the City within 24 hours of notification by the City. BVNA will discuss the project with the City should any questions or clarifications come up prior to and during the course of the review.

G) Post Plan Check Meeting

BVNA will arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. BVNA will prepare a return transmittal to the project proponent.

H) Second and Subsequent Plan Checks

Second and subsequent submittals will be delivered to BVNA directly by the project proponent. BVNA will return second and subsequent reviews to the project proponent and the City within **fourteen (14) calendar days**.

I) Project Reporting

BVNA will provide written **weekly status reports** to the City regarding the plan check submittals by **Friday at 3:00 PM**. Reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports can be emailed or delivered in a manner requested by the City.



J) Responsible Engineer/Surveyor

BVNA has on staff a registered civil engineer in the State of California who will serve as the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check.

2) Proposing Firm Information

Bureau Veritas North America, Inc.
 1665 Scenic Avenue, Suite 200, Costa Mesa, CA 92626
 yhenry.huang@us.bureauveritas.com
 T. 714.431.4100 / F. 714.825.0685

3) Project Manager, Associates, Plan Reviewers, and Other Staff Assigned

BVNA has a large pool of resources that can be utilized in addition to the staff shown.

Job Function	Team Member										
Project Director	Y. Henry Huang, PE, MSCE										
Project Manager	William (Bill) Bixby, PE, MSCE										
Plan Review Engineers / Surveyors	<table border="0"> <tr> <td>Monte Bowers, PE</td> <td>Jee Choy, PE</td> </tr> <tr> <td>John Che, PE, QSD/QSP</td> <td>Craig Hamner, PE</td> </tr> <tr> <td>Steven Beswick, PE</td> <td>Scott Harvey, PE</td> </tr> <tr> <td>Mohammad Lahooti, PE</td> <td>Wendy Haggard, PE</td> </tr> <tr> <td>Michael Middleton, PE</td> <td>Michael Foreman, PLS</td> </tr> </table>	Monte Bowers, PE	Jee Choy, PE	John Che, PE, QSD/QSP	Craig Hamner, PE	Steven Beswick, PE	Scott Harvey, PE	Mohammad Lahooti, PE	Wendy Haggard, PE	Michael Middleton, PE	Michael Foreman, PLS
Monte Bowers, PE	Jee Choy, PE										
John Che, PE, QSD/QSP	Craig Hamner, PE										
Steven Beswick, PE	Scott Harvey, PE										
Mohammad Lahooti, PE	Wendy Haggard, PE										
Michael Middleton, PE	Michael Foreman, PLS										
Other Staff Assigned	<table border="0"> <tr> <td>Jeffrey Hendrix</td> </tr> <tr> <td>Pamela Schur</td> </tr> </table>	Jeffrey Hendrix	Pamela Schur								
Jeffrey Hendrix											
Pamela Schur											

4) Team Members and Areas of Responsibility

Team Member	Area of Responsibility										
Y. Henry Huang, PE, MSCE	High-level project management										
William (Bill) Bixby, PE, MSCE	Project Manager - Oversee all disciplines.										
Monte Bowers, PE	<table border="0"> <tr> <td>Grading and Drainage Plans</td> <td>Traffic and Lighting Document Review</td> </tr> <tr> <td>Erosion Control Plans</td> <td>Sewer, Water, and Stormdrain Document Review</td> </tr> <tr> <td>Public Infrastructure Improvement Plans</td> <td>Review</td> </tr> </table>	Grading and Drainage Plans	Traffic and Lighting Document Review	Erosion Control Plans	Sewer, Water, and Stormdrain Document Review	Public Infrastructure Improvement Plans	Review				
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Grading and Drainage Plans	Sewer, Water, and Stormdrain Document Review										
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Easement and Right-of-Way Documents											
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Michael Middleton, PE	<table border="0"> <tr> <td>Final Maps and Parcel Maps</td> <td>Public Infrastructure Improvement Plans</td> </tr> <tr> <td>Grading and Drainage Plans</td> <td></td> </tr> </table>	Final Maps and Parcel Maps	Public Infrastructure Improvement Plans	Grading and Drainage Plans							
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Grading and Drainage Plans											



Team Member	Area of Responsibility	
Jee Choy, PE	Final Maps and Parcel Maps Grading and Drainage Plans Erosion Control Plans Public Infrastructure Improvement Plans	Easement and Right-of-Way Documents Hydrologic/Hydraulic Study Review
Craig Hamner, PE	Final Maps and Parcel Maps Grading and Drainage Plans Erosion Control Plans Public Infrastructure Improvement Plans	Easement and Right-of-Way Documents Hydrologic/Hydraulic Study Review
Scott Harvey, PE	Final Maps and Parcel Maps Grading and Drainage Plans Erosion Control Plans Public Infrastructure Improvement Plans Easement and Right-of-Way Documents	Hydrologic/Hydraulic Study Review Traffic and Transportation Document Review
Wendy Haggard, PE	Grading and Drainage Plans Public Infrastructure Improvement Plans	Sewer Study and Document Review
Michael Foreman, PLS	Final Maps and Parcel Maps	Easement and Right-of-Way Documents
Jeffrey Hendrix	Final Maps and Parcel Maps Grading and Drainage Plans	Erosion Control Plans Public Infrastructure Improvement Plans
Pamela Schur	Administrative Support	Accounting Support

B. Qualifications

Firm Background

Founded in 1828 Bureau Veritas is a global leader in quality assurance, health, safety and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations, and with **over 64,500 employees**, Bureau Veritas has unparalleled expertise and resources to manage projects requiring a broad range of expertise, across vast geographies. With operations in **140 countries and all continents**, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world.

Having provided multi-faceted services to over **400 public agencies**, we are a **recognized leader** in understanding what you need to work efficiently. Many of our seasoned **staff members are former agency employees** who know and understand the issues that affect government processes. Because our personnel “think like public agencies”, we deliver solutions tailored to your needs.

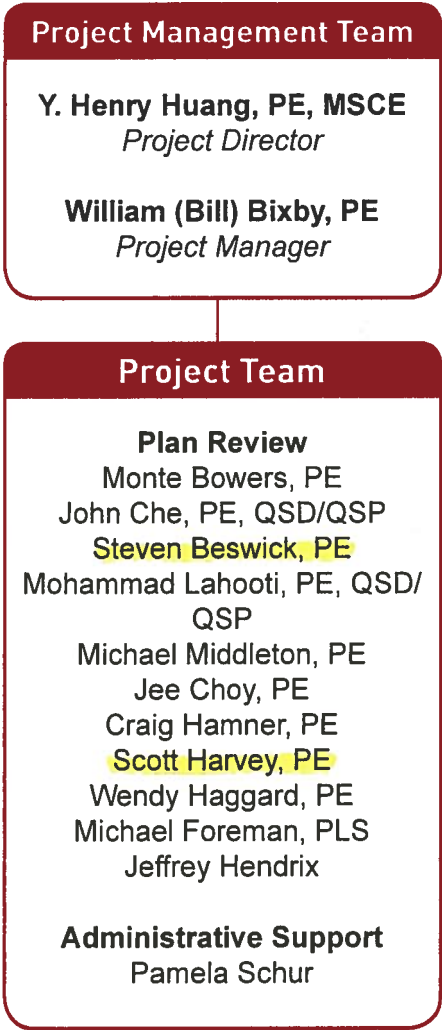
We are the **largest plan review firm in the United States**. Our vast experience means that we will provide the proactive, well-planned, organized, and innovative solutions that save you time and money. As well, our expertise in extension of staff assignments means that we are adept at **working seamlessly with your agency staff**, responding rapidly to dynamically changing needs within the City.

Our firm’s long-established public works plan review track record with nearby public agencies is a testament to our proven success in delivering quality services. Because of our work with other **Riverside County agencies** and the various workshops that our staff attends, we remain current with changing and permitting design requirements. We have the **depth, resources, and stability** to be your public works plan review consultant, ensuring your work is completed cost effectively, without delay, with accountability, and with the highest level of quality.



C. Personnel

Below is our project team organizational chart. Full resumes of each individual are included as Appendix A.



D. References

City of Lake Elsinore

Map Check, Improvement, and Grading Plan Check

Ken Seumalo, PE, City Engineer, City of Indian Wells (Recently relocated)

(760) 340-0332 (ext. 254) / kseumalo@indianwells.com

City of Lake Elsinore

130 South Main Street, Lake Elsinore, CA 92530

(951) 674-3124 x244

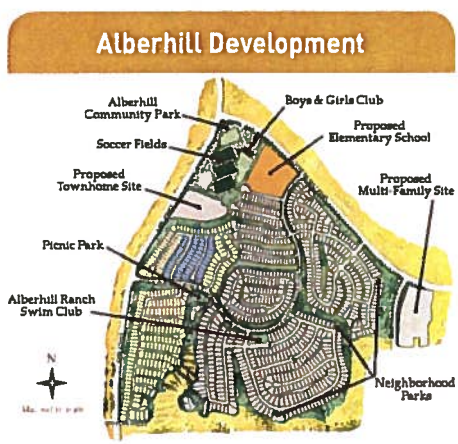
Dates of Service: 1992 – Present

BVNA has provided as-needed public works plan review, water quality report review, and extension of staff services for more than 25 years. Technical reviews have ensured that plans and maps are compliant with City ordinances, standards, conditions of approval, and the Subdivision Map Act, stormwater quality regulations, and local, state, and federal regulations. Currently, we are providing public works plan review for the final phases of Canyon Hills Specific Plan and associated infill projects. The infill projects include rough grading, street improvements, storm drains, detention basins, and related reports. We are also providing public works plan review for the 12 phase, 1,600 home Alberhill Ranch development. This 500+ acre master planned hillside development includes extensive park and recreation elements. As part of our responsibilities we separated CFD-funded reviews from in-tract reviews, advised the developer on County drainage standards prior to starting design to facilitate plan conformance and approvals, reviewed that the regional detention basin design supported both current conditions and the future development's expansion.

Additional plan review assignments have included the review of improvement plans to include the interim and final storm drain facilities for three major community facilities districts. The largest of these developments, Ramsgate Community Development, located off of Highway 74, included seven separate developments with improvements, grading plans, and final maps to accommodate close to 2,000 lots. Plan review consisted of street and storm drain improvements, detention basin, and routing calculations, stormwater quality BMP facilities, rough grading and final maps for individual tract maps throughout the project. For all three districts, improvements included storm drain facilities to accommodate a major wash. Commercial sites have also been reviewed for high-profile Target, Home Depot, Lowes, and Walmart commercial development.

"I have been extremely pleased with [Bureau Veritas'] high quality of customer service, responsiveness, and attention to detail. Your staff has exceeded expectations and has always been there for us."
Ken Seumalo, PE, City Engineer, City of Lake Elsinore

- Project Highlights**
- 25+ Years Public Works Plan Review
 - Water Quality Management Plan Reviews
 - Multi-Faceted Services
 - Developed Ordinances & Standards
 - 99% Success Rate over Past 3 Years Meeting Review Schedule



City of Murrieta

As-Needed Map Review and Plan Review Services

Bob Moehling, PE, City Engineer
(951) 461-6036 / bmoehling@murrieta.org
1 Town Square
Murrieta, CA 92562

Dates of Service: 1991 – Present

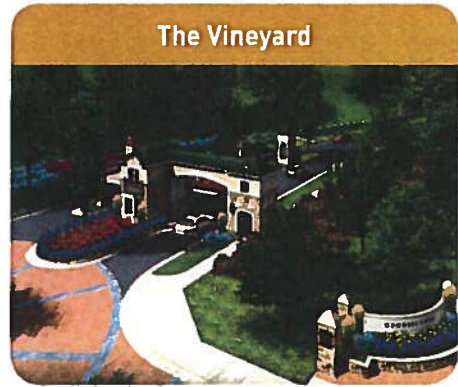
Bureau Veritas North America, Inc. has provided development review/processing, map review, architectural/building/fire plan review services, as well as staff augmentation for the City.

Originally, when the City first incorporated, BVNA initiated policies and procedures for the transition of development cases from the County and were instrumental in writing the City's grading code and manual. Reviewed projects have run the full scale in size and type from improvement and grading plans and maps for large, low-density estate type subdivisions, to single commercial lots and single-family residences as well as drainage plans per RCFC&WCD's standards. Our plan review personnel have reviewed major road improvement projects, business parks, shopping centers, new residential housing developments, infrastructure, and public right-of-way projects. Staff assignments have included infrastructure, mass grading, roads, sidewalks, curb and gutter, underground utilities, AC overlay, sub grade, structural, and NPDES compliance. In addition, we have also been responsible for providing on-site extension of engineering staff to work with designers, developers, property owners, contractors, and permitting agencies to develop and condition projects.

For the 521-acre Vineyard development which featured 1,200 homes within a sensitive environmental habitat, we prepared grading bonds and agreement; reviewed improvement plans and a dual water quality system to ensure compliance with the 401 Permit requirements; and coordinated water quality issues through the San Diego Regional Water Quality Control Board.

The large specific plan subdivision plan checks have required the review of both interim and final drainage improvements. Moreover, we have reviewed the design and improvements for stormwater quality Best Management Practices. Our staff also designed various storm drain improvements and BMPs to Riverside County Flood Control and Water Conservation District standards.

"I'm glad we have your firm's services. Your knowledge of the physical confines of the City is impressive and your work ethic is impeccable...Thanks for all your years of dedication to the City of Murrieta."
Bob Moehling, PE, Engineering Manager, City of Murrieta



County of Imperial

As-Needed Consultant Plan Check Services for Private Development Projects

Manuel Ortiz, PE, Assistant County Engineer
(760) 482-4462 / manuelortiz@co.imperial.ca.us
155 South 11th Street, El Centro, CA 92243

Bureau Veritas has provided the review of improvement, grading, and erosion control plans, hydrology and hydraulic reports, water quality reports, other reports and calculations and Cost Estimates submitted to the County. The plans have been reviewed for clarity, format, completeness and conformance to the County's Standard Drawings and Grading Ordinances.

Each project submitted for review is assigned a turn-around time based on the number of plan sheets in the project. Bureau Veritas meets or exceeds these assignments more than 95% of the time.

The local irrigation district controls all the drainage facilities in the county and requires coordination when projects must tie into one their facilities. Bureau Veritas has been proactive in communicating with the district, the engineer/developer, and the County to ensure that projects are not delayed and issues are tackled early in the review process.

Project Highlights

- 5 Year Plan Review Track Record
- 50+ Sets of Plans Reviewed To Date
- 95+% Success Rate Meeting Review Schedule Requirements
- Reviews Included Improvement, Grading, Erosion Control Plans and Hydrology/ Hydraulic Reports
- Extensive Water Quality Review & Coordination

"[Bureau Veritas is] perfect for our needs, very responsive, and doing a fantastic job."

Frank Fiorenza, PE, Deputy Director of Public Works-Engineering County of Imperial

E. Authorization

Isam Hasenin, Michael Vieira, and Y. Henry Huang are authorized to bind BVNA to the terms and conditions contained. Our proposal is valid, binding, and capable of acceptance by the City for ninety (90) days from the date of submittal (September 15, 2014).

F. Fee Schedule

Not required per Addendum 2 dated September 4, 2014.

G. Time Schedules

BVNA can meet the turnaround time schedules as identified by the City in the RFP and in the scope of work. These turnaround times are two weeks for initial review and all subsequent reviews. Our team can provide expedite plan review which can vary per project. Typical expedite turnaround times are seven days for the initial review and 5 days for subsequent reviews. These can be negotiated.

H. Transportation of Plans

BVNA can provide pickup of plans by BVNA staff or can arrange for regular courier pickups, at no additional cost to the City. Plans and documents will be picked up within 24 hours of notification from the City.

I. List of Submittals

Submittals are attached as Appendix B.



Appendix A



Y. Henry Huang, P.E., C.B.O., M.S.C.E., Technical Director / Project Director

Education

M.S., Civil Engineering

B.S., Civil Engineering

Registrations/Certifications

Registered Professional Engineer:

CA, #37713

Registered Structural Engineer:

AZ, #18813

TX, #54296

ICC Certified:

Building Plans Examiner

Certified Building Official

Cal-EMA Certified Safety Assessment
Program Trainer (SAP)

Professional Affiliations

International Code Council (ICC)

ICC Structural Technical Committee

Member 2003 and 2006

California Building Officials (CALBO)

Seismic Safety Committee Member

2003, 2004, 2008, and 2009

Chair of the Seismic Safety

Committee 2004

Emergency Preparedness Committee

Member - 2008-2010

Chair of the Emergency Preparedness

Committee - 2010

ICBO Structural Review Committee

Member 1998-1999

American Society of Civil Engineers
(ASCE)

ASCE 7 Minimum Design Loads
for Buildings and Other Structures -
Seismic Provisions Task Committee

Henry has over 30 years of experience providing structural engineering and building safety services. He is an active member in many code groups including the International Code Council, CALBO, and local chapters of the ICC in Southern California. He thoroughly understands the code and the intent of the code. His knowledge enables him to interpret the meaning of the code to not only ensure the safety of the structures, but to also help keep projects on track and not be delayed. Henry has extensive experience managing and overseeing staff who all perform many different functions. He has the ability and past experience to manage projects efficiently, keeping projects on track time-wise and budget-wise.

Select Project Experience

Technical Director

Bureau Veritas North America, Inc.

Responsible for overseeing construction code compliance operations in the Southern California and Las Vegas, NV regions. Manages engineering plan review and construction inspection, building plan review and inspection, and fire plan review and inspection projects and staff located throughout Southern California. Clients include Los Angeles County, Orange County Public Works, Orange County Fire Authority, and others. Some specific projects include:

City of Irvine

Project manager for the City of Irvine plan review services agreement. Oversees the recently awarded 20 story office building structural and curtain wall system review. This project includes approximately 450,000 square feet of commercial office space.

City of Corona

Project manager for the City of Corona plan review services agreement. Provides a high level of communication between BVNA and the City to ensure client needs are being met appropriately. Oversees the review of the Main Street Metro Urban Development project. This project includes 464 new one and two bedroom apartments, 77,000 square feet of retail and restaurant space, 683 - 1,280 square foot homes, two pools and spas, a dog park, and a sky deck with barbecue and bar area.

City of Agoura Hills

Project director for the City of Agoura Hills plan review and inspection services agreement. Provides a high level of communication and coordination between BVNA and the City to ensure that needs are being met appropriately.



Bill Bixby, P.E., Project Manager

Education

M.S., Civil Engineering

Registrations/Certifications

Registered Professional Engineer:
CA, #48819

Professional Affiliations

American Public Works Association
(APWA)

Total Years of Experience

30+

Over the past 30 years, Bill has provided plan check services to over 20 public agencies for plans ranging in size from small single family residence grading plans to large infrastructure facilities generated by master planned communities. He has reviewed hydrology studies, hydraulic calculations, storm drain improvements, street improvements, and grading plans to verify that plans conform with agency ordinances, standards, and conditions of approval and meet safety, constructability, and maintainability requirements. In implementing plan check services, Bill often creates and implements custom plan review checklists and processes to easily identify whether projects conform to applicable standards. Bill is knowledgeable in the use of various hydrology and hydraulic computer programs, including advanced engineering software's hydrology program, Los Angeles County's WSPG program, HEC-1, HEC-RAS, Civil-CAD, Civil-D, and various hydrograph routing programs.

Select Project Experience

Plan Check Review

Cities of Lake Elsinore, Murrieta, Indio, Palm Springs, Indian Wells, Canyon Lake, La Quinta, Carlsbad, Oceanside, Poway, Pomona, Brentwood, Campbell, South Gate, Costa Mesa and Yorba Linda, CA

Performed plan checks for on-site commercial development, street improvements, storm drain facilities, single-family residence grading plans, and infrastructure redevelopment projects as well as the accompanying hydrology and hydraulic reports for conformance to Riverside County Flood Control and Water Conservation District requirements. For the City of Murrieta, reviewed environmental documents and reports related to grading, erosion control, and improvements within 250 acre Copper Canyon, Greer Ranch, Murrieta Oaks, and Murrieta Highlands Specific Plans, all of which included multiple detention facilities.

Engineering Plan Review

Cities of Indio, Palm Springs, Indian Wells, Canyon Lake, La Quinta, Carlsbad, Oceanside, Poway, Costa Mesa, Yorba Linda, Pomona, Brentwood, Campbell, and South Gate, CA.

Performs diverse plan checks for on-site commercial development, street improvements, storm drain facilities as well as the hydrology and hydraulic reports according to applicable County requirements, single-family residence grading plans, and redevelopment projects.

Engineering Plan Review

Riverside County Flood Control and Water Conservation District, CA

Reviewed various hydrology rational methods and unit hydrograph method, hydraulic calculations, and storm drain facilities. Facilities have included closed conduit and open channel, both soft bottom and fully armored. Provides training to all in-house plan checkers in RCFC&WCD standards, checklists, and processes.



Monte Bowers, P.E., Civil Plan Review Engineer

Education

B.S., Civil Engineering

Registrations/Certifications

Registered Professional Engineer:

CA, #26493

Total Years of Experience

35+

Monte has more than 35 years of civil engineering experience, including plan check, design, and project management related to street and highway projects, mass and site grading, drainage, utilities, and right-of-way documents for municipal agencies. He has performed all aspects of the plan check process, including coordinating between developers and client cities, attending meetings with client staff, tracking the plan check process, and coordinating a team of plan check professionals while serving as the ultimate point of contact for his municipal clients.

Select Project Experience

Sunrise Powerlink

San Diego Gas & Electric

Quality Assurance/Quality Control reviewer responsible for technical review and coordination of plans for the SDG&E Sunrise Powerlink project to increase power supply and options for the San Diego area. Reviews access road and maintenance pad grading and drainage plans for each transmission tower and the coordination and compliance with SDG&E's requirements and design standards. Review also included EIR/EIS compliance, right of way restrictions and erosion control coordination. Also tracks the status of all plans from initial to final stage including construction changes.

Plan Review

Riverside County Transportation Department

Plan reviewer providing reviews for subdivision improvements and commercial/ industrial site plans. Reviews included coordination of plans with other County departments, engineers of work, and developers and meeting with them early in the process to ensure timely reviews. Also has reviewed storm drain plans in the Coachella Valley. Responsibilities included; ensuring that all plan review comments are were in compliance with County standards and conditions of approval, reviewing capital improvement projects, on-site paving and grading plans, public improvement plans and easements for County maintained improvements, and tracking the status of all plans from initial to final review.

City of Lake Elsinore

Plan Reviewer responsible for performing diverse plan checks for on-site commercial development; street improvements; single-family residences; redevelopment projects; and maps for large, low- and mid-density subdivisions. Providing public works plan review for the 12-phase, 500+ acre, 1,600 home Alberhill Ranch master planned hillside development, where we separated CFD-funded reviews from in-tract reviews; advised the developer on County drainage standards prior to starting design to facilitate plan conformance and approvals; and reviewed that the regional detention basin design supported both current conditions and the future development's expansion.



John Che, P.E., Q.S.D./Q.S.P., Civil Plan Review Engineer

Education

B.S., Civil Engineering

Registrations/Certifications

Registered Professional Engineer:

CA, #51393

CASQA Certified:

QSD and QSP #24550

Total Years of Experience

21+

John has over 21 years of experience in the field of civil and construction management. He is experienced in hydrology/hydraulic studies and permit submittals, grading, drainage design, specifications and estimates, retaining wall design, street improvement designs, EIR and EIS document preparation, traffic design, construction management, and other related work including right-of-way acquisition, construction staging, demolition plans and various public work design. John is responsible for supporting the Municipal Permit Compliance Program for various public agencies and has an in-depth understanding of working with city staff and public works field staff in developing programs to comply with the Municipal Permit reporting requirements. He is skilled in the use of a multitude of hydrology/hydraulics programs including Microstation StormCAD, TR-55, HEC-RAS, WSPG, AES, and HydroFlow.

Select Project Experience

Civil Plan Review Engineer

10th Street Gap Widening

City of Lancaster

Responsible for preparing final PS&E and hydrology and hydraulic report of the .9 mile stretch roadway improvement project for City of Lancaster. Prepared H&H report and drainage layout design. Project experience includes the 10th Street Design Services.

Bear Valley Parkway

County of San Diego

Responsible for preparing final PS&E and hydrology and hydraulic report of the three mile stretch roadway improvement project for county of San Diego. Prepared H&H report and drainage layout design.

Photovoltaic Plan Review

City of Corona

Plan check review of both residential and commercial photovoltaic plan submittals for City of Corona. Verified that plans and attachments were in code compliance per California Electrical and California Building Code. Reviewed structural and electrical calculations; verified component models and specifications; determined that design complied with regulations and ordinances specified by guidelines of the City and the fire department.



Steven W. Beswick, P.E., Civil Plan Review Engineer

Education

B.S., Civil Engineering

Steven has more than 26 years experience in Southern California in public and private sectors of civil engineering, with 17 of those years with the City of Temecula and nine years with private civil and structural engineering design firms in San Diego, Orange, and Ventura Counties.

Registrations/Certifications

Registered Professional Engineer:
CA, #41786

Select Project Experience

Caltrans Resident Engineer in
Training

Plan Review Engineer

Bureau Veritas North America, Inc.

2013 - Present

Reviews street, grading, storm drain, utility, water quality management, and other plans and documents for public works projects. Some specific projects include:

Professional Affiliations

Caltrans

Total Years of Experience

26+

City of Irvine

Provides in-house grading plan review for street, storm drain, grading, park, and redevelopment projects. Coordinates with other City departments to expedite plan reviews.

City of Lake Elsinore

- Terracina
- Summerly Tract
- Outlet Center Site Improvement
- Meadow Ridge
- Thermal Electronics Expansion

City of National City

Provided construction inspection of pedestrian crossing locations.

Associate Engineer

City of Temecula, CA

Reviewed street, grading, storm drain, and utility plans for public works projects. Prepared/reviewed maps, deeds, and legal descriptions for land acquisition and easements. Participated and developed project requirements and task lists. Prepared requests for proposal for professional services, reviewed responses and assisted in consultant selection process. Prepared professional services contracts and corresponding scopes of work. Prepared/reviewed preliminary estimates of project costs and assist with identifying funding sources. Reviewed WQMP and SWPPP documents for conformance with the state and regional water boards. Ensured timely processing of CEQA and NEPA environmental clearances and resource agency permits. Assisted in the inspection of capital improvement projects. Construction management included: public bidding, contract administration, pre-construction conferences, negotiate contract change orders, processing of contractor invoices, and project acceptance.



Mohammad Lahooti, P.E., Q.S.D./Q.S.P., M.S. Civil Plan Review Engineer

Education

M.S., Systems Management and Engineering
B.S., Civil Engineering

Mohammed (Moe) has over 30 years of experience in civil engineering and construction management. He has 25 years of private and public work, infrastructure construction including site demolition, rough grading, precise grading, concrete structures, retaining walls, storm drain construction, rehabilitation of existing facilities, installation of water services, sewer construction, etc. Moe has specialized experience in maintaining project control, working as a client liaison, and coordinating with the City of Los Angeles, Bureau of Contracting Administration and Bureau of Engineering to obtain required permits including "A" permits, "B" permits, utility permits, revocable permits, and excavation permits.

Registrations/Certifications

Registered Professional Engineer:
California

Certification of Training California
Construction General Permit

Moe has acted as construction manager for large industrial projects covering civil, mechanical, and electrical engineering disciplines, project design, engineering management for the preparation of residential and commercial projects, and plan check services. His in-depth knowledge of the approval process and construction requirements allow him to effectively communicate with Cities, Counties, State, and Federal agencies.

Qualified SWPPP Developer (Q.S.D.)
#21061

Qualified SWPPP Practitioner (Q.S.P.)
#21061

Included in this 30+ years, Moe has more than 6 years of plan review experience in various municipalities in Southern California. He has reviewed numerous on-site and off-site large scale plans for residential and commercial improvement projects.

Total Years of Experience
30+

Select Project Experience

Project Coordinator / Consultant Engineering Management Group 1996 - Present

Responsible for processing construction permits for large multifaceted projects. Some of the duties included processing with all agencies in the City and County of Los Angeles, Culver City, City of Inglewood, City of Santa Monica, and Caltrans. Permits were processed for over 15 miles of new streets, sewers, storm drains, and reclaimed water along with permits for over 10 miles of street widening, 100 signalization plans, striping plans, street plans, lighting plans, grading, and building plans. Additional duties included processing of multiple sub-permits through utility agencies such as the Department of Water and Power, Southern California Edison, FAA, and others. Provided design and preparation of street lighting plan, striping plan, traffic signal, and traffic control plan for various residential and commercial projects.



Michael Middleton, P.E., Civil Plan Review Engineer

Education

B.S., Civil Engineering

Michael has over 25 years of professional engineering experience. He has technical expertise in commercial and residential land development, municipal capital improvement projects, municipal review and staff services, and marine engineering and waterfront development.

Registrations/Certifications

Registered Professional Engineer:

CA, #29485

WA, #21342

HI, #7194

Select Project Experience

Building Permit / Improvement Plan Review Services

Provides civil review services for both public works and building permits for jurisdictions throughout California. Services included review for conformance to the California building code, NPDES permit / Clean Water Act requirements, and local requirements and standards.

Professional Affiliations

American Public Works Association
(APWA)

City Surveyor / Map Review Services

California Land Surveyor's
Association

Reviews subdivision maps for conformance with the California Subdivision Map Act, Land Surveyor's Act, and local ordinances throughout California. Presently serves as City surveyor for the Cities of Menlo Park, East Palo Alto, Soledad, and Fairfield.

Total Years of Experience

25+

Building Review

City of Menlo Park

Provides civil building permit review for compliance with California building code, the City's Water Efficient Landscape Ordinance, and NPDES clean water requirements. Both residential and commercial projects are reviewed, including the 57 acre, 1 million square foot Facebook East Campus, and the new 22 acre Facebook West Campus with a 500,000 square foot office building featuring underground parking and a green roof. Also, improvements to Facebook East Campus parking.

Projects include:

- Live Oak Avenue parcel map
- North Lemon Avenue parcel map
- Willow Road - grading plans and landscape plans
- Middlefield Road - grading plans and landscape plans
- 4085 Campbell Avenue - grading, drainage, and landscape plans
- El Camino Real

Development Review

City of Soledad

Serving as city engineer, provides development process and review services. Presently processing 238 acres for the Miravale development project which includes 862 single family and 68 multi-family units. The project requires close coordination with LAFCO for necessary annexations, and the Monterey County Water Resources Agency for related drainage issues. An EIR mitigation measure compliance matrix is currently being prepared in advance of the recording the next unit in the development.



Jee Choy, P.E., Civil Plan Review Engineer

Education

M.S., Civil Engineering

B.S., Civil Engineering

Registrations/Certifications

Registered Professional Engineer:

CA, #46287

Total Years of Experience

30+

Jee has over 30 years of experience providing civil engineering services for jurisdictions and private consultants in California. He is skilled and knowledgeable in requirements for capital improvement projects, utility projects, roadways, grading, etc. Jee brings a depth of knowledge of not only engineering review, but also construction inspection and construction management projects.

Select Project Experience

Civil Plan Review Engineer

Bureau Veritas North America, Inc.

2013 - Present

Provides civil engineering review, construction inspection, and construction management services for jurisdictions. Projects include:

City of Soledad

Miravale II Unit II Construction Inspection Services

City of Roseville

Westbrook Phase I Civil Engineering Review

Pleasant Grove Improvements Civil Engineering Review

Fort Lewis/McChord Housing Plan Type 5 Civil Engineering Review

Senior Civil Engineer

City of Rocklin

2005 - 2011

Duties included construction inspection of residential subdivisions, industrial commercial developments and capital improvement projects. Managed and directed workload of two construction inspectors. Responsible for acceptance of nearly all roadway and drainage improvements in the City, ascertaining compliance with City standards, clarifying construction documents, resolving conflicts with utilities, negotiating with contractors and monitoring field instructions and change orders on capital improvement projects. Other responsibilities included reviewing, organizing and managing construction inspection reports, test reports and record drawings. Completed plan review and approval of site, roadway and drainage improvement plans, drainage calculations, flood plain hydrologic and hydraulic modeling, and construction cost estimates for residential subdivisions, commercial, institutional, medical, and industrial facilities. Prepared reports and engineering documents. Responded to citizen complaints. Resolved utilities, drainage and grading issues. Assisted code enforcement with code violations, preparing division budgets, and filling in as Acting City Engineer at Planning Commission and City Council Meetings.



Craig Hamner, P.E., Civil Plan Review Engineer

Education

B.S., Civil Engineering

Registrations/Certifications

Registered Professional Engineer:

CA, #28745

Professional Affiliations

American Society of Civil Engineers
(ASCE)

American Public Works Association
(APWA)

The United States Army Engineer
Regiment

Total Years of Experience

30+

Craig has over 30 years of experience as a civil engineer working for jurisdictions as well as private consultants. He has extensive knowledge and experience providing civil engineering services for projects of all sizes and complexities. His confidence and knowledge enables him to work well with customers and clients to ensure safety and compliance with all applicable codes.

Select Project Experience

Plan Review Engineer

Bureau Veritas North America, Inc.

2013 - Present

Performs in house public works plan review services for the City of Roseville.

Vice President

Roseville Design Group

2010 - 2013

Performed duties as a licensed civil engineer for the company to include but not limited to design of small bridge structures, roofing structures, hydrology, hydraulics, site design and plan reviews for the City of Roseville. Prepared and filed parcel/subdivision maps and Records of Survey along with Lot Mergers.

Senior Civil Engineer

Private Sector

2004 - 2008

Performed engineering design focused on water supply and storm water hydrology and public infrastructure. Provided staff augmentation services for local jurisdictions.

Associate Civil Engineer/City Surveyor

City of Folsom

1990 - 2004

Involved in the discretionary portion for numerous development projects. During the design phase, reviewed and approved plans for residential and commercial projects. Reviewed and approved final maps, parcel maps and other survey documents. Prepared subdivision agreements and staff reports to the City Council. Had extensive experience in the permitting process associated with federal state and municipal projects. Acted as project manager on numerous capital improvement projects.



Scott E. Harvey P.E., Civil Plan Review Engineer

Education

B.S., Civil Engineering
A.A., Engineering

Scott has over 37 years of experience in Southern California in public and private sector engineering with 16 of those years with the City of Temecula and 21 years between other City's and private civil engineering design firms in the local area.

Registrations/Certifications

Registered Civil Engineer:
CA, #45771

Select Project Experience

Total Years of Experience

37+

Owner/Civil Engineer

Harvey Engineering

2004 - 2014

Provided all types of civil engineering services for developers. Engineered AutoCAD designs included rough and precise grading, erosion control, street, storm drain, traffic signal, signing and striping, plans, tentative and final maps for single multi-family residences and commercial developments. Consultant to the De Luz community services district as their civil engineer.

City Traffic Engineer/Associate Engineer

City of Temecula

1991 - 2007

Conducted public Traffic & Transportation Commission meetings and wrote both city council and Traffic & Transportation Commission agenda reports. Designed and plan checked traffic signal and signing & striping plans. Administered the design and construction for freeway, ramp, new paved street, street widening, median island, irrigation, landscaping, sidewalk, concrete repairs, storm drain, bike and multi-purpose trails, street rehabilitation, street lighting, traffic signal, pre-emption, signing and striping, access ramp, barrier rail, new and remodeled buildings, and park projects. Expeditiously designed and administered the construction of a "low-flow" road in Murrieta Creek. Coordinated with other public agencies, such as FHWA, Caltrans, Flood Control Districts, Health Department, MWD, Water and Sewer Districts, A.C.O.E., California Regional Water Quality Control Board and Fish and Game. Successfully obtained 1601 permits, 404 nationwide permits, and 401 certifications/waivers. Achieved approvals for the French Valley Parkway project study report and project report. Complied with NPDES and WQMD requirements. Procured funding from assessment districts, Federal, State, and County agencies.

Project Engineer

R.B.F. & Associates

1988 - 1991

Managed three commercial sites and two residential subdivisions. Led in the design of rough and precise grading, street, storm drain, sewer, and water plans. Wrote hydrology and hydraulics reports. Provided schedule H development plan checking for the County of Riverside Transportation Department.



Wendy Haggard, P.E., Plan Review Engineer

Education

M.S., Civil Engineering
B.S., Civil and Environmental
Engineering

Wendy has over 10 years of experience in the engineering field. She is knowledgeable in the areas of infrastructure development, sewer design, and roadway design.

Registrations/Certifications

Registered Professional Engineer:
CA, #66422

Total Years of Experience

10+

Select Project Experience

Plan Review Engineer

Bureau Veritas North America, Inc.

2014 - Present

Provides plan review services for projects such as residential, commercial, industrial, infrastructure, development, grading, etc.

Civil Engineer

Private Sector

2001 - 2010

Provided staff augmentation for the City of Manteca. Duties included acting as project manager for the South Union / Atherton projects. Worked with a design firm and the City to complete the design of a roadway extension and widening project. Coordinated the bidding process, construction, supervised the inspectors, and processed all of the day-to-day activities. Assisted with the right-of-way process and led coordinated with PG&E, Verizon, and Caltrans.

Fire Station Development

Worked with an architectural firm and the City's fire department to design two fire stations; one a remodel of an existing office building involving seismic upgrades and the other is a brand new building. Coordinated with the departments within the City, the architect firm, as well as their sub consultants, and an electrical third party.

County of Sacramento's Sacramento Area Sewer District (SASD) [formerly known as County Sanitation District 1 (CSD-1)], Sacramento, California

Reviewed upcoming developments and determined how to provide service consistent with the SASD master plan. Reviewed all sewer studies for upcoming development. Attended coordination meetings with other agencies. Edited a procedures manual for SASD Development Services Section designed to aid in the transfer of personnel.

Plan Review

Reviewed plans of subdivisions and commercial projects for compliance with local standards. Worked with various agencies, mostly in the Northern California region.



Michael Foreman, P.L.S., Plan Review and Senior Surveyor

Registrations/Certifications

Registered Professional Land
Surveyor:

Arizona P.L.S. 32225

California P.L.S. 5778

Nevada P.L.S. 11430

Michael is responsible for all field surveys, mapping, map checking, and right-of-way engineering projects. He has been involved with a variety of survey projects including control surveys using GPS and conventional methods, boundary resurround and establishment, construction, topographic, geological monitoring, and A.L.T.A. surveys. He has served as Acting City Surveyor for several cities, including Baldwin Park, Poway, Rancho Santa Margarita, and Yorba Linda, Lake Elsinore, and Murrieta.

Registered Nevada State Water Right
Surveyor No. 1041

Select Project Experience

Professional Affiliations

California Land Surveyor's
Association

Board of Registration for
Professional Engineers and
Land Surveyors - Expert
Examiner for the

Annual Land Surveyors
Professional Licensing
Examination

Total Years of Experience

24+

Surveyor

Bureau veritas North America, Inc.

1990 - Present

Provides plan review and surveying services for jurisdictions throughout California. Some specific projects include:

Map Reviewer and Acting City Surveyor

Cities of Murrieta and Lake Elsinore

Reviewed parcel maps, tract maps, lot line adjustments, parcel mergers, vacations, certificates of compliance, certificates of correction, easement dedications for compliance with conditions of approval, tentative maps, and subdivision map act. Reviews included the review of title reports, boundary conditions and closure calculations. For the City of Murrieta, prepared dedicating documents. As acting city surveyor, signed maps prior to being presented to City Council.

Runway Rehabilitation

Department of the Navy, CA

As a part of the design team for an on-going contract with the Department of the Navy, our survey crews established horizontal and vertical control networks for aerial photogrammetric mapping, supplemental design surveying, and boundary line determination at several Naval Air Stations throughout the States of California and Nevada. The projects not only required aerial mapping for basesheet purposes, but also detail cross section surveys along the entire length of the runways/taxiways for final engineering design. The surveys were conducted and were closely coordinated with Air Station Operations, observing the necessary safety precautions and communication requirements with the control tower.

The following are a listing of those Air Stations which required our services:

- Miramar Naval Air Station, San Diego, CA.
- North Island Naval Air Station, San Diego, CA.
- Point Mugu Naval Air Station, Ventura, CA
- Marine Corps Air Station, Camp Pendleton, CA.
- El Centro Naval Air Station, El Centro, CA.



Jeffrey Hendrix, Civil Plans Examiner and Construction Inspector

Education

B.S., Natural Resource Planning and Interpretation

Jeff has over 17 years of experience and knowledge of construction management, public works construction inspection, and design of municipal construction. He is an effective communicator and a proactive problem solver and can work with others easily.

Registrations/Certifications

Certified:

California DHS Water Distribution Operator I

California DHS Water Distribution Operator II

Select Project Experience

Civil Plans Examiner and Construction Inspector

Bureau Veritas North America, Inc.

2013 - Present

Provides public works construction inspection and plan review for the City of Roseville. Projects include master planned developments and infrastructure projects. Specific projects include:

- *Diamond Creek*
- *Westpark Village Center*
- *Pearl Creek Apartments*
- *Lifetime Fitness*
- *WRSP Village*
- *Meadowview Park*
- *Keller Light Industrial*
- *WSRP Phase 4 - mass grading*
- *Roseville Point Wellness*
- *SR East Phase 4*
- *Stone Point grading plan*
- *Del Webb, Hayden Parkway*
- *Stone Ridge Villages*
- *Fedex Ground distribution*
- *Oil Stop landscape*
- *Paseo Del Norte Imp.*
- *Harry Crabb Park Phase 2*

Total Years of Experience

17+

Public Works Water Technician

City of Lincoln, CA

2008 - 2010

Experienced with all aspects of water distribution systems, including sources of production and treatment, flow and capacity computations, data recording, system repair and maintenance, and safety. Developed a comprehensive, cost saving process, directed at tracking the repair, replacement and warranty credit for an aging Sensus Automatic Meter Reading (AMR) system, throughout the City of Lincoln, CA. Responded to public inquiries surrounding water line repair, billing, pressure testing, and suggestion of efficiency measures.



Pamela Schur, Administrative Support / Permit Technician

Total Years of Experience

24+

Pamela (Pam) has over 24 years of experience working on both the operational side and customer side of business services. She has extensive experience working with customers to ensure their needs are met successfully.

Select Project Experience

Administrative Support / Permit Technician

Bureau Veritas North America, Inc.

2013 - Present

Provides contract administration, coordinates project reviews for clients in the Southern California region, assists with project billing, etc.

Permit Technician

Private Sector, Public Works for City of Eastvale, CA

2010 – 2011

Reported to the Building Official and Public Works Engineer. Welcomed public to their new City Hall. Service included in-person and telephone communication from citizens, advertisers, developers, and contractors. Assist City Manager with all phases of day to day operations. Ordered office supplies; set up voice mails and after hour greetings; retrieved and responded to voice messages. Worked with IT staff on computers, networks and telephone system. Recorded and maintained service requests received from citizens. Issued building permits and collected permit and plan check fees, assigned permit numbers and provided receipts, and maintained permit and plan check files. Handled building inspection requests. Assisted inspectors with project numbers for web based time keeper/billing system to client city. Created and maintained Excel spreadsheets for daily accounting of all fees collected by City recording the types, categories and supplemental fee (i.e. SMIP) until City could install a new building permit system. Provided accounting reports and permit activity reports. Accepted building plans for plan check. Follow up on plan turnaround times per contractual agreement with City. Tracked and routed building plan reviews. Prepared Certificate of Occupancy for Building Official. Notified Edison Electric and Gas Company of approval to release services. Provided scanned copies of all new building permits to Jurupa Community Services District for water, sewer and street lights. Transmit reports to Jurupa USD for school fees. Copies of building permits and plans provided to County Tax Assessor's office.



Appendix B



RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Sacramento) SS

(NAME) Michael Vieira, affiant being first duly sworn, deposes and says:

That he or she is Operations Manager, CC West of Bureau Veritas North America, Inc. the party making the foregoing Proposal (Contractor)

that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

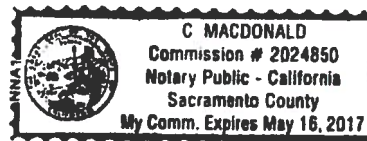
Proposer's Name: Bureau Veritas North America, Inc. (print)
Proposer's Address: 1665 Scenic Avenue, Suite 200, Costa Mesa, CA 92626 (print)

Telephone No.: 714.431.4100

Signature of Proposer: [Handwritten Signature] (Title) OPERATIONS MANAGER

All signatures must be notarized.

Attach Notary here.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

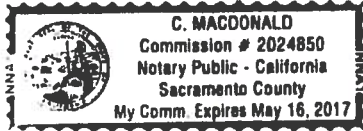
State of California

County of Sacramento

On 9/11/14 before me, C. Macdonald, Notary

personally appeared Michael Vieira

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer - Title(s):

Individual

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Individual

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

I am the Operations Manager - CC West and the duly authorized
(Title)

Representative of the firm of: Bureau Veritas North America, Inc.
(Name of Corporation)

Whose address is: 1665 Scenic Avenue, Suite 200, Costa Mesa, CA 92626

_____ And that

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, and of its officers, directors, or partners, or any of its employees directory involved in obtaining Contracts with the City have been convicted of, or have plead *nolo contendere* to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State of the Federal government (conduct prior to July 1, 1977 is not required to be reported).

State "none" or, as appropriate, list any conviction, plea or admission described in paragraph two above, with the data, court, official, or administrative body; the individuals involved and their position with the firm, and sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the City to make a determination. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the City may terminate ant Contract awarded and may take any other action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature: *Michael C. Vieira* Date: 9.11.2014
Printed Name MICHAEL C. VIEIRA Title: OPERATIONS MANAGER
Name of firm: BUREAU VERITAS



RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

VENDOR INFORMATION

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: Bureau Veritas North America, Inc.

Owner / Manager Name: Y. Henry Huang, Technical Director

PO Mailing Address: 1665 Scenic Avenue, Suite 200

City: Costa Mesa State CA Zip 92626

Remit to Address (if different from PO mailing address)

City: Same as above State _____ Zip _____

Web Site: www.us.bureauveritas.com

Phone Number: 714.431.4100

Fax Number: 714.825.0685

E-mail Address: yhenry.huang@us.bureauveritas.com

Incorporated? (mark one) Yes or No

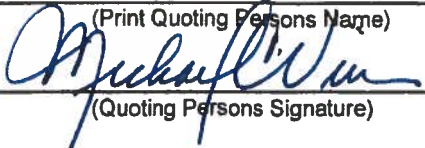
Fed. Tax I.D. # or Social # 06-1689244

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? _____

How many years of relevant experience within the scope of this RFP? 35+

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal # VAG-11/12-04 have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

Michael Vieira, Operations Manager CC West

<u>(Print Quoting Persons Name)</u>	<u>(Title)</u>
<u></u>	<u>9.11. 2014</u>
<u>(Quoting Persons Signature)</u>	<u>(Date)</u>



RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years - Public or Governmental Agencies preferred. (Type or Print)

1. Name of Public Agency: City of Lake Elsinore

Address: 130 South Main Street

City: Lake Elsinore State: CA Zip: 92530

Contact: Ken Seumalo (relocated to Indian Wells) Title: City Engineer

Telephone: (760) 340-0332 ext.254 Email: kseumalo@indianwells.com

Service Dates: 1992 - Present

Brief Summary of Project/Work provided: Engineering plan check, map check, onsite staff augmentation, etc.

2. Name of Public Agency: City of Murrieta

Address: 1 Town Square

City: Murrieta State: CA Zip: 92562

Contact: Bob Moehling Title: Engineering Manager

Telephone: (951) 461-6036 Email: bmoehling@murrieta.org

Service Dates: 1991 - Present

Brief Summary of Project/Work provided: Development review, map review, architectural building, fire plan review, NPDES consulting, improvement plan review, infrastructure review, grading review, etc.

RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

3. Name of Public Agency: County of Imperial

Address: 155 South 11th Street

City: El Centro State: CA Zip: 92243

Contact: Manuel Ortiz Title: Assistant County Engineer

Telephone: (760) 482-4462 Email: manuelortiz@co.imperial.ca.us

Service Dates: 2005 - Present

Brief Summary of Project/Work provided: Improvement plan review, grading review, erosion control review, hydrology and hydraulic reports review, water quality report review, cost estimate review, review of other reports, calculations and documents.



City of Moreno Valley

RFP # VAG 14/15-03 for Engineering Plan Check Consulting Services

September 15, 2014


RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

Insert fee proposal here and include this signature page.

Per Addendum 2 - this form is not required.

Company Name: Bureau Veritas North America, Inc.
(print)

Authorized Signer: Michael Vieira, Operations Manager
(print)

Signature:  Date: 9.11.2014



RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

Addendum No.: 1 Dated September 3, 2014

Addendum No.: 2 Dated September 4, 2014

Addendum No.: Dated

Addendum No.: Dated

Addendum No.: Dated

Company Name: Bureau Veritas North America, Inc.

Address: 1665 Scenic Avenue, Suite 200, Costa Mesa, CA 92626

Telephone No.: 714.431.4100

Email Address: yhenry.huang@us.bureauveritas.com / michael.vieira@us.bureauveritas.com

By: Michael Vieira, Operations Manager CC West (print)

Signature: [Handwritten Signature] Date: 9.11.2014



Appendix C





June 12, 2013

Subject: Letter of Reference for Bureau Veritas

Dear Sir,

Bureau Veritas has been providing plan check and engineering services on a contractual basis to the City of Lake Elsinore, Engineering Division for over 12 year.

As a matter of course, the engineering division follows a set fee schedule for plan check services and offers a plan review timing of three (3) weeks for the first check and a turnaround timing of two (2) weeks for subsequent plan checks. Regardless of the highs and lows of the development cycle, Bureau Veritas consistently provided services that met the plan check timing requirement. In addition to the timely plan check turnaround, Bureau Veritas has been able to maintain a fee that is among the most competitive of the firms retained by the City.

William Bixby has been the primary point of contact throughout the City's contract with Bureau Veritas and it is our experience that Mr. Bixby and his team are knowledgeable, thorough and understand their role in protecting the City's interests. Mr. Bixby and his staff are readily available to answer questions or attend meetings to resolve development issues.

One of the customer service features City staff finds most helpful is their online plan check tracking system. This program allows City staff to review plan check status at any time which makes it helpful to serve the developing public.

I would be happy to answer any questions you may have. Please contact me via telephone (951/674-3124-x244) or e-mail at kseumalo@lake-elsinore.org.

Sincerely,

Ken Seumalo, P.E.
Director of Public Works
City Engineer

951.674.3124
130 S. MAIN STREET
LAKE ELSINORE, CA 92530
WWW.LAKE-ELSINORE.ORG





CITY OF MURRIETA

June 10, 2013

To Whom It May Concern,

The City of Murrieta is pleased to utilize the services of Bureau Veritas for the purposes of providing plan check and processing services in the Engineering and Public Works Departments. I am currently using Bureau Veritas to plan check grading plans, improvement plans, final and parcel maps, dedications, easements, vacations, quitclaims, lot line adjustments and parcel mergers.

The Bureau Veritas personnel assigned to our plan check and processing team all exhibit a very professional and efficient demeanor throughout the entire process. Whether meeting with City staff or private development engineers, their staff is very proficient in providing formative responses to client's inquiries.

The City is pleased with the efficiency of the Bureau Veritas staff and the ability to meet or beat the time schedules promised to our clients. The work produced is provided with the highest level of quality, which is due to the experience and the accountability of the staff assigned to our plan check team.

The Bureau Veritas team produces a quality work product that is customized to the public sector government client.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bob Moehling'.

Bob Moehling
City Engineer
City of Murrieta
BMoehling@murrieta.org
1 Town Square
Murrieta, CA 92562
951-461-6036

1 Town Square • Murrieta, California 92562
phone: 951.304.CITY (2489) • fax: 951.698.4509 • web: murrieta.org





Public Works Department

May 28, 2013

To Whom It May Concern:

Bureau Veritas has been providing Plan Review services to the City of Menlo Park since 2006. We utilize their staff to review Grading and Drainage plans, Public and Private Street Improvement plans, Landscape plans, as well as Parcel and Tract Maps. We are very satisfied with their work.

Should you have any questions, please contact me at (650) 330-6740 or at rkstorz@menlopark.org.

Sincerely,

Roger Storz
Senior Civil Engineer

701 Laurel Street - Menlo Park, CA 94025
Phone: (650) 330-6740 - Fax: (650) 327-5497



EXHIBIT C

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall equal to 65% of City plan review fees for those plans and documents reviewed in the scope of services other than final maps and 75% of City plan review fees for final maps reviewed in accordance with the City's Schedule of Fees, Charges, and Rates as updated annually.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Public Works Department/Land Development Division at zarat@moval.org or calls directed to (951) 413-3139.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT D

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

**AGREEMENT FOR PROFESSIONAL
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This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **RBF Consulting, a Michael Baker International Company**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL
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DESCRIPTION OF PROJECT

1. The Project is described as Engineering Plan Check Consultant Services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to compensation equal to 65% of City plan review fees for those plans and documents reviewed in the scope of services other than final maps and 75% of City plan review fees for final maps reviewed in accordance with the City's Schedule of Fees, Charges, and Rates as updated annually in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the plan review schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect through one year from the effective date, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be

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completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical

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disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive

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consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized

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in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the

**AGREEMENT FOR PROFESSIONAL
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original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Land Development Division red line comments and other deliverable items identified in the scope of work which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, red line comments, and letters, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the

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permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s)

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply

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therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

RBF Consulting, a Michael Baker International Company

BY: _____
City Manager

Date

BY: _____
Name: _____
TITLE: _____
(President or Vice President)

Date

BY: _____
Name: _____
TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head
_____ Date

EXHIBIT A



CITY OF MORENO VALLEY
REQUEST FOR PROPOSALS FOR
ENGINEERING PLAN CHECK
CONSULTANT SERVICES

R.F.P. # VAG 14/15-03

AUGUST 2014

DUE BEFORE
2:00 p.m. PST SEPTEMBER 15, 2014

TO:

CITY OF MORENO VALLEY
Attn: City Clerk
14177 Frederick St.
Moreno Valley, CA 92553

SECTION A

GENERAL INFORMATION

**NOTICE INVITING PROPOSALS FOR
ENGINEERING PLAN CHECK CONSULTANT SERVICES
R.F.P. # VAG 14/15-03**

1. **PUBLIC NOTICE IS HEREBY GIVEN THAT**

The City of Moreno Valley (hereinafter referred to as "City") is receiving sealed Proposals at the City Clerk's Office, 14177 Frederick Street., Moreno Valley, California 92553 **before 2:00 p.m. PST September 15, 2014.** Proposals will be opened and the names of submitting vendors only will be read aloud for the work generally described as follows:

ENGINEERING PLAN CHECK CONSULTANT SERVICES

2. **OBTAINING PROPOSAL DOCUMENTS**

Proposal Documents and Specifications may be obtained as follows:

A. Online

Vendors are expected to do all that is possible to download the RFP from the City website.

The Proposal Documents can be downloaded from the City of Moreno Valley's website at no cost

at: http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml

NOTE: All companies interested in submitting a Proposal, **must** notify Virginia Garcia of the Purchasing Division of the City of Moreno Valley of their intent to submit a proposal at purchasingdivision@moval.org. This step is crucial to interested proposers receiving any future addendum to the RFP. Responsibility therefore rests with each individual company wishing to submit a proposal.

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SECTION B

**SPECIFICATIONS
AND REQUIREMENTS**

REQUEST FOR PROPOSAL
R.F.P # VAG 14/15-03

I. Introduction

The City of Moreno Valley, Land Development Division, is seeking one or more highly qualified consultant(s) to provide ENGINEERING PLAN CHECK CONSULTANT SERVICES on an **as-needed basis**.

II. Clarification

For the purposes of clarification, the following terms are to be read to be one and the same:

- "Contractor", "Vendor", "Company", "Bidder", "Proposer", "Firm" and "Consultant".
- "Agreement" and "Contract".
- "Bid", "Quote" and "Proposal".
- "Request for Quote" and "R.F.Q".
- "Request for Proposal" and "R.F.P."

III. Criteria for Potential Bidders

- 1) Bidders are to provide a statement of qualifications for provision of engineering plan check consultant services.
- 2) The city operates a Time & Materials program for large projects, based on project valuation, approved by the city. Provide an hourly rate for those projects that receive approval for this program.
- 3) Provide cost for accelerated review of plans, with time frame.
- 4) Provide hourly cost for attendance at project meetings, including travel time.
- 5) All postage fees to be paid by Consultant are included in fee schedule for transportation of plans between City of Moreno Valley and Consultant. Consultant shall use overnight delivery service for next day pick up/delivery of projects between City and Consultant.
- 6) Bidder shall demonstrate qualifications to review engineering plans and provide documentation of any professional certifications/licenses/degrees.
- 7) Bidder shall provide documentation of current services provided to other governmental jurisdictions. This shall include a minimum of 3 letters of recommendation from governmental jurisdictions specifying the bidder's professional services provided.
- 8) Bidder shall indicate if any sub consultants or associates are proposed to be utilized in the provision of these services. All requirements of the Bidder shall apply equally to the sub consultants or associates. Assignment of any work to an associate or sub consultant shall be solely at the discretion of the City.
- 9) Successful bidder must provide a monthly detailed accounting of plans reviewed with invoice. See Exhibit D – Payment Terms.

III. Legal Responsibilities

All proposals must be submitted, filed, and executed in accordance with State and Federal laws relating to proposals and contracts of this nature whether the same are expressly referred to herein or not. Any person submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in scope of work and to full compliance therewith.

This request is not to be considered an offer of a contract to provide Engineering Plan Check Consultant Services. There is no guarantee, express or implied, that any professional organization responding to this request will be contracted to provide Engineering Plan Check Consultant Services.

The selected firm will be required to enter into the City's standard "Agreement," a sample of which is attached for your review.

IV. Agreement Term

The City operates on a fiscal year basis, running from July 1st through June 30th of the following calendar year. **It is the intent of the City to have a fully executed contract in place by November 10, 2014. The initial Agreement shall be in effect through June 30, 2015 and then renewed, per agreement by both parties, for the next fiscal year starting July 1st.** The agreement may be renewed at the expiration of its original term for up to four additional one-year terms. Renewal of the Agreement shall be accomplished through a written letter of understanding that is signed by both parties. The Agreement shall remain in full force and effect from the date of the fully executed Agreement to the expiration date unless terminated by either party as stated herein.

V. Funding Out Clause

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley. In the event that the City Council of the City of Moreno Valley does not grant necessary funding appropriation and/or program approval, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

VI. Conflict of Interest

- A. During the term of the Agreement, the Consultant shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict with, the proper discharge of the Consultant's duties under the Agreement.
- B. Only those Consultants who submit a proposal and provide ENGINEERING PLAN CHECK CONSULTANT SERVICES to government entities or agencies will be accepted.

VIII. Reservation of Rights

The City of Moreno Valley reserves the following options:

- A. The right to reject all partial price proposals.
- B. The right to reject any or all price proposals or make no award.
- C. The right to issue subsequent requests for price proposals.
- D. The right to make award to more than one vendor.
- E. The right to waive any informality or irregularity in a price proposal process and any price proposals.

IX. Proposal Requirements

Submit: One (1) original and three (3) copies clearly marked as such.

Each proposal must contain the following information to be considered complete. Only complete proposals will be evaluated. **Also** see List of Submittals (Letter I, pg. 8 below).

- A. Introduction: Proposals shall be typed and submitted on 8 1/2" x 11" paper, using a simple method of fastening. The proposal shall not include any unnecessary, elaborate or promotional material. Excessive lengthy narrative is discouraged; presentation shall be clear and concise. A maximum of twelve pages, excluding any resumes attached, is considered responsive. At a minimum the proposal must contain the following:

- 1) The methodology/approach proposed for the work as defined in the Scope of Work.
 - 2) The name of the proposing firm, including a full mailing address, e-mail, telephone and fax number.
 - 3) The name of the Project Manager, Associates, Plan Checkers, or staff that will be assigned to this work.
 - 4) Team Members applicable to this work. The areas of responsibility of each Team Member shall also be listed.
- B. Qualifications: The overall capabilities of the consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management and ability of persons assigned to perform the work. Possession of appropriate licenses and certificates.
- C. Personnel: This section must delineate the experience and/or background of the personnel and include an organizational chart.
- D. Reference: List three (3) former municipal/governmental agencies for which comparable services have been performed within the last five years. Include the organization name, mailing address, name and telephone number of the designated contact person and the email address if available.
- E. Authorization: This proposal shall be signed by an official authorized to bind the firm to the terms and conditions contained therein, and the proposal shall contain a statement that the same is valid, binding, and capable of acceptance by the City for ninety (90) days from the date of submittal.
- F. Fee Schedule: Fee Schedule shall be included which will be valid for at least one (1) year from the effective date of the contract. The schedule of fees to provide the services outlined above shall include (a) a statement that compensation shall not exceed the following percentage of the City's collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans), (b) plan review on an hourly basis for those projects designated by the City where fees are based on time and material, (c) expedited plan review, (d) other services provided as appropriate.
- G. Time Schedules: The City's Land Development Division requires a two-week turn-around time for initial plan review and all subsequent plan reviews. Include availability and turn-around time (including transportation of plans) for expedited plan review and the turn-around time for each subsequent expedited plan review (re-check).
- H. Transportation of Plans: Include the method of transportation of plans for the initial plan review between the City of Moreno Valley Land Development Division and the Consultant's office where the plan check service will be completed. Second and subsequent submittals as well as all plan review comments will be made directly to and from the Consultant's office. The City shall be copied on all plan check comment letters.
- I. List of Submittals: All of the following **must** be submitted. Failure to submit any portion of these documents could be cause for rejection of the submitted proposal.
Note: One (1) Original and three (3) complete copies are required, clearly marked as such. (See Section XIV below).
- 1) Non-Collusion Affidavit (page 16)
 - 2) Affidavit of Non-Conviction (page 17)

- 3) Vendor Information (page 18)
- 4) References (pages 19-20)
- 5) Proposal Fee Schedule (page 21)
- 6) Addenda Acknowledgement (page 22)
- 7) **All items listed above in this section (A through I)**

X. Withdrawal of Proposal

Any Proposal may be withdrawn prior to the time and date set forth in the Notice Inviting Proposals, provided that a written request executed by the Proposer or his or her duly authorized representative for the withdrawal of such Proposal is filed with the Purchasing Division of the City prior to such time and date. The withdrawal of a Proposal shall not in itself prejudice the right of a Proposer to file a new Proposal provided the new Proposal is received before the closing date and time. Contact Virginia Garcia at purchasingdivision@moval.org

No Proposal may be withdrawn or changed **after** the time noted for submission of Proposals, even if the reason is due to the Proposal being compiled from an incomplete set of RFP documents and/or specifications. The lowest Proposer may seek relief of the RFP by submitting a written request within five days after the opening of the RFP's. Whether or not to grant a request for withdrawal of an RFP is within the sole discretion of the City. Said written request shall certify all of the following:

- 1) A mistake was made.
- 2) Specifying in detail how the mistake occurred.
- 3) The mistake made the Proposal materially different than he or she intended it to be.
- 4) The mistake was made in filling out the RFP and not due to error in judgment or to carelessness in inspecting the scope of the work or in reading the specifications (PCC 5101, 5103).

XI. Proposal Questions and Instructions

Proposals, to be entitled for consideration, must be made in accordance with the following instructions:

- A) Each Contractor shall exercise utmost diligence to obtain a full set of scope and related Proposal documents. The City will advise the Contractor of changes in the contract documents and specifications by the issuance of addenda during the Proposal period. Addendums will be placed on the City web site. See Notice Inviting Proposals. All such changes shall become a part of the Contract. No Proposal may be withdrawn after the closing date and time of the opening of the Proposals because of having been compiled from an incomplete set of contract documents and/or specifications.
- B) Any questions or doubt as to the true meaning and intent of the Proposal documents and specifications **must** be brought to the attention of the City **in writing**. All questions regarding this RFP are to be directed to Virginia Garcia at purchasingdivision@moval.org. Questions and subsequent responses will be provided **only to those companies** that have notified Virginia Garcia of their intent to submit a proposal. All questions and responses shall become part of the final contract. The City will not be responsible for any other explanations or interpretations.
- C) No oral agreement or conversation with any officers, employees, or agents of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. Request for an interpretation shall be emailed to Virginia Garcia at purchasingdivision@moval.org **at least five (5) business days** before the time announced for opening the Proposals. Questions that are closer to the closing date than this will not be addressed and will not be part of the subsequent contract.

XII. Instructions for Submittal of Proposal

Proposals shall be submitted on City forms included hereinafter to the City Clerk's Office of the City of Moreno Valley. List Proposal cost for each item separately. Prices must be stated in the units specified herein. **One (1) original and three (3) copies of the Proposal are to be submitted and must be clearly marked as such.** It is the Proposers responsibility to ensure that submissions are delivered to the correct location **before** the deadline. Completed Proposals shall be enclosed in a sealed envelope, addressed as follows:

**City of Moreno Valley
Attn: City Clerk
14177 Frederick Street
Moreno Valley, CA 92553**

The proposer's company name and address shall be clearly marked on the outside delivery envelope, the RFP number, name of project, hour and date of RFP closing as specified in Notice Inviting Requests for Proposals and the words "SEALED REQUEST FOR PROPOSAL, DO NOT OPEN WITH REGULAR MAIL".

IMPORTANT
ON-TIME RECEIPT OF YOUR RESPONSE

The responsibility of ensuring that your time-sensitive document is received by the due date and time AND delivered to the City office stated in the invitation rests solely with the sender. You may hand deliver your document to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is not valid as proof of timely delivery. The City of Moreno Valley and the Community Services District (CSD) assumes no responsibility for bids, proposal or quotes which arrive at the City office stated in the invitation beyond the due date and time.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable. Regardless of the method you choose to submit your time-sensitive document, you must allow for our internal delivery system to process your item to the required office **before** the due date and time. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened. All prices, quotes and notations must be typewritten or written in ink. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent. Corrections must be initialed by the person signing the RFP. If the Proposal is made by an individual, it shall be signed and his full name and address shall be given; if made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given on a separate sheet of paper; if it is made by a corporation, it shall be signed by the president or a vice-president plus the secretary or assistant secretary, attested by the corporate seal and the name of the state under the laws of which the corporation was incorporated, and the names and titles of all officers of the corporation shall be given. Proposals not received by the City Clerk's Office of the City of Moreno Valley before the time and date set forth in the Notice Inviting Requests for Proposals shall be declared late and returned unopened to the Proposer.

XIII Scope of Services

Consultant engineering plan check services will be on an "as needed" basis. There will be no guarantee of work. The Consultant will review and/or perform duties related to the following:

The Consultant will be required to adhere to all federal, state, and local requirements. In general, the engineering plan check consultant services to be furnished for this project will include, but not be limited to, the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, easement and right-of-way documents, construction cost estimates, soils/geotechnical reports, hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. The Consultant shall review the construction cost estimate in the City's format to be utilized for bonding purposes and in most cases, establishment of plan check fees. Additionally, the Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. The Consultant shall adhere to a fourteen calendar day (two week) turn-around time for plan reviews; and more specifically described below.

A) Research of Record Information

With the first plan check submittal, the Consultant shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that the City knowingly has in its possession. The City will make available City records on regularly scheduled workdays. City copy machines will be made available to the Consultant to reproduce any plans or other documents as necessary for the Consultant's use in performing the plan check. The City will provide project conditions of approval with the first plan check.

B) Format Submission

The Consultant shall provide clear, concise, and complete plan check reviews to include, but not be limited to, all applicable items listed in the City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. The Consultant shall check plan compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements.

The Consultant shall ensure that all drawings are prepared using twenty-four inch by thirty-six inch (24" x 36") plan sheets (except maps). Final plans shall be prepared using permanent ink on 24" x 36" mylar sheets. No stick-ons are allowed. The original plans are to be considered to be the property of the project proponent, and shall be submitted to the City for approval. Upon approval of the mylars by the City Engineer, the plans shall become the property of the City.

C) Submittals to City

- 1) Completion of the first plan check shall be fourteen (14) calendar days after pick-up from the City, unless otherwise directed by the City. Upon completion of the first plan check review, the consultant shall provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents.
- 2) The Consultant shall perform subsequent plan checks using the same assigned staff to complete the plan checking process unless otherwise directed by City staff.
- 3) The Consultant shall incorporate plan check comments from City staff from all pertinent department and divisions.
- 4) Upon completion of the final plan check, the Consultant shall meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints accompanied by the original reproducible mylars and a final construction cost estimate, unless otherwise directed by City staff.
- 5) The Consultant shall state on the original mylars (or in a written statement as directed by City staff) that they have reviewed the plans for conformance with City standards and

practices and is recommending the plans for City approval. The responsible engineer shall sign the statement.

- 6) The Consultant shall provide a written statement on his letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation.
 - 7) Upon completion of the Consultant's map review and after final review by City staff, the Consultant's authorized engineer or land surveyor shall sign the final map/parcel map as the "Authorized Agent of the City Engineer".
- D) Estimate of Quantities and Cost
A preliminary estimate of quantities and costs shall be provided by the project proponent on forms provided by the City and included in the first plan check submittal. A final construction cost estimate shall be prepared by the Consultant. The final estimate of cost shall be based upon, and in agreement with, the final quantities as shown on the plans.
- E) Sewer and Water Drawings
The project proponent shall provide to the Consultant all sewer and water drawings necessary to perform the sewer and water plan check within the public right-of-way. The Consultant shall not be required to research sewer and water drawings. Because the City does not own the sewer and water facilities, the Consultant shall review these drawings for conflicts with City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. Sizing and capacity of these facilities is not the responsibility of the City's Consultant. The Consultant shall prepare a final construction cost estimate.
- F) Pre-Plan Check Meeting
The Consultant shall pick-up the first plan check submittal package from the City within 24-hours of notification by the City. The City will answer questions and provide guidance for the review and research of City records for the submittal prior to the Consultant checking of the plans.
- G) Post-Plan Check Meeting
The Consultant shall arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. The Consultant shall prepare a return transmittal to the project proponent.
- H) Second and Subsequent Plan Checks
The project proponent shall deliver second and subsequent plan checks to the consultant directly. The Consultant shall return second and subsequent plan checks to the project proponent within fourteen (14) calendar days.
- I) Project Reporting
The Consultant shall provide a written weekly status report to the City regarding the plan check submittals by Friday at 3:00 PM. The reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports may be e-mailed to the City.
- J) Responsible Engineer/Surveyor
A registered civil engineer in the state of California shall be the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check.

XIV. Selection Criteria

The City recognizes that price is only one of several criteria to be used in evaluating a product or service. Award of the Contract shall be made to the lowest responsive and responsible Proposer that best meets the City's specifications and needs, and represents the best overall value for the City. The City is not bound to accept the lowest price proposal. Submitted proposals will be evaluated on the following criteria but such criteria are not inclusive of all that may be considered. The proposal of the top-ranked firms will then be analyzed by the selection panel and may be invited to a selection interview.

A) Evaluation is based on: (criteria are not listed in any order of importance).

- 1) The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of the City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
- 2) Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with State and Federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- 3) Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to perform the services; and outline quality control measures to ensure on time delivery of a quality plan check.

B) Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

XV. Disqualification of Proposal

- A) More than one Proposal from an individual, a firm or partnership, a corporation or an association under the same or different name will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal will cause the rejection of all Proposals in which that Proposer is interested.
- B) If there is a reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in awarding a Contract. Proposals in which the prices obviously are unbalanced may be rejected. If the experience or financial background of the Proposer, as a contractor, is inadequate or past performance has been unsatisfactory, his or her Proposal may be rejected.
- C) No Proposal will be accepted from a Proposer who is not fully and properly licensed as a contractor in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code on the date and at the time of the submittal of the Proposal for the work to be done by him or her (B & P 7028.15).
- D) Missing or lack of complete required documents.

XVI. Execution of Contract
See Section D.

- XVII. Insurance Requirements of Successful Bidder
See Section D.

SECTION C

**REQUIRED RFP
SUBMITTAL DOCUMENTS**

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

I am the _____ and the duly authorized
(Title)

Representative of the firm of: _____
(Name of Corporation)

Whose address is: _____

_____ And that

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, and of its officers, directors, or partners, or any of its employees directory involved in obtaining Contracts with the City have been convicted of, or have plead *nolo contendere* to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State of the Federal government (conduct prior to July 1, 1977 is not required to be reported).

State "none" or, as appropriate, list any conviction, plea or admission described in paragraph two above, with the data, court, official, or administrative body; the individuals involved and their position with the firm, and sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the City to make a determination. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the City may terminate any Contract awarded and may take any other action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature: _____ Date: _____

Printed Name _____ Title: _____

Name of firm: _____

VENDOR INFORMATION

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: _____

Owner / Manager Name: _____

PO Mailing Address: _____

City: _____ State _____ Zip _____

Remit to Address (if different from PO mailing address)

City: _____ State _____ Zip _____

Web Site: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Incorporated? (mark one) Yes ___ or No ___

Fed. Tax I.D. # or Social # _____

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? _____

How many years of relevant experience within the scope of this RFP? _____

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal # VAG-11/12-04 have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

(Print Quoting Persons Name) (Title)

(Quoting Persons Signature) (Date)

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years - Public or Governmental Agencies preferred. (Type or Print)

1. Name of Public Agency: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Telephone: (____) _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

2. Name of Public Agency: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Telephone: (____) _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

3. Name of Public Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Title: _____

Telephone: () _____ Email: _____

Service Dates: _____

Brief Summary of Project/Work provided: _____

Insert fee proposal here and include this signature page.

Company Name: _____
(print)

Authorized Signer: _____
(print)

Signature: _____ Date: _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Company Name: _____

Address: _____

Telephone No.: _____

Email Address: _____

By: _____
(print)

Signature: _____ Date: _____

SECTION D

POST AWARD REQUIREMENTS

REQUIRED DOCUMENTATION AFTER AWARD

A. After notification of award, the successful Contractor shall provide all of the following **within fourteen (14) calendar days**. Failure to execute and furnish said documents within said fourteen (14) days shall be just cause for the annulment of the award and pursuit of an Agreement with the next responsive and responsible proposer.

1. Execution of Contract:

Two copies of the Contract shall be signed by the successful Proposer and returned **together** with any required documents such as insurance, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the City until the execution of the Contract. Failure to execute a Contract and acceptable documents as required herein shall be just cause for the annulment of the reward. The RFP may be awarded to the next responsive bidder or may be re-advertised.

2. Insurance Requirements of Successful Bidder:

Insurance: **Successful, selected proposer** shall be required to provide the required insurance coverage prior to the final execution of the Agreement and as outlined in the attached "Sample Agreement" and the summarized below. Required insurance is marked with an "X" on the "sample" Agreement included herein. An Endorsement page must accompany the insurance and must list the three agencies of the City as "additional Insured". Proper wording for this is contained in the "Sample Agreement" under Section G and is bolded for your reference.

General Liability

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

Auto Liability-Owned & Non-owned \$ 500,000 combined single limit

Workers' Compensation An amount to comply with State of California requirements **OR** waiver as described below.

Note: Those firms that do not have Workers' Compensation Insurance coverage and are compliant with State guidelines for a qualifying waiver **must** submit the proper Exception to Workers' Compensation Coverage form. Three PDF files are included with the RFP on the City website as Attachments. Please select the appropriate form depending upon how your company is established; either as a "Sole Proprietor", a "Partnership" or a "Corporation". Print out and fill in the appropriate form, have it notarized, and submit with your proposal to the City of Moreno Valley.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. _____**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as _____.
Project No. _____.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "___" attached hereto and incorporated by this reference.

Or

The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this

Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual

orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the

City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit E or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued

immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct

copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the _____ (Example: Public Works Director/City Engineer of the City or his designated representative), fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such

occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such

records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board,

committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon

completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

SAMPLE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____

Chief Financial Officer
/City Manager/Mayor
(Select only one please)

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds \$15,000)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

EXHIBIT A
REQUEST FOR PROPOSAL

EXHIBIT A

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EXHIBIT B
CONSULTANT SCOPE OF SERVICES

EXHIBIT B

41 of 49

EXHIBIT C
**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

SAMPLE

EXHIBIT C

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EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$_____. The Consultant's compensation for plan check services shall be based on time (hourly rate) and material, not to exceed 65% of the City's Land Development Division's applicable user fees collected per project, except for review of maps (parcel maps, tract maps) in which case the compensation shall not exceed 75% of the City's Land Development Division's applicable user fees. For those projects identified by the City as time and material projects where fees are not based according to user fees, the not to exceed limits described above will not apply. City will review time expended by Consultant upon receipt of Consultant's invoices.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City

Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the _____ Department at <email address>@moval.org or calls directed to (951) 413-_____.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

- A. Vendor Name, Mailing Address, and Phone Number
- B. Invoice Date
- C. Vendor Invoice Number
- D. Purchase Order Number
- E. City Project Number
- F. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), description of services performed and rates; invoices without description of work are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same. The City will review each invoice submitted by the Consultant, along with any accompanying required

documentation in order to determine that the Consultant has properly invoiced, documented and executed the required services.

7. Failure to comply with all requirements of this Agreement may result in non-payment for work.

SAMPLE

EXHIBIT D

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EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

SAMPLE

Addendum # 1
R.F.P. # VAG 14/15-03
September 3, 2014

The City strives to keep vendors responding to City needs current with information to each RFP/RFQ or Bid. As such we will receive question in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

Question:

Section B / IX. Proposal Requirements / A. Introduction .. "A maximum of twelve pages, excluding any resumes attached, is considered responsive."

Question: Can you please clarify whether the following must be included in this 12 page count?

7 pages of forms (listed in the List of Submittals, page 8)

"A minimum 3 letters of recommendation" (page 6)

Answer:

Letters of recommendation are excluded from the twelve page maximum, as stated. Although, not explicit, the seven pages of forms should also be excluded from the twelve page count, otherwise the bidder would only have 5 pages to provide the requested information. By all means, there can be more than twelve pages, the twelve pages are a minimum to be considered responsive.

Question:

Page 7, IX A. it states there is to be a maximum of twelve (12) pages (excluding resumes). Since the city has six (6) required forms to be submitted with the proposal, are the required forms also excluded from the 12 page count?

Answer:

Yes, the required forms are excluded from the 12 page count.

Question:

Page 12, XIII D) & E) require the Consultant to prepare a final cost estimate. Since the designer of record and project proponent are responsible for their project related submittals, and are making decisions based upon plan review comments provided and related work quantities, shouldn't the final cost estimate remain the project proponents responsibility and be submitted for final review with the other documents that are being checked? If not, then this would become a separate action once the plans are reviewed, signed and submitted.

Answer:

It is the responsibility of the City's plan check engineer and consultant to review the cost estimate prepared by the developer's engineer. The cost estimate prepared and submitted by the developer's engineer is preliminary until such time City staff or consultant representative has reviewed and approved it at which time it becomes the final engineer's cost estimate. The final engineer's cost estimate typically occurs concurrent with improvement plan final approval

Question:

Page 13, XIV A) 1) & 2) both include reference to the phrase "local experience". Please clarify the scope or extent of what is included within this phrase.

Answer:

Local experience is considered plan check services performed for municipalities near Moreno Valley in the general inland empire area.

Question:

Page 13 XV C) contains the disqualifier that "No Proposal will be accepted from a Proposer who is not fully and properly licensed as a contractor" under the CA B&P Code Section 7000. Is it the city's expectation that the firm or individual providing the engineering plan check consultant services be dual licensed as a consulting engineer and a contractor?

Answer:

A contractor's license is not required for plan check services.

Question:

On page 7 of your RFP the City requests each proposal be a maximum of 12 pages, exclusive of resumes. Does this 12 page limit include or exclude a front and back cover, the three (3) reference letters (requested on page 6), as well as the following required RFP submittal documents?

- 1) Non-Collusion Affidavit (page 16)
- 2) Affidavit of Non-Conviction (page 17)
- 3) Vendor Information (page 18)
- 4) References (pages 19-20)
- 5) Proposal Fee Schedule (page 21)
- 6) Addenda Acknowledgement (page 22)
- 7) All items listed above in this section (A through I)

Answer:

The twelve page maximum excludes the front and back cover, reference letters, as well as the RFP submittal documents that you have listed above.

Question: Would the City be willing to accept Statement of Qualifications from start-up companies who has no current or previous service to other governmental jurisdictions but its principal having over 10 years working for a city consultant and had worked for a county government performing the same function?

Answer: All consultants are invited to submit proposals for the Engineering Plan Check RFP. We recommend to provide any documentation or references associated with the proposed scope of work, as well as to highlight employee experiences and skill sets that would indicate their ability to perform the type of work outlined in the RFP.

Addendum # 2
R.F.P. # VAG 14/15-03
Engineering Plan Check Consultant Services

September 4, 2014

Sections III (page 6), IX (page 8) and XIV (page 13) of this RFP requires the submittal of cost and fee schedule information. Please note we will **not** be requiring Consultants to provide a fee schedule at this time. Please omit page 21 (Proposal Fee Schedule) from your required RFP Submittal Documents.

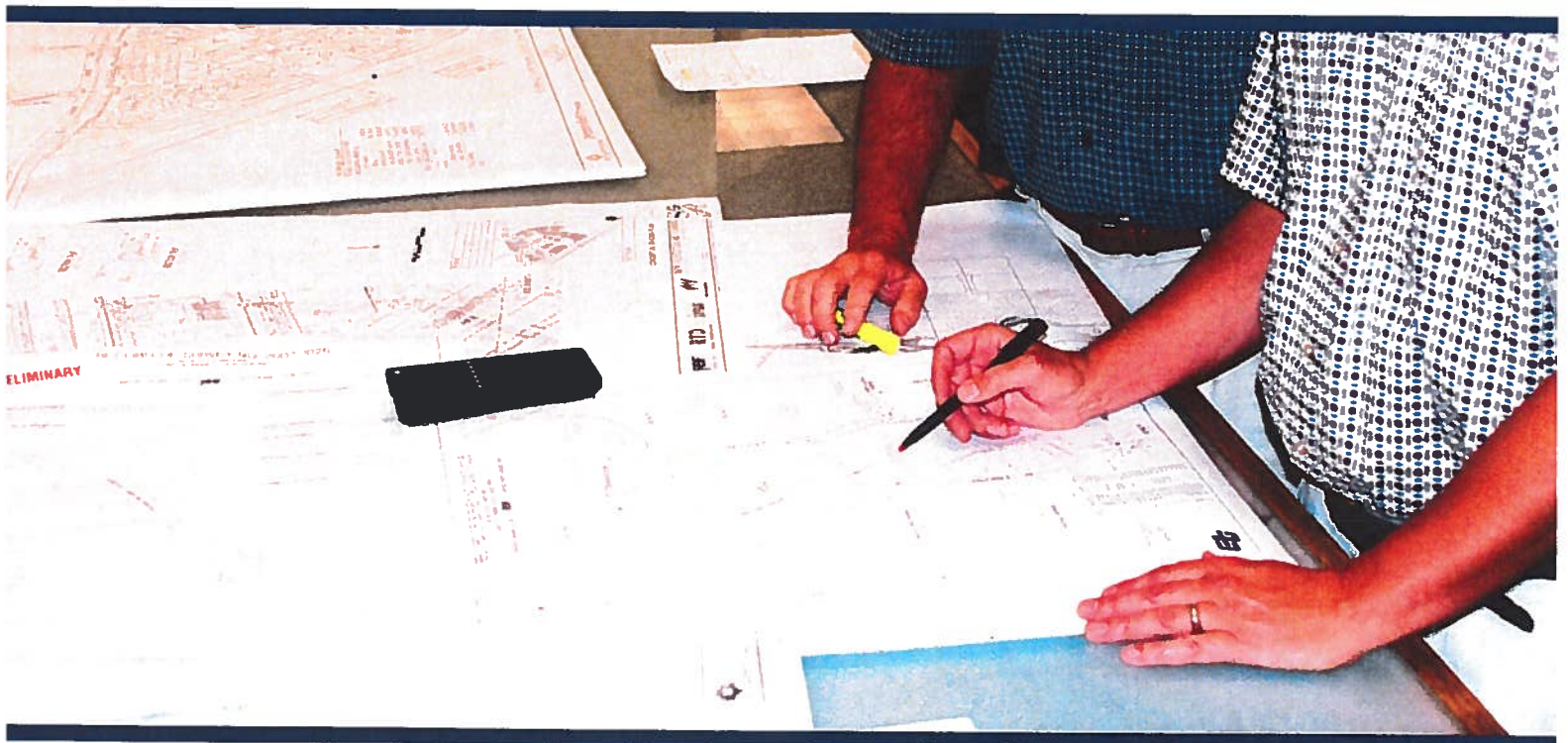
Furthermore, Section IX. F. (page 8) is revised as follows:

“Consultant compensation shall not exceed the following percentage of the City’s collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans). For those projects determined by the City as Time & Material projects, the “not to exceed amount” is not applicable.”

EXHIBIT B

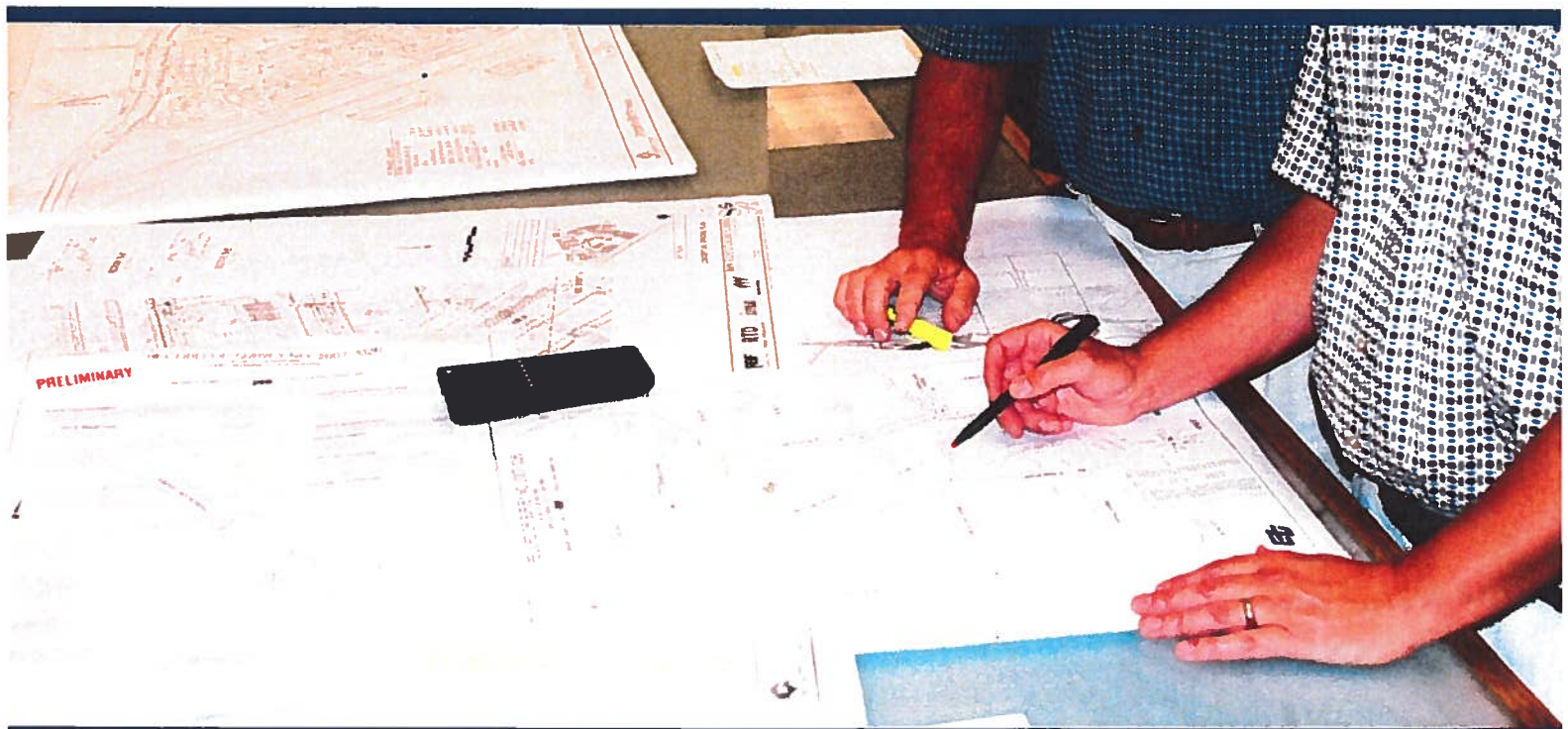
Proposal Engineering Plan Check Consulting Services

Prepared for: City of Moreno Valley



Our Mission Statement

The Mission of RBF Consulting is to make the world a better place through the application of the principle of sustainable development. This is accomplished by providing design services that enhance the quality of life and the environment; provide development, infrastructure, planning and environmental services to private and public clients in local, regional and global markets; lead as professional engineers, planners, surveyors and environmental specialist's and look forward to the future with a commitment to building opportunities and value for our clients and ourselves.



September 15, 2014

City of Moreno Valley
Attn: City Clerk
14177 Frederick Street
Moreno Valley, CA 92553

RE: Proposal for Engineering Plan Check Consulting Services

Dear City Clerk:

Michael Baker International (RBF/Baker) is pleased to submit our Proposal for As Needed Engineering Plan Checking Consulting Services. We have selected a Project Team for this assignment that is uniquely qualified to meet the challenges associated with the following Plan Check Services for the City of Moreno Valley:

- Review of final maps;
- Parcel maps;
- Grading plans;
- Erosion control plans;
- Public infrastructure improvement plans;
- Easement and right-of-way documents;
- Construction cost estimates;
- Soils/geotechnical reports;
- Hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval;
- Review construction cost estimates

By selecting the RBF/Baker Team, the City will have the local resources and talents available to efficiently and cost effectively provide the professional services required for the various plan check services.

The advantages of the RBF Team include:

- **Successful history of performing "Extension of Staff" services to the City of Moreno Valley** RBF/Baker has provided staffing assistance in both the Planning and Building & Safety Department for the City. In addition, through our processing of numerous development plans through the City we are very familiar with the City's process and procedures and are available at a moment's notice to assist and coordinate with the City on all plan check related issues.
- **A Plan Check Manager, John Tanner, P.E., with over 20 years of professional service** - who will provide local oversight of RBF/Baker's interactions with the City, and ensure our commitment to all projects on a corporate level.

- **RBF/Baker's full-service in-house capabilities of engineering services** - (civil, transportation, traffic, structural, survey, planning, environmental, and landscape architecture) will provide the City with expertise in all areas helping to reduce the City's project oversight time and costs.

RBF/Baker welcomes the opportunity to further expand our service to the City of Moreno Valley. **We are confident in our ability to provide the City with timely, cost-effective professional consulting solutions.** We understand the importance of establishing a qualified list of professionals to provide the multi discipline services required for the variety of plan check projects. If you have any questions or require additional information, please do not hesitate to contact me at 951/676-8042, or email me directly at jtanner@mbakerintl.com.

Sincerely,



John Tanner, PE
Plan Check Manager
Vice President/Office Manager

Enclosure: (Submittal – 1 Original & 3 Copy)

Firm Background

FIRM BACKGROUND

Firm Introduction

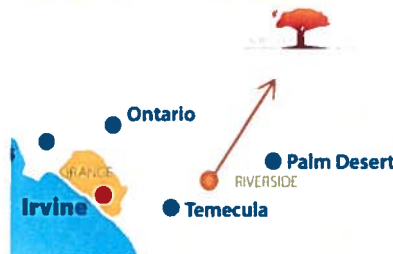
RBF Consulting, established in 1944, is a widely recognized leader in innovative thinking, planning and designing. With the merger into Michael Baker International in 2013, RBF/Baker has expanded both its capacity and its capabilities – spanning the Nation with offices and professionals that meet technological, growth, and revitalization needs of both public and private clients. Now approximately **3,500 professionals strong**, the RBF/Baker team provides everything from Planning and Environmental, through Design, Survey, and Construction Management for a wide variety of fields. These fields include: Water/Wastewater, Surface Water, Public Works, Transportation, and **Land Development**. With **107 offices firm-wide** and **13 offices local to California**, RBF/Baker can provide any project with easily-accessible professional support.

RBF's professionals are licensed and insured in California and have considerable experience in land planning, zoning, platting, **subdivision plans**, **roadway improvement projects**, traffic engineering, storm water management, water, wastewater, landscape architecture, and construction management. Our project team possesses the full range of disciplines necessary to provide quality and insightful reviews of all types of planning and engineering documents.

RBF/Baker believes that true demonstrated excellence of a firm can be measured by its track record of clients' satisfaction and its repeat client base. We are proud of our record to have **85 percent repeat clients**, which has been steadily increasing as RBF/Baker's reputation grows. RBF/Baker has experience reviewing both public and private sector plans. Because we have a long history of working with the City of Moreno Valley, **we are familiar with the City's standards and requirements**. We know what design elements should be included on the plans and how the plans should be formatted. The organizational and management skills of the RBF/Baker Team allow us to provide the City with quality service on a timely basis.

Office Location/Transportation of Plans

All work for this Project will be completed from RBF/Baker's Temecula office with technical support from any one of our Inland Empire and regional offices. All RBF staff is connected via a company-wide electronic network. RBF/Baker routinely coordinates projects utilizing the most qualified staff, throughout the company. Our Temecula office is approximately 33 miles from the City of Moreno Valley, which allows our Team to provide a quick response. Since the City of Moreno Valley and the Temecula office is in close proximity, RBF/Baker are able to provide several transportation of plan options such as runner, federal express and us postal service for quick **two-week turn-around time for initial plan reviews**.



Project Team

The RBF Team is prepared to commit its personnel and its resources to serving the City of Moreno Valley by providing professional as-needed engineering plan check consultant services. Our team of professionals is well balanced and experienced in working together on many successful projects. The key personnel assigned to this Project have functioned in similar responsible positions and has provided numerous plan checking services to multiple agencies.

Plan Check Manager

All work for this project will be completed under the direction of **John Tanner, PE**, our proposed Plan Check Manager. Mr. Tanner is a licensed engineer in the State of California with **20 years of experience** with extensive background in development and public works projects. He has served as Project Manager for numerous projects in Riverside and San Bernardino and has relationships with many staff members at most of the regional agencies. As the Temecula Office Manager and Department Mr.

Tanner is responsible for the coordination of all project teams, assigning members to specific project teams, client coordination, contract negotiations, coordination with government agencies, project scheduling and the preparation of all improvement plans within office.

Michel Baker International (RBF/Baker)
40810 County Center Drive, Suite 100
Temecula, CA 92591
Project Manager: John Tanner, III, PE
951.676.8042 Fax: 951.676.7240
jtanner@mbakerintl.com

Key Personnel

As presented below is a summary of Key Personnel and their project role in providing high quality services for the City. From a performance and operational perspective, the team is organized around optimal communications and responsiveness to the City.

Summary of Key Personnel Qualifications

NAME	YEARS OF EXPERIENCE	PROJECT ROLE
Darin Johnson, PE	30	Principal In Charge
John Tanner, PE	20	Plan Checker Manager/Land Development Review
Miguel Gonzalez, PE, LEED AP BD+C, QSD/QSP	27	Land Development Review
Anna Lantin, PE, CPSWQ, CPESC	25	Hydrologic/Hydraulic Studies
John McCarthy, PE, CFM	26	Hydrologic/Hydraulic Studies
Carlos Ortiz, PE, TE, PTOE	27	Traffic Engineering
Brad Mielke, SE, PE	36	Structural Engineering
Ernest Wade, PLS	43	Survey/Right-of-Way/Easement Documentation
John Duquette, PLS	25	Survey/Right-of-Way/Easement Documentation
Kevin Thomas, CEP	30	Environmental Services

Qualifications

QUALIFICATIONS

Plan Checking Services

The RBF/Baker has provided plan checking services for various cities and public agencies throughout Southern California.

RBF/Baker often assists cities and other public agencies in the review and approval of development projects from the conceptual stage through final occupancy. The RBF/Baker professional Team has been providing plan checking / staff extension services over the last 20 years in both the engineering and planning arenas. The following is a list of cities and agencies that have utilized RBF/Baker's staff as an extension of their own in house personnel:

AGENCY	CONTRACTED SERVICES PROVIDED
City of Banning	Planning Services (Interim Planning Director)
City of Chino Hills	General Manager Water Engineering and Operations
City of Coachella	City Engineer and Plan Checking Services Support Staff
City of Corona	Engineering/Traffic Engineering/Survey Mapping Services
City of Carlsbad	Transportation Planning / Traffic Engineering
City of Indian Wells	Traffic Engineering Services Support Staff
City of Lake Elsinore	Planning Support Staff
City of Menifee	Plan Checking and Development Plan Review on Preparation on Conditionals of Approvals
Metropolitan Water District	On-Call Surveying and Photogrammetric Mapping Services
City of Murrieta	Engineering/ Traffic Engineering/ Surveying Mapping Services
County of Orange	On-Call A-E Services
City of Palm Desert	Acting Director of Public Works and Environment Mitigation Monitors
City of Rancho Mirage	Land Development
City of San Diego	Transportation Planning / Traffic Engineering
City of San Juan Capistrano	On-Call Public Works Inspection Services
City of San Marcos	On-Call Traffic Study Services
County of San Diego	As Needed Planning Services (Extension of Staff)
City of Upland	Transportation Planning / Traffic Engineering

RBF/Baker has provided consulting services to public agencies in Riverside County since 1984. Aside from completing projects for the various public sector clients, RBF/Baker has also designed and processed dozens of private sector developments throughout Riverside County.

RBF Land Development Experience

One of RBF/Baker's practice areas is providing land development services to private sector clients. RBF/Baker has become a one stop shop, assisting land owners from the preliminary planning stages through the construction management phase of their project. Through this experience, RBF/Baker has gained the necessary knowledge of what needs to be done to produce accurate, orderly, and quality plans. Our Project Team is able to recognize when something is not right, when something is missing, when something is being done out of order or at an unacceptable level. This knowledge and experience will prove valuable to the City.

Traffic Engineering: Transportation and circulation studies, traffic impact analyze, on-site circulation, site access, turn templates, geometric design, traffic signal design, traffic control plans, pedestrian and parking studies, and signing/stripping.
Transportation / Roadway: Preliminary and final engineering studies, base mapping, roadway design, corridor studies, design concept reports, freeway and interchange design, screen and noise walls, ADA facility design and retrofit, alignment studies, geometric approval drawings.

Stormwater / Flood Control: Hydrology studies, preliminary and final drainage reports, erosion setbacks and scour analysis, floodplain delineation, CLOMR and LOMRs, and storm drain facilities including culverts, bridges, retention basins, and detention basins. SWPPP's, water quality management plans (WQMP's) and storm water run-off solutions and designs for water quality.

Structural Engineering: Bridge design, modifications, repairs and rehabilitation, scour evaluation and mitigation, retaining and noise walls, drainage facilities, and special structures.

Survey, Mapping, and GIS / GPS: Final plats and maps, topography and boundary surveys, ALTA surveys, construction staking, GPS and traditional survey, right-of-way engineering, legal descriptions and exhibits, and digital database development.

Plan Check Project Experience

Representative projects are presented listed below, highlighting the RBF Team's extensive, Plan Checking experience. These projects demonstrate our ability to complete projects similar in magnitude and a efficient cost effective manner using innovative techniques.

As-Needed Plan Checking, Murrieta, CA

RBF/Baker is currently providing plan checking services to the City of Murrieta. Services include: traffic engineering street improvement, sewer improvement, water improvement, tract map, parcel map, grading plans, hydrology study plan checking to ensure compliance with City, County and State standards. RBF/Baker will also be assisting the City in the preparation of signal timing plans, and is working closely with City staff to develop standard procedures and guidelines for traffic plans and specifications, and is involved in reviewing construction cost estimates associated with these projects.

Support Staff, Menifee, CA

RBF/Baker has provided extension to the staff for plan checking and development plan review on preparation on conditional approvals services for the City of Menifee. Services include: traffic engineering street improvement, tentative parcel maps, grading plans, hydrology study plan checking to ensure compliance with City, County and State standards.

Plan Checking Services, Chino Hills, CA

RBF/Baker provided Interim City Engineering Services for the City of Chino Hills. RBF/Baker's responsibilities included coordination with engineering, community development, planning, building / safety and public facilities / operations offices for capital improvement projects and private owner / developer projects within the City of Chino Hills. Specific tasks RBF/Baker staff performed included plan checking of grading plans, storm drain, sewer and water plans, mapping, legal descriptions, easement documents, parcel map reviews and tract map reviews. RBF/Baker services included the preparation of staff reports, council resolutions, developer bond estimates, encroachment permits, and conditions of approval.

As-Needed Plan Checking Services, Carlsbad, CA

RBF/Baker provides the City of Carlsbad with professional engineering and land surveying plan check services on an as-needed basis. The work involves review of plans, studies, calculations, maps, and supporting documents for conformance with state and local requirements and accepted practices. All plans are checked in accordance with the latest edition of the City's Project Engineer's Manual and Standards for Design & Construction of Public Works Improvements in the City of Carlsbad.

As-Needed Plan Checking Services, Corona, CA

RBF/Baker provided with professional Engineering/Traffic Engineering/Survey Mapping Services on an as-needed basis. The work involves review of plans, studies, calculations, maps, and supporting documents for conformance with state and local requirements and accepted practices. All plans are checked in accordance with the latest edition of the City's Project Engineer's Manual and Standards for Design & Construction of Public Works Improvements in the City of Corona.

Plan Checking Services – Palm Desert, CA

RBF/Baker provided plan check services to the City of Palm Desert for three (3) projects along Highway 111. Services included review of traffic signal plans, signing and striping plans and stage construction/traffic handling plans to ensure compliance with City and State standards.

Map Plan Checking Services – Coronado, CA

RBF/Baker reviews all Parcel Maps, Final Maps and other survey drawings and documents to ensure that maps are in compliance with the Subdivision Map Act and local ordinances. Map review is done in coordination with the City's Planning and Engineering Departments, and Capital Projects Management. Review of plan checks on maps that are technically correct and in substantial conformance with the Tentative Map (if one exists). After final mylars are submitted, RBF signs and seals the maps on behalf of the City Engineer.

Otay Water District Reclaimed Water Plan Checking – San Diego County, CA

RBF/Baker provided reclaimed water plan checking services for the Otay Water District. During the late 1980's and early 1990's, the Otay Water District was experiencing considerable growth through the proposed development of numerous subdivisions. Part of the subdivision plans included reclaimed water facilities. The Otay Water District called upon RBF/Baker to assist their plan checking staff with review of the reclaimed water requirements. RBF/Baker had been providing similar services to other water agencies for some time and our experience and familiarity with the reclaimed water rules and regulations allowed RBF/Baker to assist the District in providing plan check comments for the developer's plans. RBF/Baker reviewed the plans submitted to the District and provided plan check comments enforcing the District's design criteria, AWWA rules and regulations, and the requirements of the State and County Departments of Health Services.

Reclaimed Water Studies, Value Engineering & Plan Checking for Various Southern California Water District Agencies – Various Locations, CA

RBF/Baker has provided "reclaimed water studies," value engineering, and plan checking for various water district agencies throughout Southern California. The Rancho California Water District encompasses over 96,000 acres within its service area. The District operates and maintains an extensive water distribution system and most recently began implementation of a district-wide reclaimed water distribution and storage system based upon RBF/Baker's plans. The Otay Water District retained RBF/Baker to provide plan checking services for reclaimed water projects being implemented throughout the District's service area. RBF/Baker was utilized based on our experience to assure compliance with all Health Department Standards. RBF/Baker developed "Rules and Regulations for Nondomestic Water Service" for the Santa Margarita Water District. The District currently provides approximately three million gallons per day to irrigate parks, green belts, and major slopes. RBF/Baker provided value engineering services for the Orange County Water District on the Green Acres Water Reclamation Project. This project involved the review of treatment plant and reclaimed water distribution pipeline construction drawings and specifications. Retrofitting of the existing domestic water system was also analyzed.

City of Moreno Valley Project Experience

RBF/Baker is familiar with the City of Moreno. We have provided analysis and design services to the City on a number of projects over the years and are familiar with the City's design standards and requirements. RBF/Baker's history of success in providing similar professional services and our team of seasoned professionals will provide the City with plan review services that are comprehensive and have considered all practical alternatives. Below are additional projects that were provided to the City of Moreno area.

**Lasselle Street Median & Sidewalk Improvements
Moreno Valley, CA**

RBF provided design documents for the widening and median improvement project in the City of Moreno Valley. Scope included the design of medians, sidewalk, street widening, traffic signals, utility relocation and striping for over a one-mile stretch of Lasselle Street starting at the southerly Moreno Valley City limit. This project included multiple coordination components including existing residence traffic, adjacent development projects and coordination with the local high school and its peak traffic conditions.

Moreno Valley Ranch (Moreno Valley, CA) – RBF/Baker was responsible for this 436 lot residential subdivision. The project also included the design of the Moreno Valley City Sports Park facility and an apartment complex.

Lasselle Apartment Complex (Moreno Valley, CA) - RBF/Baker prepared the preliminary and final engineering of this 15-acre Apartment Project in the City of Moreno Valley.

**State Route 60 / Theodore Street Interchange
 Moreno Valley, CA**

RBF/Baker worked on the S.R. 60 / Theodore Street Interchange improvements project which accommodated the anticipated truck-turning movements from a proposed logistics warehouse project along the southerly side of the freeway. The improvements added a dedicated right turn lane on the eastbound off-ramp, increased the capacity of the interchange and overall operation of the intersection. In addition, the improvements addressed the trucks driving outside of the pavement by widening the curb returns and striping the lanes adequately. The westbound ramp termini intersections were also widened to accommodate for trucks exiting and entering from the ramps to the southbound and northbound of Theodore Street.

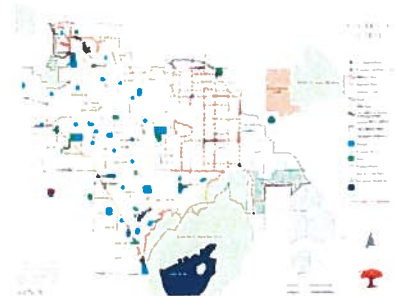


RBF/Baker was responsible for the preparation of the final Plans, Specifications, and Estimates (PS&E) and encroachment permit in Caltrans right-of-way to perform the work for the project. RBF/Baker supported the project by preparing the supporting engineering reports, such as; the preliminary engineering evaluation report, fact sheets to exceptions to advisory and mandatory design standards, storm water pollution prevention plan, and transportation management plan. In addition, RBF/Baker prepared all necessary environmental documents for the projects, performed all supporting surveying and right-of-way for the project; such as design surveys and right-of-way maps.

RBF also conducted lighting luminance analysis for both off and on-ramps to ensure that it met with Caltrans standards, as well as prepared exhibits of the lighting luminance analysis and voltage drop calculations for Caltrans approval.

**Alessandro Boulevard Corridor Implementation Plan
 Moreno Valley, CA**

RBF/Baker was contracted for the implementation of the Alessandro Boulevard Corridor Project, funded through the Southern California Association of Governments (SCAG) Compass Blueprint Demonstration Program. Zoning standards will be modified with CEQA clearance to accommodate increased transit ridership along the busy Alessandro Boulevard, supportive of a future Bus Rapid Transit Project. RBF/Baker also helped coordinate with the City to plan a land use and transportation system that links key nodes of activity, attracts private sector growth, increases mobility choices, reduces environmental burden, and accommodates all users through a complete streets approach. Mobility planning included alternative street section designs and prototype station concepts to catalyze physical improvements within the public realm.



**Moreno Highlands Planned Community
 Moreno Valley, CA**

RBF/Baker has provided planning and engineering support services for this 3,500-acre master planned community in the City of Moreno Valley since 2006.

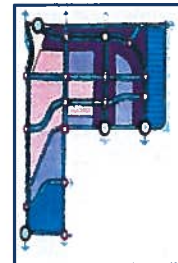
RBF/Baker's Land Development, Planning, Water Resources, and Survey Departments have provided review and consultation on the development of this complex property. Issues related to the project include the presence of an existing Specific Plan and Development Agreement, multiple property owners (some non-participatory), adjacency to a state highway and scenic corridor, major drainage issues, infrastructure phasing, and seismic zones.



RBF/Baker's responsibilities for the project have included schematic infrastructure design for water, sewer, and drainage; hydrology studies; analysis of the feasibility of alternative land use plans; preparation of grading and circulation studies and street cross sections; land use analysis in support of preparation of a comprehensive amendment to the existing Specific Plan and to support traffic analysis of alternate projects; preparation of a shell Specific Plan; review of existing conditions of approval and development agreement commitments, and survey services related to initiation of a boundary survey and topographic base map.

**Oleander Specific Plan/Program Environmental Impact Report
Moreno Valley, CA**

RBF was retained by the City of Moreno Valley to prepare a Specific Plan and Environmental Impact Report for this 1,500-acre site in the southern portion of the city, adjacent to March Air Force Base. The study effort involved extensive public participation and included approximately 90 land owners. Concerns addressed by the study included hydrology (within the 100-year flood plain), circulation, relevant planning, air quality, noise, public services and utilities, public safety, geology, and land use. Land uses proposed for the site included heavy and light industrial, business park, and mixed-use



**March Inland Port Ground Access – Oleander Extension TEA-21 Demonstration Project
Moreno Valley, CA**

RBF provided environmental documentation and the preparation of plans, specifications and estimates to provide access to the March Inland Port, the civilian air cargo port that jointly uses the air field at the realigned March Air Reserve Base. The work included environmental document and clearances (both NEPA and CEQA), traffic engineering, culvert design, hydrology and storm drain design, permitting, and landscape architectural services. RBF also prepared the Drainage Master Plan for the reuse of March Air Force Base. The work included hydrology and drainage deficiency identification, alternative drainage system evaluation, the Design Report, and environmental documentation. RBF's scope included development of preliminary engineering services to establish the study objectives, an Initial Needs Assessment and Constraints Identification, a Watershed Hydrologic Analysis using both the rational method and the unit hydrograph procedure method, and construction cost estimates. RBF provided the engineering services for the compilation of a Master Plan of Drainage to support the proposed recommended flood control facilities



References

City of Murrieta 1 Town Square 24601 Jefferson, Murrieta, CA 92562 Mr. Bob Moehling, 951/461-6036	Engineering, Traffic, Mapping Plan Checking Murrieta, CA
City of Menifee 29714 Haun Rd, Menifee, CA 92586 (951) 672-6777	Extension to the Staff for Plan Checking and Development Plan Review on Preparation on Conditionals of Approvals Services Menifee, CA
City of Chino Hills 2001 Faraday Avenue, Chino Hills, CA 91709 Mr. Doug LaBelle, 909-364-2600	Plan Checking Services Chino Hills, CA
City of Carlsbad 1635 Faraday Avenue, Carlsbad, CA 92008 Glen Van Peski, 760-602-2783	As-Needed Plan Checking Services Carlsbad, CA

Project Team

Project Team

PROJECT TEAM

Staff Capabilities

RBF/Baker is a top-ranked, full-service engineering, planning, landscape architecture, survey, and construction management firm recognized for our dedication to our clients, high quality deliverables, constructible designs, and ability to meet schedules and budgets. The RBF/Baker professional Team has public agency experience and can provide a wide range of services related to **development review**, writing staff reports, resolutions and conditions approval, and working with developers to design projects consistent with the Agency's goals and objectives.

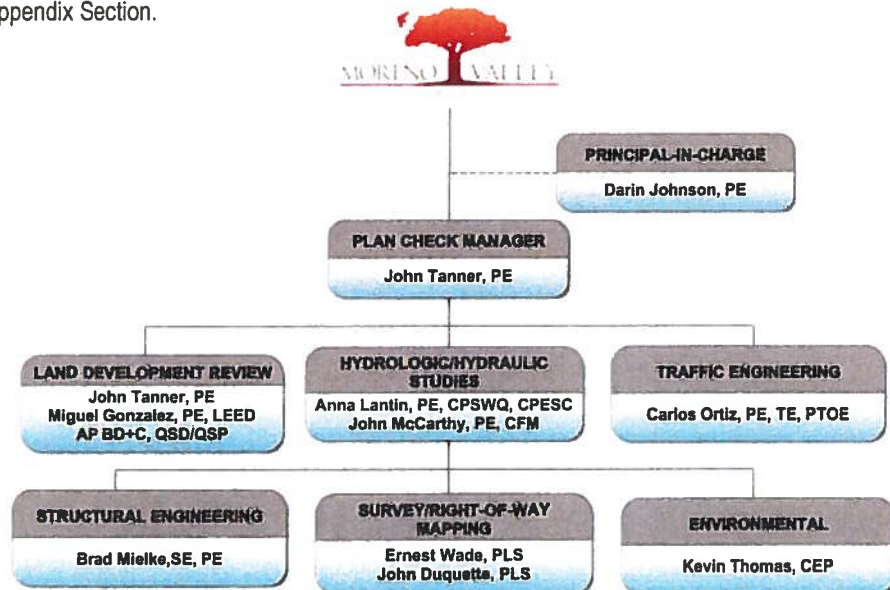
The organizational and management skills of the RBF/Baker Team allow us to provide the City with quality service on a timely basis. The team of professionals we have assembled for this assignment, as shown on the Organization Chart provided, has the current, relevant experience necessary to carry out each assignment in an efficient and cost-effective manner.

The staff specifically assigned to this project will be available and committed to providing the requested planning and engineering review services and meeting the schedules identified by the City of Moreno Valley. One of RBF/Baker's strength's is the size and range of specialties of our staff. This range of specialties allows RBF/Baker to assign a specific reviewer to a task, a reviewer with specific experience reviewing and preparing similar studies or construction plans. The following individuals are the primary reviewers that would be assigned to this project, although additional individuals may be assigned as the specific task or volume of work dictates.

Plan Check Manager

All work for this project will be completed under the direction of **John Tanner, PE**, our proposed **Plan Check Manager**. Mr. Tanner is a licensed engineer in the State of California with **20 years of experience** with extensive background in development and public works projects. He has served as Project Manager for numerous projects in Riverside and San Bernardino and has relationships with many staff members at most of the regional agencies. As the Temecula Office Manager and Department Manager for Land Development and Civil Engineering Department, Mr. Tanner is responsible for the coordination of all project teams, assigning members to specific project teams, client coordination, contract negotiations, coordination with government agencies, project scheduling and the preparation of all improvement plans within office.

Resumes are provided in the Appendix Section.



Methodology/Approach

Methodology/Approach

PROJECT METHODOLOGY/APPROACH

As mentioned in the City's Request for Proposal, the City of Moreno Valley is in need of consultant to provide engineering plan check consultant services on an as-needed basis. Consultant shall assistance for routine submittals, additional plan review services with expedited/fast track support as needed to satisfy City customers.

The Consultant shall review the construction cost estimate in the City's format to be utilized for bonding purposes and in most cases, establishment of plan check fees. Additionally, the Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. **The Consultant shall adhere to a fourteen calendar day (two week) turn-around time for plan reviews.**

An important objective is to maintain a level of high quality plan checking services and workflow methodology in the most cost-effective manner possible. The selected consultant could potentially review the entire array of development plans, including but not limited to:

- Review of final maps;
- Parcel maps;
- Grading plans;
- Erosion control plans;
- Public infrastructure improvement plans;
- Easement and right-of-way documents;
- Construction cost estimates;
- Soils/geotechnical reports;
- Hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval;
- Review construction cost estimates

Understanding of City's Objectives

A complete understanding of the project is essential in order to provide a comprehensive review of the project. RBF/Baker will meet with the City prior to commencing each project review in order to gain a thorough understanding of the project and to hear the City's concerns and comments. This pre-review meeting, tied together with an understanding of the City's needs, is very important since the purpose, schedule, and political sensitivities can vary significantly from project to project. With respect to the Lake Elsinore area, the RBF/Baker Team has already established the foundation for this understanding through our previous work with the City. The RBF/Baker Team will stay current with City goals and objectives for development in the Riverside County.

Plan Check Services

RBF/Baker will provide a comprehensive review of all studies and plans for compliance with the City approved master plans, design standards, conditions of approvals, municipal codes, applicable city and county standards, and applicable building codes. This will include use of the **City's existing submittal checklists.**

Scope of Work / Methodology



The RBF/Baker Team's goal for this project is simple: to provide the City with a comprehensive review of the project documents on schedule and within budget. For us to complete this goal, we have developed a project plan that will serve the City well. RBF/Baker will employ a plan review team, with each plan reviewer assigned to review documents within their area of expertise.

It will be the responsibility of our Project Manager Mr. John Tanner, to follow through with the individual reviewers to provide consistency and continuity in review comments and services across the various disciplines. The RBF/Baker plan review process for the City includes:

1. **Plan Pick Up** - Upon notification by the City that plans are ready for review, RBF/Baker will pick up the plans within 24-hours. If possible, RBF/Baker will pick up the plans the same day that they are ready. These services will be accomplished by use of our own in-house delivery services.

2. **Plan Tracking** – RBF/Baker will maintain a log of all plans that are reviewed. This log will identify the date the plans were picked up, review due date, plan type, number of reviews, the plan reviewer assigned, date assigned, status of the review, and the date the plans are returned to the City. This is similar to the plan tracking system we currently use to track the plans we submit to various reviewing agencies for review and approval. RBF/Baker will provide the City with a copy of the Plan Review Log on request and on a weekly basis. This task includes assignment of the plan set to the appropriate plan reviewer.

3. **Plan Review** - The RBF/Baker team will provide a comprehensive review of plans, specifications, estimates, and reports. This review will address compliance with the design standards, city and county standards, and applicable building codes as well as for compliance with sound planning and engineering practices. RBF/Baker will also review the plans for constructability issues. The RBF/Baker Project Manager will oversee the plan review process, ensuring that a thorough and timely review is performed. During the plan review, it is important to recognize there are many different ways to design a project. We will not seek to redesign the project through our reviews, but review the work for conformance with accepted standards and City established goals, to offer opinions on construction issues, and identify potential cost savings. RBF/Baker will maintain copies of all review comments. The City's existing plan review and submittal check lists will be incorporated into this process. During the second and subsequent reviews, the RBF/Baker team will review the plans to ensure that all previous review comments were properly addressed. RBF/Baker will also evaluate that any changes meet the applicable standards.



4. **Quality Control** - As discussed in greater detail within this proposal, the Project Manager will evaluate review comments to verify the completeness of the review and resolve conflicting comments prior to delivering the review comments to the City.

5. **Plan Return** - Upon completion of the review, the redline comments will be returned to the City. All plans will be picked up, reviewed, and returned to the City within the specified review periods of 15 working days for planning and zoning related documents and 12 working days for engineering related documents.

6. **Project Meetings** - Project meetings facilitated by the RBF/Baker Project Manager, and/or Client Liaison, including the RBF/Baker plan reviewer and appropriate City staff may be needed to obtain additional information and City goals prior to the finalization of review comments. RBF/Baker staff will be available, as needed, to attend pre-submittal meetings with City staff and the development team to discuss design criteria and project issues.

7. **Conflict Resolution** - If the process exceeds 3 reviews, RBF/baker will coordinate a meeting with both the Applicant and the City. The purpose of these meetings will be to discuss the status of current plan reviews and resolve design issues and to plan for future plan reviews.

Coordination Meetings



RBF/Baker will be available to attend coordination meetings as needed with the City and the developer's team. The purpose of these meetings will be to discuss the status of current plan reviews, to plan for future plan reviews, to discuss review or design issues. It is anticipated that these will be regularly scheduled meetings with an agenda and meeting minutes produced by RBF staff.

Scheduled Office Hours

To be accessible to city staff, RBF/Baker's proposed Project Manager, Mr. John Tanner is available to maintain regularly scheduled office hours at a City facility, should the City desire this service. These regularly scheduled office hours would enhance communication between the City and RBF/Baker, and increase the City's access to RBF/Baker's Project Manager. Additional benefits of regular office hours at the City include an opportunity for Mr. Tanner to work closely with city staff on this project and continue to build strong working relationships, he would be available to answer questions or easily attend meetings scheduled within this timeframe.

Plan / Study Review Process

Our review team of qualified professionals will adhere to the steps and procedures needed to accommodate the City's review process and anticipates that at a minimum, this review process will include the following: Thoroughly investigate the project's case history and the City's conditions of approval.

Plans and studies shall be marked for correction and a summary of review comments will be prepared. The review will provide the following:

- ✓ Check for conformance to previously approved documents and stipulations.
- ✓ Check for good engineering practice and verify that the design will function properly.
- ✓ Check the accuracy of the design or study.
- ✓ Examine the concept before checking the details.
- ✓ Identify any conflicts, mistakes, inaccuracy and/or omissions on the plans or study.
- ✓ Indicate the redesign of any portion of the project that is not acceptable.
- ✓ Check for construction problems such as the need for traffic control, street closure, etc.
- ✓ Check for problems unique to the site.
- ✓ The reviewed plans or study and a list of review comments shall be reviewed with city staff for discussion and approval prior to returning them to the developer's engineer.
- ✓ The RBF/Baker Project Manager will coordinate the review comments with other review comments, City departments, and developer's team as required.

Task Schedule



We will utilize our task-based management information system and work-hour projection programs to internally monitor and control progress and budget on a weekly basis. We will use project scheduling software as approved by the City to monitor the overall project schedule and status in coordination with the City. We will work in conjunction with the City's Project Manager and impacted departments to continually update the project schedule as appropriate.

Anticipated City Involvement



The extent to which City involvement is required is dependent on the specific assignment. The RBF/Baker Team members selected for this project have considerable experience with the plan review process and are fully capable of making appropriate, informed decisions. However, should the project be controversial or be part of a development agreement, the need for a pre-review meeting to discuss the specifics of the project or any "special" issues may be necessary to avoid any misunderstandings or misinterpretations during the plan review process. These meetings may also be necessary to determine any special goals or requirements the City may have with respect to a particular project. RBF/Baker will take the lead on the plan review process, will keep the City informed, and will ask questions and seek guidance of city staff when appropriate.

Quality and Cost Control Procedures / Policies

As part of our commitment to Quality Service, RBF/Baker has an established QA/QC program that is implemented on all projects. Our program consists of building in quality at each and every step of the process and promotes prevention rather than detection. Senior engineering staff will conduct a formal of project review comments before delivery of the review comments to the City of Moreno Valley. We will analyze all project documents for constructability, cost control, code requirements, stakeholder coordination, clarity, schedule control, errors and/or omissions and compliance with City's requirements. One of RBF/Baker's core principals is "Quality Service is the Rule". We believe in delivering on our promise to provide quality work, when we promise it. We never separate quality work from our promise to deliver on time. We never sacrifice quality for the schedule. Our QA/QC process also extends to our subconsultant team members. We will have regularly scheduled project meetings for our project team. We know that our team members can provide insight into aspects of the project beyond their specific task involvement.

Peer Review

In addition to the daily quality assurance activities, our project engineers and managers meet each Tuesday evening to review plans, specifications, and estimates that are nearing a milestone submittal. We have termed this weekly review session "Peer Review." At these weekly meetings, the project engineers and managers from many functional groups (transportation, land development, water resources, stormwater, and landscape architecture) meet and review plans and studies that may have been prepared by another functional group. We have found the benefit of these meetings to be twofold: first, many issues have been identified and resolved prior to submitting the completed plans for review; and secondly, it has been a great learning experience for our younger staff due to the interaction with senior staff and the exposure to different plan types and studies prepared by other disciplines.

Appendix

APPENDIX

List of submittals

- Non-Collusion Affidavit
- Affidavit of Non-Conviction
- Vendor Information
- References Page
- Proposal Fee Schedule
- Addenda Acknowledgement

Team Resumes

The staff specifically assigned to this project will be available and committed to providing the requested planning and engineering review services and meeting the schedules identified by the City of Moreno Valley. One of RBF/Baker's strength's is the size and range of specialties of our staff. This range of specialties allows RBF/Baker to assign a specific reviewer to a task, a reviewer with specific experience reviewing and preparing similar studies or construction plans. The following individuals are the primary reviewers that would be assigned to this project, although additional individuals may be assigned as the specific task or volume of work dictates.

Fee Schedule

RBF/Baker has included a Fee Schedule which will be valid for at least one (1) year from the effective date of the contract. The schedule of fees provides the services outlined for this contract.

Insurance Certificate

RBF maintains the required insurance coverage and proof of insurance is submitted at the end of this section.

INSURANCE	AMOUNT
General Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate
Property Damage	(Covered under general liability)
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000 per claim \$2,000,000 annual aggregate
Worker's Compensation	\$1,000,000
Excess Liability	\$10,000,000

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside }

On September 15, 2014 before me, Tina Anthony - Notary Public
Date Here Insert Name and Title of the Officer

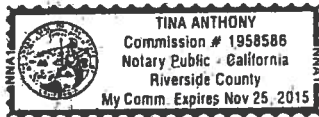
personally appeared John Tanner, PE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature 
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proposal for Engineering Plan Check Consultant Services VAG14/15-03

Document Date: September 15, 2014 Number of Pages: 12

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

I am the Vice President/Office Manager and the duly authorized
(Title)

Representative of the firm of: RBF Consulting, A Company of Michael Baker International
(Name of Corporation)

Whose address is: 40810 County Center Drive, Suite 100, Temecula, CA 92591

_____ And that

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, and of its officers, directors, or partners, or any of its employees directory involved in obtaining Contracts with the City have been convicted of, or have plead *nolo contendere* to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State of the Federal government (conduct prior to July 1, 1977 is not required to be reported).

State "none" or, as appropriate, list any convection, plea or admission described in paragraph two above, with the data, court, official, or administrative body; the individuals involved and their position with the firm, and sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the City to make a determination. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the City may terminate ant Contract awarded and may take any other action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature:  Date: September 5, 2014

Printed Name John Tanner, III, PE Title: Vice President/Office Manager

Name of firm: RBF Consulting, A Company of Michael Baker International

VENDOR INFORMATION

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: RBF Consulting, a Company of Baker International

Owner / Manager Name: John Tanner, III, PE

PO Mailing Address: 40810 County Center Drive, Suite 100

City: Temecula State CA Zip 92591

Remit to Address (if different from PO mailing address)

City: _____ State _____ Zip _____

Web Site: www.mbakertnl.com

Phone Number: 951.676.8042

Fax Number: 951.676.7240

E-mail Address: jtanner@mbakertnl.com


Incorporated? (mark one) Yes or No

Fed. Tax I.D. # or Social # 95-224-7293

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? _____

How many years of relevant experience within the scope of this RFP? _____

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal # VAG-11/12-04 have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

<u>John Tanner, III, PE</u>	<u>Vice President/Office Manager</u>
(Print Quoting Persons Name)	(Title)
	<u>September 15, 2014</u>
(Quoting Persons Signature)	(Date)

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years - Public or Governmental Agencies preferred. (Type or Print)

1. Name of Public Agency: City of Murrieta

Address: 1 Town Square

City: Murrieta State: CA Zip: 92562

Contact: Cynthia Clark /Bob Moehling Title: Clark - Development Services Technician
Moehling - City Engineer

Telephone: (951) 461-6039/ 461-6036 Email: cclark@murrieta.org

Service Dates: Ongoing

Brief Summary of Project/Work provided: Plan Checking Services for Engineering, Traffic and Mapping

Traffic engineering plan checking to ensure compliance with City, County and State standards; and plan review including signing and striping plans, stage construction/traffic handling plans, and traffic signal Plans. RBF provided on-call map checking services which included tract maps, parcel maps, certificates of corrections and legal descriptions

2. Name of Public Agency: City of Menifee

Address: 29714 Haun Road

City: Menifee State: CA Zip: 92586

Contact: City Officials have changed
Contact the City directly for reference Title: _____

Telephone: (951) 672-6777 Email: _____

Service Dates: 20010-2012

Brief Summary of Project/Work provided: _____

Extension to the staff for Plan Checking and Development Plan Review on Preparation on condition of Approvals Services.

3. Name of Public Agency: City of Carlsbad
Address: 1635 Faraday Avenue
City: Carlsbad State: CA Zip: 92008
Contact: Glen Van Peski Title: Community & Econ Development Director
Telephone: (760) 602-2783 Email: glen.vanpeski@carlsbadca.gov
Service Dates: 2010 - Ongoing

Brief Summary of Project/Work provided: _____

RBF provided the City of Carlsbad (City) with professional engineering and land surveying plan check services on an as-needed basis. Our work involved the review of plans, studies, calculations, maps, and supporting documents for conformance with state and local requirements and accepted practices. All plans were checked in accordance with the latest edition of the City's Project Engineer's Manual and Standards for Design & Construction of Public Works Improvements in the City of Carlsbad.

Insert fee proposal here and include this signature page.

(See Attached Fee schedule)

Company Name: RBF Consulting, A Company of Michael Baker International
(print)

Authorized Signer: John Tanner, III, PE, Vice President/Office Manager
(print)

Signature:  **Date:** September 15, 2014

Michael Baker

INTERNATIONAL HOURLY RATE SCHEDULE

Effective September 2014 through September 2015

OFFICE PERSONNEL	\$/ Hr.
Senior Principal	\$275.00
Principal.....	250.00
Project Director.....	225.00
Program Manager.....	215.00
Senior Project Manager.....	200.00
Project Manager.....	195.00
Structural Engineer.....	195.00
Technical Manager.....	185.00
Senior Engineer.....	168.00
Senior Planner.....	168.00
Electrical Engineer.....	168.00
Landscape Architect.....	154.00
Senior GIS Analyst.....	154.00
Project Engineer.....	152.00
Project Planner.....	152.00
Survey Crew Support Manager.....	149.00
Environmental Specialist.....	142.00
Design Engineer/Senior Designer/Mapper.....	139.00
GIS Analyst.....	126.00
Designer/Planner.....	122.00
Project Coordinator.....	113.00
Graphic Artist.....	100.00
Environmental Analyst/Staff Planner.....	100.00
Design Technician.....	100.00
Assistant Engineer/Planner.....	96.00
Permit Processor.....	85.00
Engineering Aid/Planning Aid.....	77.00
Office Support/ Clerical.....	65.00

SURVEY PERSONNEL

2-Person Survey Crew.....	\$250.00
1-Person Survey Crew.....	165.00
Licensed Surveyor.....	185.00
Field Supervisor.....	175.00

CONSTRUCTION MANAGEMENT PERSONNEL

Principal Construction Manager.....	\$220.00
Construction Manager.....	195.00
Contract Manager.....	170.00
Resident Engineer.....	165.00
Construction Inspector (Prevailing Wage).....	140.00
Construction Inspector (Non-Prevailing Wage).....	120.00
Field Office Engineer.....	115.00
Construction Technician.....	97.00

Note:

Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%. A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance. Vehicle mileage will be charged as an additional cost at the IRS approved rate.

The schedule of fees provide the services outlined in proposal shall not exceed the following percentage of the City's collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans), (b) plan review on an hourly basis for those projects designated by the City where fees are based on time and material, (c) expedited plan review, (d) other services provided as appropriate.

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

Addendum No.: Addendum No. 1 Dated September 3, 2014

Addendum No.: Addendum No. 2 Dated September 4, 2014

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Company Name: RBF Consulting, a Company of Michael Baker International

Address: 40810 County Center Drive, Suite 100, Temecula, CA 92591

Telephone No.: 951-676-8042

Email Address: jtanner@mbakerintl.com

By: John Tanner, III, PE
(print)

Signature:  Date: September 15, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Pittsburgh PA Office Dominion Tower, 10th Floor 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED RBF Consulting PO Box 57057 Irvine CA 92619-7057 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: Lloyd's Syndicate No. 2623		AA1128623
	INSURER D: Liberty Insurance Corporation		42404
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570054602002** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> BFPD, XCU GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2681004145714	06/30/2014	08/30/2015	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2-681-004145-724	06/30/2014	08/30/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE018085867	06/30/2013	08/30/2014	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WA768D004145694 AOS WC7681004145704 WI	06/30/2014	08/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D			N/A		06/30/2014	08/30/2015	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	<input checked="" type="checkbox"/> E&O-PL-Primary			QC1402675 Professional & Pollution SIR applies per policy terms & conditions	06/30/2014	08/31/2015	Per Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Proposal Use Only.

CERTIFICATE HOLDER RBF Consulting PO Box 57057 Irvine CA 92619 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	--

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ACORD 25 (2014/01)

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Item No. A.4

Holder Identifier : ABCDEFGH Certificate No : 570054602002

Darin P. Johnson, P.E.

Principal In Charge

Mr. Johnson is a registered Civil Engineer with many years of civil engineering and structural design experience with public works projects. He has been responsible for the preparation of plans, specifications and estimates (PS&E) for freeway improvement, interchange, arterial roadway, and local agency roadway improvement projects.

RELEVANT EXPERIENCE:

On-Call Survey and Mapping Services (Los Angeles County, CA) 2008 - Principal-in-Charge. Under a two-year, on-call contract to provide surveying and mapping services for various projects located throughout the County of Los Angeles for the Los Angeles County Department of Public Works, RBF provided aerial and supplemental ground topographic surveys, digital terrain modeling, volume calculations, boundary and right-of-way surveys. The projects included various water resources and watershed protection facilities, dams, debris basins and spreading grounds. Deliverables were submitted in Microstation and In-Roads digital files that incorporated the County CADD specifications and cell library, storage tables, weekly status reports and final survey reports.

RiverPark Right-of-Way Mapping (Oxnard, CA) 2007 - Principal-in-Charge. RBF provided right-of-way mapping for dedication and acquisition documents. The project included coordination between the City of Oxnard and the developer of this master planned community. The mapping was required to abandon approximately two miles of road right-of-ways and utility easements and the dedication or widening of additional road right-of-ways and easements.

Interstate 15 / Nutmeg Street Overcrossing (Murrieta, CA) 1999-2000 - Project Engineer. RBF was for the design of Nutmeg Street over four lanes of Route 15. The project included a two span reinforced concrete overcrossing, street layout, grading, stage construction and soundwalls.

Interstate 15 / State Route 79 South Interchange (Temecula, CA) 2012 - Independent Control Reviewer. RBF provided transportation planning services for the development of six interchange alternatives, which were documented and approved through Caltrans District 8 in a Project Study Report. RBF then completed a Project Report, Modified Access Report and combined CEQA/NEPA document for the Recommended Build Alternative, which required close coordination with both Caltrans District 8 and the Federal Highway Administration. The project involved an

Registration:

1990, Civil Engineer, CA, 46405

2000, Civil Engineer, NV,
014637

2000, Civil Engineer, AZ, 35388

Years of Experience: 30

Education:

M.B.A., 1989, Business
Administration, Georgia
State University

B.S., 1983, Civil Engineering,
North Dakota State
University

Professional Affiliations:

American Society of Civil
Engineers

American Public Works
Association

extensive Native American Consultation component to ensure project compatibility with highly sensitive Native American resources adjacent to the project site. RBF then developed final design plans, specifications and estimate (PS&E). Preparation of construction plans included: roadway layouts and profiles, bridge plans, retaining walls, grading, drainage, signing, striping, lighting, traffic signal, and stage construction.

Interstate 10 / Jefferson Street Interchange Improvements (Indio, CA) 2009 - Engineering Design Manager. RBF was responsible for the preparation of the Project Report (PR), Modified Access Report (MAR), and plans, specifications, and estimate (PS&E) for the I-10/Jefferson Street interchange improvements. The modifications included replacement and relocation of the Jefferson Street/I-10 overcrossing, additional loop on-ramps, realignment of Varner Road and Jefferson Street. RBF was responsible for the alternative analysis and design, roadway design, traffic studies, drainage studies, and structure advance planning studies. RBF also developed the final PS&E. Preparation of construction plans included: roadway layouts and profiles, bridge plans, retaining walls, grading, drainage, signing, striping, lighting, traffic signal, and stage construction.

Interstate 10/Indian Hill Boulevard EB Off-Ramp Widening (Claremont, CA) 1995-1998 - Prior to joining RBF, Mr. Johnson served as Project Manager responsible for the preparation of the PS&E for the widening of the eastbound off-ramp from I-10 to Indian Hill Boulevard in the City of Claremont. The project includes layouts, profiles, drainage, electrical, traffic, stage construction, and landscaping plans.

Caltrans District 8, Roadway Widening and Pavement Rehabilitation Project (Riverside County, CA) 1992-1994 - Prior to joining RBF, Mr. Johnson served as Project Manager/Project Engineer for the widening and pavement rehabilitation of a two-mile section of State Route 62 in Riverside County. Mr. Johnson was responsible for the horizontal and vertical alignment design, pavement design, grading, retaining wall layouts, and preliminary drainage design for the project. An InRoads digital terrain model was used to aid in the design of this project.

Caltrans District 8, Pavement Rehabilitation Project (Riverside County, CA) 1992-1994 - Prior to joining RBF, Mr. Johnson served as Project Manager/Project Engineer for the pavement rehabilitation of a seven-mile section of State Route 74 in Riverside County.

John D. Tanner III, PE

Plan Check Manager/Land Development Review

Mr. Tanner is a licensed engineer in the State of California with extensive commercial and land development experience. He has served as Project Manager for numerous projects in Riverside and San Diego County.

As the Land Development Manager, Mr. Tanner is responsible for the preparation of all improvement plans in the Temecula regional office. He is also responsible for contact negotiations, assigning members to project teams, coordination with government agencies, and project scheduling.

RELEVANT EXPERIENCE:

Moreno Valley Ranch (Moreno Valley, CA) - Mr. Tanner served as Senior Project Manager for this 436 lot residential subdivision. The project also included the design of the Moreno Valley City Sports Park facility and an apartment complex.

Lasselle Apartment Complex (Moreno Valley, CA) - Mr. Tanner served as Project Manager for preliminary and final engineering of this 15-acre Apartment Project in the City of Moreno Valley.

The Villages at Paseo Del Sol (Temecula, CA) – Mr. Tanner is serving as Project Director on this 34 acre multifamily subdivision which consists of 308 Apartment units and 483-plex condominium units for a total of 144 units and a recreation center complex.

Golden Triangle (Murrieta, CA) - Mr. Tanner is serving as the Project Director for this 70-acre, 1,100,000 square foot mall site located in the City of Murrieta. The Project is multi-faceted and includes preliminary engineering/tentative maps and final engineering of all on and off-site improvements.

Temecula Village - Apartments and Commercial (Multi-Use) (Temecula, CA) - Mr. Tanner is serving as Project Manager for a peer review, Quality Control Effort on this 23-acre, multiuse project, which consists of 160 apartment units and 78,000 square feet of retail/office development.

Garrett Ranch Mall (Hemet, CA) - Mr. Tanner is serving as the Project Director for this 100-acre, mall site located in Hemet. The project is multi-faceted from preliminary engineering/tentative maps through final engineering and construction staking for the 1,300,000 square foot mall and multi-tenant units. The project includes off-site improvements to adjacent Warren Road, Meyers Road and Florida Avenue (State Route 74).

Registration:

2000, Registered Civil Engineer,
CA, 60132

Years of Experience: 20

Education:

B.S., 1995, Civil Engineering,
San Jose State University

Professional Affiliations:

Member, ASCE (San Diego
Chapter)

Membership Committee

Member, Building Industry
Association, Riverside
Chapter.

John D. Tanner III, PE
Plan Check Manager/Land Development Review

Saint Peter's Catholic Church Expansion Project (Fallbrook, CA) - Mr. Tanner served as the Senior Project Manager for the expansion of Saint Peter's Catholic Church. Mr. Tanner was responsible for the design and coordination of all onsite and offsite improvement plans.

Springbook Estates (Highgrove, CA) - Mr. Tanner is serving as Project Director for the 650 residential lots that include county street and infrastructure improvements for Spring Street, Center Street and approximately 3 miles of off-site gravity sewer line. The Project also includes the preliminary layout of the future Highgrove Sports Park Complex.

Country Roads Project (Riverside County, CA) - Mr. Tanner served as the Senior Project Manager for this 241 residential lot subdivision. The project includes an onsite sewer lift station and County project road improvements for Clinton Keith Road and Briggs Road.

Harveston Master-Planned Community (Temecula, CA) - Mr. Tanner is serving as the Senior Project Manager for this 550-acre multi-land use specific plan. His duties include oversight of onsite and offsite improvement plans for 1,920 residential lots that included a variety of traditional and non-traditional residential single family attached and detached housing.

Harveston Community Park (Temecula, CA) - Project Engineer for this state-of-the-art regional sports park facility. The sports park included softball fields, soccer fields, concession and restroom facilities, a picnic pavilion, parking lots and numerous sidewalks. RBF provided design, construction staking, rough grading and backbone infrastructure for this project. Special attention was taken in this park design on drainage capabilities and specialty lighting.

Barratt American's Sagewood/Sagecrest Project (Riverside County, CA) - Mr. Tanner served as the Project Manager for this 118-acre, 362 lot subdivision. The project included the design of a 6,000 cfs flood channel facility, approximately 300 feet of Caltrans street widening improvement plans for Winchester Road (Highway 79), the design and coordination of a four cell concrete arch culvert channel crossing, and a series of environmental constraints, which impacted the site.

Crowne Hill (Temecula, CA) - Mr. Tanner served as Project Manager for this 260 acre, 684 lot subdivision. The project includes the design of two city maintained park sites, a future school site, the design of four storm water mitigation basins and various environmental constraints throughout the site. Noted accomplishments include a six month timeline to complete all infrastructure design and final mapping. The tentative map was set to expire for the last time in August 2001. Mr. Tanner succeeded in obtaining all required approvals, including City Council approval of the final map prior to the expiration date.

Crowne Hill Estate Lots (Temecula, CA) - Mr. Tanner served as Project Engineer for this 111 acre, 28 estate lot subdivision. The project includes the design of four storm water mitigation basins and the coordination of various environmental issues

Crowne Hill Tract 23143-2, 3 and 4 (Temecula, CA) - Mr. Tanner provided engineering support services to Richmond American Homes throughout the rough grading and infrastructure construction phases of this

John D. Tanner III, PE
Plan Check Manager/Land Development Review

83 acre project. Mr. Tanner was responsible for the precise grading of all 249 residential lots as well as managing various tasks needed by the client.

Greer Ranch (Murrieta, CA) - Mr. Tanner is served as Project Engineer for this 270 acre, 416 lot master planned community. The project includes the design of all on-site infrastructure.

Nutmeg Apartment Complex (Murrieta, CA) - Mr. Tanner is serving as Project Manager for final engineering of this 14-acre, 210 unit apartment project, which includes off-site street improvements to Washington Street and Nutmeg Avenue.

Copper Canyon (Murrieta, CA) - Mr. Tanner served as Project Engineer for the precise grading portion of this project which contains 242 residential lots.

Lowe's Home Improvement Warehouse (Temecula, CA) - Mr. Tanner served as Project Engineer for this 21 acre site. Services provided included aerial topography, A.L.T.A. survey, conceptual grading and site layout, final mapping and final engineering services. This project was completed on schedule.

Siggy's Restaurant (Temecula, CA) - Mr. Tanner served as Project Engineer for the final engineering design for Siggy's Restaurant facility within the Lucky Shopping Center at Margarita Road and South Highway 79.

Jackson Avenue Improvement Plans - CIP 8335 (Murrieta, CA) - Mr. Tanner served as Senior Project Manager for the City of Murrieta Capitol Improvement Project, which connects Ynez Road at the northerly Temecula City Limit Line to Jackson Avenue approximately 1 mile to the north. Aside from the road and utility relocation designs, the project consists of a six (6) cell arch culvert crossing at Warm Springs Creek and associated environmental clearances and regulatory permits.

Valley Substation Expansion for SCE (Menifee, CA) - Mr. Tanner served as Senior Project Manager for this expansion project at the Southern California Edison 500kv Stepdown Substation. The scope of work included on-site parking lot expansion, on and off-site utility improvements and a 3,000 s.f. pre-fab steel building for this LEED Silver project.

Winchester Road (Highway 79) Improvement Plans - (French Valley, CA) - Mr. Tanner served as Senior Project Manager for the widening of Highway 79 in French Valley, as required by the Barratt American Sky View Condominium Project. This project consisted of approximately 3,500 LF of highway widening, storm drain extensions and sewer connection jack & bore permits through Caltrans and Eastern Municipal Water District.

Highway 74 Improvement Plans - (Menifee, CA) - Mr. Tanner served as Senior Project Manager for the widening of Highway 74 in Menifee, as required by the SCE Administrative Complex Expansion Project. This project consisted of approximately 3,300 LF of highway widening and utility relocations. This was a Caltrans project.

Miguel Gonzalez, PE, LEED AP

Land Development Review

Mr. Gonzalez currently serves as a Project Manager in the Land Development Department of the Temecula regional office. He is responsible for overseeing the preparation of improvement plans for grading, street design, storm drain, sewer and water plans, and providing engineering support as required for due diligences, specific plans, and tentative tract maps. He has a diverse background with civil and electrical engineering with emphasis in land development, public works, construction management and retrofit of certain industrial sites.

RELEVANT EXPERIENCE:

Land Development - Residential

Spencer's Crossing by Lennar Homes of California (Riverside County, CA) - Served as Project Manager on this RBF project with the responsibility of preparing rough grading plans, street improvement plans, and utility design for roughly 1700 units in this 600 acre development. As part of this development Mr. Gonzalez managed the civil engineering for a multi-use Sports Park, Recreation Center (The Club at Spencer's Crossing), multiple public park facilities, and off-site back bone infrastructure to provide access and services.

TR 30344 by Blackmon Homes (Corona, CA) - Sub-division project with 16 residential lots in a 5.1 adjusted gross acre site. Served as a project engineer for the final engineering. Prepared rough grade, precise grade, street improvement, storm drain and wet utility plans.

Chase Ranch East by Brookfield Homes (Corona, CA) - Sub-division project with 150+ residential lots with an average of 10,000 SF. Served as project engineer for the final engineering preparing rough grade, precise grade, street improvement, storm drain and wet utility plans. Offsite improvements for this development included Masters Drive and Foothill Parkway at tract entry per City master plan.

Santa Barbara by Amberhill (Riverside, CA) - Tract 29766 on approximately 20.2 adjusted gross acres at Bery and Trautwein Roads. Project consisted of 27 semi-custom single-family residential units in a Low-Density General Plan designation. Served a project engineer for the preliminary, final engineering and construction support of this project.

Registration:

2001, Civil Engineer, CA, 61561

1990, Civil Engineer, Baja California, 5030/90

1987, Civil Engineer, Mexico, 1129464

2009, Leadership in Energy and Environmental Design (LEED)

Years of Experience: 27

Education:

B.S., 1985, Civil Engineering, University of Guanajuato, Mexico

C.A., 1991, Industrial Electricity, San Diego City College

M.S., 1995, Civil Engineering, San Diego State University

Professional Affiliations:

Member, American Society of Civil Engineers

Member, Building Industry Association, Riverside Chapter

Miguel Gonzalez, PE, LEED AP

Land Development Review

Tract 15947 and 15948 by John Laing Homes (Rancho Cucamonga, CA) - These projects consisted of single-family residential sub-division with 71 residential lots in 19.4 gross acres parcel. Mr. Gonzalez served as a project engineer for the preliminary, final engineering and construction support of this project. Off-site improvement plans were prepared along the project frontage for Baseline Road and Etiwanda Avenue widening.

The Triangle (Murrieta, CA) - RBF is currently providing survey and mapping, Specific Plan / EIR support, and preliminary and final engineering for a 1.3 million square-foot mall project in the City of Murrieta. The project includes class 'A' office, retail / commercial shops, major tenants, parking structures, hotel and entertainment features in a 61-acre wedge framed parcel by Interstates 15 and 215 and Murrieta Hot Springs Road. Mr. Gonzalez is acting as project engineer and liaison for the off-site improvements for this project.

Santana Park Expansion (Corona, CA) - Addition of approximately 1.5 acres to existing park site after vacation of one segment of Garretson Avenue per the construction of Magnolia Avenue. Served as a project engineer for precise grading plans and drainage for new walkways, enlargement of one ball field and additional parking lot.

Chase Drive Intersection at Hudson Avenue and Taroco Dive (Corona, CA) - This was a public works project to vacate a section of Chase Drive between Hudson Avenue and Taroco Dive by designing knuckles at these intersections. The intention of this project was to redesign Chase Drive for local access only. A small park with pedestrian access was designed in the vacated road. Served as project engineer for the design of street improvement plans and drainage facilities.

Magnolia Avenue and Main Street realignment (Corona, CA) - Public works project. Served as a project engineer for the realignment of Main Street at the intersection of Magnolia Avenue to divert commuter traffic to I-15 instead of going thru downtown corona to access I-91. Street striping and street improvement plans were prepared with emphasis to existing appurtenances that needed relocation and matching existing driveway approaches.

24" Water line in Ontario Avenue (Corona, CA) - Public works project to loop water system. Served as project engineer for the 2 phases of this project in one of the busiest streets in the City of Corona. Project required extensive potholing of underground utilities with little or no records. A section of the pipeline was designed on the public parkway to cross above RCFC & WCD main street channel.

Main Street and Downtown Corona Water Main Replacement (Corona, CA) - Public works project to replace aging water lines in the city of Corona. Served as project engineer for the design and identified possible conflicts at each lot with water connection affected by this project to minimize disruption of service to users.

Uptown Yucaipa Streetscape (Yucaipa, CA) - Public works Project. Mr. Gonzalez served as public works inspector and assisted with the construction management of California Street renovation between Yucaipa Avenue and Avenue B. New street section with decorative crosswalks and sidewalks, streetlights, landscape planters, tree wells, and hardscape was constructed to enhance the look of this business area. All businesses remained open during construction. California Street was open back to the public one day before the Christmas parade as scheduled.

Miguel Gonzalez, PE, LEED AP

Land Development Review

Oak Glen Road Widening and Sunnyside Drive Realignment (Yucaipa CA) - Public Works Project. Served as a public works inspector and construction manager. A section of 3,500' of Oak Glen was widened to ultimate improvements in front of the Yucaipa Community Park. Sunnyside Drive is the primary access to a residential tract and Ridgeview Elementary School. Both roads remained open during construction with minimum traffic disruption.

Extension of Potato Creek RCB Culvert at Bryant Street (Yucaipa, CA) - Public Works Project. Mr. Gonzalez served as a public works inspector representing the City of Yucaipa and coordinating with San Bernardino Flood Control District.

Eastvale, MDP line D-3, Stage 4 (County of Riverside, CA) - Mr. Gonzalez was the project engineer for the design, approval and utility coordination for this 5,400' of "missing link" storm drain along Cleveland Avenue. It tied to existing RCFC & WCD facilities at both ends.

Anna Lantin, PE, CPSWQ, CPESC

Hydrologic/Hydraulic Studies

Ms. Lantin's engineering experience involves civil and water resources engineering, specializing in storm water management and water quality. She has extensive experience in storm water management projects in the State including storm water quality research studies, Best Management Practices (BMP) design, construction oversight, BMP implementation, water quality monitoring, operation and maintenance, and performance data analysis. Her experience includes drainage master plans, hydrologic analysis of watersheds, water resources analysis, hydraulics analyses, erosion and sedimentation analyses, floodplain management, floodplain economic analyses, feasibility studies, alternative analysis, concept design, cost estimating, and report writing. Ms. Lantin has experience working with numerous agencies including California Department of Transportation (Caltrans), the U.S. Army Corps of Engineers, Los Angeles County Department of Public Works, Riverside County, San Bernardino County, Orange County, Federal and State Wildlife agencies of California, Arizona, Colorado, Nevada, Illinois, and local agencies.

RELEVANT EXPERIENCE:

AASHTO Stormwater Handbook (Nationwide) 2009 - Project Manager. RBF prepared the first Stormwater Practitioners Handbook for use by Departments of Transportation (DOTs). The handbook was prepared for the American Association of Highway Transportation Officials (AASHTO) Center for Environmental Excellence (Center). Supplement to the nationwide collaboration, RBF facilitates a monthly Stormwater Management Community of Practice (CoP).

Caltrans State Highway Hydromodification Requirements (Contract No. 43A0182) (Southern CA) 2008 - Ms. Lantin assisted with evaluating Caltrans highway and facility projects and provided analysis and recommendations that could be used to develop guidance for mitigation of hydromodification impacts. The process involved defining conditions requiring hydromodification analysis; reviewing current hydrology/hydraulics design criteria for mitigating potential hydromodification effects; evaluating the effect of selected SWMP approved best management practices (BMPs); developing preliminary analysis and design guidelines for hydromodification mitigation. Design features recommended included consideration of downstream effects related to potentially increased flow, such as peak flow attenuation basins; preservation of existing vegetation; concentrated flow conveyance systems, including ditches, berms, dikes and swales; overside drains; flared culvert end sections; and outlet protection velocity dissipation

Registration:

1995, Civil Engineer, CA, 55043

2000, Civil Engineer, AZ, 34529

2006, Civil Engineer, TN,
109830

2008, Civil Engineer, NV, 19813

2004, Certified Professional in
Erosion and Sediment
Control, 2781

2004, Certified Professional in
Storm Water Quality, 0079

Years of Experience: 25

Education:

B.S., 1990, Civil Engineering,
Colorado State University

Post Graduate Studies, Colorado
State University

Professional Affiliations:

Chair, California Stormwater
Quality Association (CASQA)
BMP Subcommittee

Member, International Erosion
Control Association

Member, American Society of
Civil Engineers

devices; and slope/surface protection systems, such as vegetated surfaces and hard surfaces.

Caltrans Enforcement Action Tracking (Contract No. 43A0182 - Task Order 26) (Statewide, CA) 2009 - Task Order / Contract Manager. RBF has been assisting Caltrans headquarters with tracking and assessing enforcement actions issued to Caltrans. RBF has collected information on over 350 current and historic Regional Water Quality Control Board enforcement actions (1998-2008) for violations of the Caltrans Statewide Stormwater Permit, Order No. 99-06-DWQ. The enforcement actions have been compiled in a database, which is updated as new enforcement actions are received from Headquarters. Enforcement actions evaluated include informal actions (Staff Enforcement Letters and Notices of Violation) and formal actions (Administrative Civil Liability) which usually include a monetary penalty.

Caltrans Storm Water Program Annual Report and Program Effectiveness Assessment (Contract No. 43A0182) (Statewide, CA) 2007 - Project Manager. Prepare Caltrans Annual Report and Program Effectiveness Assessment of each of the storm water program elements including: storm water research, planning and design, construction, maintenance (roadway and facilities), TMDLs, BMP implementation, Training, and Regional Workplans for each of the 12 Districts coordinated with nine Regional Boards. Ms. Lantin has managed the development of the Annual Report for the past four years. The Annual Reports are submitted to the State Water Resources Control Board.

Storm Water Permit Review Assistance - Caltrans (Contract No. 43A0182) (Statewide, CA) 2005 - Project Manager. RBF assisted Caltrans on reviews of proposed new storm water permits, permit renewals, amendments, or new orders related to MS4 communities, Phase I or Phase II communities, and other storm water permits that may affect the Departments Statewide Permit or Departments activities.

California On-Call Technical and Professional Storm Water Services (Contract No. 43A0182) (Statewide, California) 2009 - Contract Manager. RBF, under a three-year contract with the State of California, Department of Transportation (Caltrans), is providing on-call statewide storm water services. Work under this contract is related to continued development and refinement of Caltrans' statewide Storm Water Management Program, whose goal is to integrate appropriate storm water control activities into ongoing activities and thus make control of storm water pollution a part of Caltrans' normal business practices.

Tennessee Statewide Storm Water Management Plan (SSWMP) (State of Tennessee) 2008 - Project Manager. RBF, under contract with the State of Tennessee, Department of Transportation (TDOT), is assisting the State in its efforts to develop a comprehensive Statewide Storm Water Management Plan (SSWMP) for highway projects. The SSWMP will address storm water management considerations and responsibilities at successive stages of project development, including environmental planning, design, construction, and maintenance.

Caltrans Statewide TMDL Assistance (Contract No. 43A0182) (Statewide, CA) 2009 - Ms. Lantin served as Project Manager to the Department of Transportation (Caltrans) to address issues pertaining to Total Maximum Daily Loads (TMDLs) throughout the State of California. Liabilities to Caltrans were assessed, technical feasibility of implementation plans was reviewed, technical report reviews were provided and comments on documents developed by the State Water Resources Control Board and the Regional Water Quality Control Board in their development of TMDLs were provided. Technical guidance was also provided on the selection of the treatment controls proven effective on control for the pollutant of concern. TMDLs to address nutrients, bacteria, sediment, mercury, metals and trash were evaluated.

Caltrans, Ocean Plan and ASBS Assistance (Contract No. 43A0182) (Statewide, CA) 2007 - Project Manager addressing the Ocean Plan conditions, treatment control measures, and the State's plan on addressing Areas of Sensitive Biological Significance (ASBS also referred to as the Storm Water Quality Protection Areas, SWQPAs). With Highway 1, State Route 101, and other Caltrans facilities along the coastline, there are potentially 16 of the 34 ASBS sites that may receive storm water discharge. The ASBS sites range from less than one mile to almost 30 miles long. Project tasks include site assessment, development of control measures, conceptual plan of flow redirection, and a water quality plan to address the Ocean Plan requirements.

Caltrans, Storm Water Management Plan (SWMP) (Contract No. 43A0182) (Statewide, CA) 2007 - Project Manager. This program describes how Caltrans addresses storm water pollution control related to Department activities, including planning, design, construction, maintenance, and operation of transportation facilities. The SWMP was prepared as the application for the renewal for the Statewide NPDES permit. The SWMP addresses the State's BMP program, measurable goals and objectives.

Caltrans On-Call Statewide Storm Water Services (Contract 43A0182) - Ms. Lantin is serving as Contract Manager for a multi-million, multi-year as-needed services contract with the California Department of Transportation (Caltrans) for technical and professional storm water services to assist the State in complying with court orders and fulfilling NPDES Permit obligations.

Statewide Storm Water Management Plan, Caltrans (Contract No. 43A0182) (Statewide, CA) 2004 - Ms. Lantin is currently Project Manager on the development of the Caltrans Statewide Storm Water Management Plan which outlines the statewide plan for addressing compliance on the National Pollutant Discharge Elimination System NPDES Permit. The SWMP was developed for the purpose of describing the procedures and practices that Caltrans uses to reduce the discharge of pollutants to storm drainage systems and receiving waters. The SWMP implements the Statewide Storm Water NPDES Permit, the Statewide General Waste Discharge Requirements (WDRs) and the Construction General Permit. The plan is being developed to address storm water pollution control related to project planning, design, construction and maintenance of Caltrans highways, and operation and maintenance of facilities and properties owned by Caltrans.

Riverside County Flood Control Water Conservation District NPDES Program (Riverside County, CA) 2003 - Ms. Lantin is Task Manager for an ongoing District and county-wide water quality project to provide the County Storm Water Program with support in identification of BMP retrofitting opportunities throughout the District and County boundaries within the Santa Ana Watershed Region. Water quality BMP retrofit within County public infrastructure including existing flood control facilities (channels, basins, public right-of-way). BMPs to be evaluated will include extended detention basins, sand filters, constructed wetlands, biofilters, and other proprietary devices.

Caltrans Hydraulically Designed (CHD) Biofilter Study (Contract No. 43A0051) (Statewide, CA) 2001 - This multi-year, multi-million dollar study is a biofilter strip evaluation program using test sites throughout the State of California (Counties of Marin, Shasta, Orange, San Diego, Sacramento, and Riverside) for evaluating the storm water runoff water quality effectiveness of existing biofilter strips. Ms. Lantin managed the study, which consists of siting, design, construction, storm water monitoring, and data analysis (over 20 analytes evaluated including TSS, nutrients, metals, others). Recommendations on the design criteria for biofilter strips will be developed for highway application. Ms. Lantin provided

coordination with Districts 2, 3, 4, 8, 11, and 12 and management oversight with efforts provided by several consultants to Caltrans during the siting, design, construction, and monitoring phases of the project. Data analysis and report preparation were made for submittal to Caltrans and the State Water Resources Control Board.

Caltrans Safe Harbors Agreement Background Study on Statewide Implementation of Natural Treatment (Wet Basin) BMPs (Contract No. 43A0051) (Statewide, CA) 2003 - Ms. Lantin was Task Manager to a statewide research study to obtain background information to support obtaining a programmatic agreement with various resource agencies regarding the implementation and maintenance of natural treatment devices (wetbasins, construction wetlands, bioretentions, wetponds, and other vegetated treatment systems). Research was conducted on potential wetbasin sites throughout the State, listings of endangered and protected species within each ecological region (grouped by Caltrans District boundaries), and development of potential plant lists for each ecological region used for treatment.

Orange County NPDES Program (Orange County, CA) 2002 - Ms. Lantin is Task Manager for a county-wide water quality project to provide the County Storm Water Program with support in identification of BMP retrofitting opportunities within 13 watersheds. Water quality BMP retrofit within County public infrastructure including existing flood control facilities (channels, basins, public right-of-way). BMPs to be evaluated will include extended detention basins, sand filters, constructed wetlands, biofilters, and other proprietary devices.

WQMP/SWPPPs - Ms. Lantin has also prepared Water Quality Management Plans (WQMP), Storm water Pollution Prevention Plan (SWPPP), and other Runoff Management Plans for various development projects in Northern and Southern California.

Drainage Master Plan for March Air Force Base (Riverside County, CA) 2000 - Ms. Lantin prepared a study for March Joint Powers Authority and Riverside County Flood Control and Water Conservation District to develop the March Air Force Base Reuse Drainage Master Plan. The study addresses drainage deficiencies, development of backbone drainage system alternatives, concept plans, cost estimate, and funding mechanisms for the 10 square mile decommissioned air base. The study was prepared to provide guidance for the project/watershed development for drainage issues as individual projects evolve during the development period of the Reuse Plan.

Other Caltrans Project Involvement include: (1) San Joaquin Hills Transportation Corridor Multiple Bridge Crossing Project at San Diego Creek (Orange Co), and (2) Laguna Canyon Road (SR 133) Widening Project Floodplain Study (Orange County).

Ms. Lantin has also prepared Water Quality Management Plans (WQMP), Storm Water Pollution Prevention Plan (SWPPP), and other Runoff Management Plans for various development projects in Northern and Southern California.

Whitewater River Basin Feasibility Study for the U.S. Army Corps of Engineers, Los Angeles District (Coachella Valley, CA) - Prior to joining RBF, Ms. Lantin was Project Manager for a feasibility-level planning study to determine flood-related problems, constraints, and sand migration effects by aeolian and fluvial transport on an endangered species habitat within the Coachella Valley. Tasks included performing a hydrologic analysis, hydraulic analysis and sediment transport analysis of the Thousand Palms Canyon alluvial fan, formulation of conceptual plans to accommodate flood control measures, sand

Anna Lantin, PE, CPSWQ, CPESC

Hydrologic/Hydraulic Studies

transport, environmental restoration, and potential water conservation. She developed a regional flood control plan which consists of 22 miles of open channel, eight detention basins, 12 miles of levee, and a 1000-acre environmental enhancement feature for a total construction cost of over \$100 million. The study includes technical studies, civil design, and cost estimating.

Antonio Parkway Bridge Scour Analysis (Orange County, CA) - The Antonio Parkway bridge crosses San Juan Creek in South Orange County. Prior to joining RBF, Ms. Lantin conducted a hydraulic analysis, sediment transport analysis and bridge scour analysis of the proposed Antonio Parkway bridge. The study was prepared to determine the hydraulic conditions and potential bridge scour following construction of the bridge. The results of the analysis provided the County with proposed elevations of the footings of the bridge structure. Ms. Lantin also prepared a concept design of the bank protection and bridge pier scour protection structures.

Bridge Scour Analyses of Basilone Road and Stuart Mesa Road Bridges and Floodplain Analysis of the Santa Margarita River (Camp Pendleton, CA) - Prior to joining RBF, Ms. Lantin was the Project Engineer responsible for the hydraulic, erosion and sedimentation analysis, bridge scour analysis for existing and project conditions, and the preparation of the floodplain analysis report. Tasks include the HEC-2 hydraulic analysis, bridge scour analysis, channel stability analysis, evaluation of a proposed levee for protection of Munn Airfield and delineation of the floodplain for 12 miles of the Santa Margarita River.

John A. McCarthy, PE, CFM

Hydrologic/Hydraulic Studies

Mr. McCarthy is experienced in the development, final design, and construction of flood control and drainage projects for public works and private sector projects. Mr. McCarthy's experience is concentrated in the field of storm water management including: hydrology studies, floodplain analysis, drainage studies and runoff management plans, detailed hydraulic analyses, and improvement plan preparation. He has prepared plans, specifications and estimates (PS&E) for public and private sector clients including: California Department of Transportation, Army Corps of Engineers, County of Riverside, County of Orange, County of Ventura, and various cities and private sector clients throughout California.

Mr. McCarthy specializes in the development of complex flood control and runoff management solutions for both public and private sector projects. He has extensive experience in flood control and storm drain facility design, including the design of earthen dam structures for the Army Corps of Engineers, Ventura County, Orange County and State of Nevada.

RELEVANT EXPERIENCE:

Plan Check Services (CA) - Mr. McCarthy provides third party independent reviews and plan check services to numerous agencies throughout California. Services include drainage related plan checks for the Cities of Chino Hills, Simi Valley, and Tustin.

Wilson Creek Eco-System Restoration Project (Coachella Valley, CA) 2009 - Project Manager. RBF is providing hydrologic and hydraulic engineering services for restoration measures that include channel widening, vegetation and habitat establishment, and flood mitigation control measures for this creek system.

Foothill Parkway Westerly Extension (Corona, CA) 2008 - Drainage Manager. RBF is providing professional services for a Project Report, Environmental Document, and Final Plans, Specifications and Estimates (PS&E) for the extension of Foothill Parkway. This also includes preparation of roadway plans, bridge and retaining wall plans, right-of-way engineering, storm drain plans, roadway grading plans, traffic signal plans, landscape and irrigation plans, and construction cost estimates. The project will include the design of two miles of roadway and two new local street intersections located at the south end of the City adjacent to the Cleveland National Forest.

Registration:

1991, Civil Engineer, CA, 47583

2002, Civil Engineer, NV, 15419

2005, Certified Floodplain
Manager, US, 05-01596

Years of Experience: 26

Education:

B.S., 1989, Civil Engineering,
California Polytechnic State
University, San Luis Obispo

Certificate, 1997, Light
Construction and
Development Management

Professional Affiliations:

Member, California Alluvial Fan
Task Force (appointed by
the Director, State of
California Department of
Water Resources)

Member, Consulting Engineers
and Land Surveyors of
California (CELSOC)

Member, American Society of
Civil Engineers

Interstate 15 / Indian Truck Trail Interchange (County of Riverside, CA) - Drainage Manager. Mr. McCarthy serves as Drainage Manager responsible for the preparation of final Plans, Specifications, and Estimates (PS&E) for this interchange traffic capacity increasing improvement project. The interchange improvements include widening of all four ramps, widening of Indian Truck Trail under Interstate 15 by means of tie-back retaining walls, and widening of Temescal Canyon Road.

Hydromodification Map and Documentation for Santa Ana River Watershed (San Bernardino County, CA) 2007 - Project Manager. RBF is providing engineering and GIS services to the San Bernardino County Flood Control District (SBCFCD) to prepare a comprehensive GIS database and mapping of the storm water conveyance facilities within the Santa Ana River Watershed area in San Bernardino County.

Camarillo Ranch Levee and Somis Drain Floodwall Improvement Plans and Letter of Map Revision - Centex (Camarillo, CA) 2002 - Project Engineer. The project involved design and hydraulic modeling for the levee along Calleguas Creek and a floodwall along the Somis Drain. The project included preparation of improvement plans and design report and completion of FEMA CLOMR and LOMR forms as well as processing with the City of Camarillo and FEMA.

SR-241 / SR-261 Drainage System Modifications (Orange County, CA) - Project Manager. Mr. McCarthy serves as Project Manager for the design of modifications to the on-site and cross-drainage facilities on the SR-241 and SR-261 tollroads associated with the adjacent East Orange / Santiago Hills Development. The work effort includes relocation and reconstruction of existing roadway drainage systems, abandonment of obsolete systems, new storm drain, and jacking new storm drain beneath SR-241. The work efforts will also include water quality features and detention basins to meet the water quality goals identified during the planning process.

Mid-County Parkway (Riverside County, CA) - Drainage Manager for a new 32-mile highway planned to accommodate future growth and relieve congestion on existing highways by providing a new route from SR-79 in San Jacinto on the eastern end to I-15 in Corona on the western end. RBF is responsible for the drainage master planning and Storm Water Data Reports for the reach of highway between I-15 and I-215.

Mill Creek Wetlands Project (Riverside County, CA) - Project Manager. Mr. McCarthy provided engineering services that consisted of construction drawings for an inflatable rubber dam diversion system within Mill Creek adjacent to the Orange County Water District's Prado Basin Wetland Treatment Ponds. The purpose of the project was to divert water from Mill Creek into the Prado Basin Wetland Treatment Ponds for nitrate removal.

State Route 71 Dike at Prado Dam (Riverside County, CA) - Project Engineer. Prepared final plans, specifications, and estimates (PS&E) for a 1,400-foot long dike along State Route 71 (SR-71) at Prado Dam, two miles southwest of the City of Corona. All work was prepared in accordance with ACOE design standards. Cost estimates were prepared using MCACES and specifications were prepared in SPECSINTACT. This dike was designed in coordination with Prado Dam and is part of the Santa Ana River Mainstem Flood Control Project. The dike was designed to protect State Route 71 from potential flooding subsequent to the raising of Prado Dam's embankment.

Southern California Logistics Airport (Victorville, CA) 2003 - Drainage manager for master planning studies for water, sewer, and storm drains at the Southern California Logistics Airport. The master plans

incorporate the latest conceptual planning studies for development at the former air base and were completed in two phases. The first phase was performed on a fast-track schedule to facilitate development that includes street alignments and approximately 2,123,000 square feet of manufacturing and warehouse structures (ultimate buildout is expected to be 32 million square feet). Mr. McCarthy was responsible for the preparation hydrology and hydraulics for the on-site and off-site tributary areas, and development of required master plan drainage facilities for the development of the air base.

Gates Area Storm Drain Improvement Project (Lake Forest, CA) 2001 - Project Manager for the preparation of final plans, specifications, and estimates for installation of approximately 2,200 linear feet of new storm drain facilities within the City of Lake Forest. The project involved installation of a new system within an existing neighborhood. The project involved coordination and meetings with the local community, adjacent school, and County of Orange to obtain an encroachment permit to construct a new outlet to the Aliso Creek Channel.

Dry Canyon Stormwater Detention Basin (Simi Valley, CA) 2001 - Project Engineer responsible for final design of a 172-acre-foot detention basin. The basin was designed to provide flood relief to the existing downstream properties, which are subject to flooding during large storm events. The large volume of the basin required that the facility be designed under the jurisdiction of, and require approval from the California Department of Water Resources, Division of Safety of Dams. The principle outlet structure was designed to reduce the 100-year inflow of 3,269 cfs to a maximum outflow of 190 cfs. The emergency spillway was designed to accommodate a 10,000-year storm event. The facility will be owned and maintained by the Ventura County Flood Control District.

Prado Dam Outlet Works Project (Riverside County, CA) 2003 - Project Engineer. Responsible for the final engineering plans, specifications and estimates for a new outlet channel associated with the Prado Dam Improvements for the Los Angeles District, Army Corps of Engineers. The engineering improvements for the dam will raise the spillway crest by 20 feet and the top of the dam by 28.4 feet to a new elevation of 594.4 feet. The outlet channel improvements include the construction of 3,050 lineal feet of a 140-foot wide concrete lined channel designed to convey outlet discharges from the dam of up to 30,000 cubic-feet per second. The project included the development of plans for a stilling basin, energy dissipater, and installation of a gauging station and electronic flow meters to monitor flow rates in the outlet channel.

Central Avenue Realignment (Chino, CA) 1993 - Served as Civil Engineer responsible for the preparation of hydrology and hydraulics reports and storm drain improvement plans for the Central Avenue Realignment. The project included the preparation of a bridge scour analysis and channel improvements at the proposed Central Avenue crossing of Chino Creek.

Oleander Specific Plan (Moreno Valley, CA) 1991 - Served as Project Engineer in charge of the development of hydrologic analyses, floodplain mapping, and the preparation of a storm drain master plan for this 1,450-acre specific plan area. The project also included the hydrologic analysis of the tributary off-site drainage area of approximately 64 square miles. Mr. McCarthy also provided services to obtain a physical map revision from the Federal Emergency Management Agency to the published Flood Insurance Rate Maps for the area based on the floodplain mapping and off-site hydrology analysis. The project included extensive coordination with the City and the approximately 40 separate landowners which made up the Specific Plan area.

Bradley R. Mielke, S.E., P.E.

Structural Engineering

Mr. Mielke is responsible for engineering design and project management for civil and structural engineering projects within RBF. His experience includes a strong background in engineering design, project management, and construction support for both private and public sector clients, as well as design of office, commercial and residential buildings, along with parking structures using UBC, CBC, and OSHPD, DSA, FEMA design criteria constructed of concrete, masonry, steel, and timber. Mr. Mielke also specializes in analyzing and retrofitting existing structures that require repair or require strengthening to resist current seismic loads. He has provided emergency engineering evaluations, inspections and retrofit designs for existing buildings and bridges following earthquakes. Mr. Mielke is a member of the SEAOC, active on the Seismology Committee and is a Team Leader for the Disaster Services Committee.

Mr. Mielke has significant experience in the design of civil engineering structures for public works, including bridges, flood control and water resource facilities, and all types of earth retaining structures. Bridge design experience includes new steel and concrete bridges, inspections, evaluations, repairs, and seismic retrofit design of existing bridges using AASHTO and Caltrans standards. Water resource facilities includes pump station buildings, large pumping fore bay reservoirs, tanks, buried reservoirs, flood control facilities such as channels, box culverts, vaults, tanks, retaining walls and tie-back walls.

Mr. Mielke also has significant experience working with Department of Defense projects providing seismic design for new facilities, evaluation, renovation, and upgrading existing facilities, preparation of RFP's for design build contracts. He is familiar with government design criteria for rehabilitation of existing building including TI909-04, ASCE 41, ASCE 7 and FEMA 440.

Mr. Mielke is also a leader of RBF's Energy Development Group focusing on renewable energy development throughout California, Nevada, and Arizona offices providing Planning, Engineering, and EPC support. From RBF's Palm Desert office, Mr. Mielke helped found CVEP Renewable Energy Roundtable forum where over 80 local business as well as Agency leaders provide energy policy information and develop strategies for expediting renewable energy projects taking advantage of unique natural resources along with building regional economic development. Mr. Mielke led RBF's efforts to organize the 2010 Salton Sea Stakeholders Symposium attended by over 600 people and moderated the panel highlighting Opportunities for Renewable Energy.

Registration:

1981, Civil Engineer, CA, 33334

1986, Structural Engineer,
CA, 2817

1991, Civil Engineer, AZ, 17917

1991, Structural Engineer,
AZ, 32611

1989, Civil Engineer, NV, 7269

1989, Structural Engineer,
NV, 7269

2009, Structural Engineer,
UT, 7287726-2303

Registered Disaster Service
Worker, CA, SA0158

Years of Experience: 36

Education:

B.A., 1978, Management
Engineering, Claremont
Men's College, Claremont,
CA

B.S., 1978,
Architectural/Structural
Engineering, California
Polytechnic University,
San Luis Obispo, CA

Professional Affiliations:

Member, Structural Engineers
Association of California
(SEAOC)

SEAOC Disaster Services
Committee Team Leader

SEAOC Seismology Committee -
Masonry Subcommittee
Chair



Mr. Mielke is also responsible for project management, planning, entitlement, survey, mapping, and engineering design for energy projects within RBF. He interfaces with agencies including, BLM, SCE, IID, City, and County agencies for expedited project delivery regarding project planning and development for several successful projects involving renewable energy.

RELEVANT EXPERIENCE:

Downtown Indio Infrastructure - Phase 1 Civil Improvements - Design Services (Indio, CA) 2009 - Principal-in-Charge. RBF provided full engineering, planning, urban design, landscape architecture, and construction management services for the revitalization of downtown Indio. RBF prepared the landscape concept plan, final construction plans, specifications and estimates, and provided construction management services. The \$4 million dollar project included the removal of existing one way street, angled parking, curbs and sidewalks and the construction of new traffic calming elements, decorative cross walks, decorative concrete sidewalks, two alleys with pedestrian alleys, decorative pedestrian lights, street trees, street furniture, landscaping and irrigation.

Barranca Channel (Tustin, CA) - Structures Manager for 2,900 lineal feet reach of Barranca Channel, Orange County Facility No. F09. Mr. Mielke was responsible for final structural PS&E for the design of channel improvements, which replaces an existing rock riprap-lined channel. New structures include: a double-barrel and single-barrel reinforced concrete boxes (RCB), RCB confluence structures, a maintenance access shaft, warped and rectangular inlet and outlet structures and inclined trash racks.

Peters Canyon Channel (Tustin, CA) - Structures Manager responsible for PS&E of approximately two-mile reach of the Peters Canyon Channel Improvements from the Metrolink Railroad to the Barranca Parkway crossing located in the County of Orange. New structures include: channel lining, warped retaining walls, trail and maintenance road bridge undercrossing structures at Moffet Drive and Edinger Road, widening of Natural Treatment System (NTS) concrete weir structures for Irvine Ranch Water District (IRWD), and confluences with several existing flood control facilities.

I-880 Operational and Safety Improvements at 29th Avenue and 23rd Avenue Overcrossings, Final PS&E (Oakland, CA) 2008 - Structures Engineer/Manager provided structural design oversight. Mr. Mielke was responsible for type selection and final PS&E for Mechanically Stabilized Embankment (MSE) retaining walls and pile supported and conventional spread footing CIP concrete retaining and sound walls as part of the proposed \$75 million I-880 Project by the Oakland and Alameda transportation commissions.

Valley Wells Safety Roadside Rest Area - Caltrans On-Call Contract 08A0822 (Valley Wells, CA) 2005 - Project Manager/Structural Engineer - This project included complete demolition and redevelopment of a Safety Roadside Rest Area (SRRA) facility at a critical location along the Interstate 15 freeway, which experiences heavy usage. Each side of the freeway included demolition of existing structures and rebuilding three new, 'state-of-the-art' buildings on each side of the freeway including facilities for restrooms, welcome center (cultural center), CHP Office, vending areas, and picnic shelters. An open truss structure covers the common area between buildings and includes unique architectural elements with a desert mining theme including CorTen steel roofs and customized concrete forms simulating aged wood textures.

Eisenhower Medical Center - Lucy Curci Cancer Center Parking Structure (Rancho Mirage, CA) 2003 - Project Manager and structural engineer of record for a new three-level parking structure accommodating 200 cars. The structure was constructed using cast-in place concrete walls, post tensioned concrete slabs, with conventional spread footings. Special features included unique triangular plan layout requiring special attention to ramping framing and seismic design. Services included preliminary structural design as well as final plans, specifications, cost estimates, and construction support services.

Orange County Transportation Parking Structure (Santa Ana, CA) 2001 - Project manager and structural engineer in charge of the seismic evaluation for this existing three-level concrete parking structure for parking 850 vehicles and maintenance facility. The structural evaluation included extensive structural analysis of the concrete frame and shear wall building using current UBC and FEMA requirements. Deficiencies were reported and preliminary retrofit design plans and cost estimates were prepared.

Fillmore City Hall (Fillmore, CA) 1997 - Project manager and structural engineer of record for a new 14,000 square foot two-story office and administration building. This neo-classical style building was constructed immediately following the Northridge Earthquake replacing the existing City Hall that was damaged beyond repair. The new structural system utilized steel special moment frame (SMRF) design.

BMW - U.S. Distribution Centers (Oxnard and Ontario, CA) 1995 - Structural engineer in charge evaluating existing tilt-up office buildings warehouses, and two-level concrete parking structure for seismic safety issues.

Lateral 97.1 Pipeline Replacement at Highway 76 for the Coachella Valley Water District (Coachella, CA) - Structural Engineer for on-call services related to a buried 60-inch RCP replacement and concrete division box. Provided calculations, details and construction support services.

El Segundo City Hall and Future Police Building (Los Angeles County, CA) 1994 - Design Engineer for structural evaluation of existing police buildings for proposed third story addition. Improvements to roof structure (City Hall) to facilitate new mechanical system.

Fillmore City Hall (Ventura County, CA) 1995 - Project Manager and Design Engineer for new 16,000 square foot, two-story, steel framed structure.

La Puente Senior Facility (Los Angeles County, CA) 1993 - Project Manager and Design Engineer for 15,000 square foot, one-story, masonry and steel framed structure.

City of Signal Hill (Los Angeles County, CA) - Park improvements.

OPDM - Nelles School (California Youth Authority) (Whittier, CA) 1994 - Project Engineer for structural evaluation of all existing campus buildings.

OPDM - Preston School of Industry (California Youth Authority) (Ione, CA) 1994 - Project Engineer for structural evaluation of all existing buildings throughout facility. Project also included seismic retrofit of URM boiler building.

Los Angeles County Civic Center (Los Angeles, CA) 1990 - Project Manager and Design Engineer for a 10,000 square foot, two-story, masonry framed building.

County of Orange Fire Station #5 (Laguna Niguel, CA) 1992 - Project Manager and Design Engineer for a new 8,000 square foot, single-story, wood framed building.

City of Ontario Fire Station #6 (Ontario, CA) 1993 - Project Manager and Design Engineer for a new 11,000 square foot, single-story, masonry framed building.

Residential - Apartments

TELACU Senior Housing (Hawthorne, City of Commerce, La Mirada, East Los Angeles, Baldwin Park, CA) 1989 - 1992 - Project Manager and Design Engineer for 57,000 square foot, three and four-story, wood framed buildings.

IDM Seabreeze Senior Apartments (Long Beach, CA) 1988 - Project Manager for a 40,000 square foot, three-story wood structure over a two-story, 30,000 square foot, cast-in-place concrete parking structure.

Spruce and First Street Apartments (San Diego, CA) 1988 - Project Manager and Design Engineer for a 13,000 square foot, three-story, wood framed structure over a single-story parking structure.

Woodland Village Apartments (Flagstaff, AZ) 1988 - Project Manager and Design Engineer for five 12,000 square foot, two-story, wood framed buildings.

Urban Pacific Apartments (Corona, CA) 1988 - Project Manager and Design Engineer for a 6,800 square foot, two-story, wood framed building.

Santa Ana Apartments (Santa Ana, CA) 1988 - Project Manager and Design Engineer for two 14,000 square foot, three-story, wood framed buildings.

Glendora Senior Housing (Glendora, CA) 1989 - Project Manager for an 84,000 square foot, two-story, wood framed building.

Coachella Valley Water District (CVWD) On-Call Structural Engineering Services 2007 - Present (Coachella, CA) - Mr. Mielke has served CVWD as a Structural Engineer providing for structural engineering support including PS&E and construction support for various facilities including: metering bridge design, channel relining along the Coachella Canal at Terra Lago Golf Course and the Whitewater River in Coachella and La Quinta, MCC building design, and pipeline turn outs.

Cherry Avenue Channel Improvements (City of Beaumont, CA) Structures Manager for this 4800 foot long flood control channel within the Sundance Master Planned Community incorporated the use of turf reinforcing mat, forebays, rip-rap, and concrete box culverts.

College Park Development/Cypress Channel Improvements (Chino, CA) - Project involves the improvement of approximately 0.6 miles of the Cypress Channel running north and south adjacent to the Correctional Institute for Men and through the College Park Development, Tracts 16837 and 16838. The improvements include new concrete channel lining, concrete spillway into detention basin, crossing of Eucalyptus Avenue over channel with ramp access onto channel maintenance roads.

Carlos A. Ortiz, PE, TE, PTOE

Traffic Engineering

Mr. Ortiz manages the traffic engineering aspects for RBF's transportation projects. Mr. Ortiz's professional experience includes the design of site and grading improvements, street improvements, intelligent transportation systems, traffic signals, traffic signal communication systems, lighting, ramp metering systems, traffic monitoring systems, dynamic message sign systems, stage construction/traffic handling, and signing and striping. Mr. Ortiz is also experienced in intersection realignment studies, traffic impact studies, sight distance analysis studies, speed limit studies, left turn storage studies, traffic warrant studies, and stop sign warrant studies for government and private development projects.

RELEVANT EXPERIENCE:

Traffic Engineering Plan Checking (Murrieta, CA)

Ongoing/2007 - Project Manager. RBF is providing plan checking services to the City of Murrieta. Services include: traffic engineering plan checking to ensure compliance with City, County and State standards; and plan reviews including signing and striping plans, stage construction / traffic handling plans and traffic signal plans. RBF will also be assisting the City in the preparation of signal timing plans.

City of Upland Traffic Engineering Services (Upland, CA) 2004

- This project consisted of assisting City staff in the development of engineering and development policies, regulations and ordinances in relation to traffic analysis, review site plans and prepare conditions of approval for proposed developments and prepare traffic studies. Mr. Ortiz served as the Contract Manager and was responsible for providing traffic engineering services and overseeing and assisting the onsite traffic engineer. He is responsible for reviewing traffic signal, signing and striping, and traffic control plans, reviewing construction cost estimates and specifications and developing City Traffic Signal and Signal Communication Master Plan.

City of Chino Hills Traffic Engineering Services (Chino Hills, CA) 2004

- Mr. Ortiz served as the Interim Traffic Engineer for the City of Chino Hills. The project consisted of providing traffic engineering and transportation planning services, reviewing site, tract and parcel maps, review traffic impact studies for new developments and preparing conditions of approval. Mr. Ortiz worked closely with City staff to develop standard procedures and guidelines for traffic plans and specifications. He also reviewed

Registration:

1997, Civil Engineer, CA,
C057535

1999, Traffic Engineer, CA, 2025

1999, Civil Engineer, AZ, 34333

1999, Professional Traffic
Operations Engineer,
US, 426

Years of Experience: 27

Education:

B.S., 1989, Civil Engineering,
California State Polytechnic
University, Pomona

Professional Affiliations:

Past President, Southern
California Section, Institute
of Transportation Engineers

Past-President, Riverside-San
Bernardino Section, Institute
of Transportation Engineers

Member, Institute of
Transportation Engineers

Past-President, Orange County
Traffic Engineering Council
(OCTEC)

Member, American Society of
Civil Engineers, Past-
President Orange County
Younger Member Forum

Member, American Public Works
Association

construction cost estimates, specifications and all traffic plans for City Improvement Projects.

Traffic Engineering Services (Indian Wells, CA) 1993 - Project Engineer - Mr. Ortiz provided annual traffic engineering services for the City of Indian Wells. The work included preparation of traffic impact studies, traffic signal warrant studies, stop sign warrant studies, and a speed limit study. The project also included reviewing traffic impact studies, traffic signal plans, signing and striping plans prepared by other firms.

Traffic Engineering Services (Coachella, CA) 1993 - Project Engineer. Mr. Ortiz provided annual traffic engineering services for the City of Coachella. The work included intersection realignment study for State Route 86 and Palm Avenue/First Street that included alignment alternatives and preliminary quantity and probable cost estimates. Other projects included preparation of signing and striping plans, permanent street closure analysis and reviewing traffic signal plans, signing and striping plans and traffic impact studies prepared by other firms.

Searl Parkway Landscape Design, Diamond Valley Lake (Riverside County, CA) 2006 - Traffic Engineer. RBF prepared a conceptual landscape master plan and final construction drawings for over one mile of landscape improvements for the first phase of Searl Parkway. Searl Parkway is the major roadway through and providing access to the Diamond Valley Lake Park Specific Plan area. The design incorporates 40' tall corten steel and stone monument signs, the extensive use of native boulders, cobble and gravels, decomposed granite groundcovers and native trees, shrubs and ground covers. RBF's services included landscape architecture and design, structural engineering, traffic engineering, electrical engineering and storm water pollution and prevention planning.

Interstate 10 / Ramon Road Interchange Improvements (County of Riverside, CA) 2001 - The project involves a new westbound loop on ramp and improvements on the eastbound off ramp and Ramon Road. Mr. Ortiz served as the Project Manager for the traffic engineering tasks that include preparation of traffic signals, traffic signal communication systems, lighting system, signage, pavement delineation, and stage construction PS&E.

Winchester Road (SR 79) at Benton Road (County of Riverside, CA) 2001 - The project involves the installation of a new traffic signal and intersection improvements. Mr. Ortiz serves as the Project Manager for the preparation of the traffic signal, signage, and pavement delineation PS&E. The project involves coordination with Caltrans District 8.

Ortega Highway (SR 74) at Sherman Road (County of Riverside, CA) 2001 - The project involves the installation of a new traffic signal and railroad crossing gates, and roadway and drainage improvements. Mr. Ortiz serves as the Project Manager for the preparation of the roadway and drainage, traffic signal, signage, and pavement delineation PS&E. The project involves coordination with Caltrans District 8.

Newport Road and Goetz Road (County of Riverside and Canyon Lake, CA) 2000 - This project involved street widening, utility relocation and intersection improvements. As Project Manager, Mr. Ortiz was responsible for the preparation of plans, specifications and probable cost estimates for street improvements, installation of a traffic signal, and signing and striping.

Rancho California Road and Butterfield Stage Road (Temecula and County of Riverside, CA) 2000 - Mr. Ortiz served as the Project Manager for the preparation of a traffic signal and signing and striping

plans, specifications and estimates for the installation of a traffic signal at the intersection of Rancho California Road and Butterfield Stage Road. The project involved coordination and approval from the County of Riverside.

Home Depot (Temecula, CA) 2000 - Mr. Ortiz served as the Project Manager for the preparation of traffic signals and signing and striping, plans, specifications and estimates for off-site improvements on State Highway 79 and Margarita Road. The project included four new traffic signals at the intersection of State Highway 79/Meadows Parkway, State Highway 79/Camino Del Sol, Margarita Road/De Portola Road and Campanula Way/Camino Del Sol. The project involved coordination with Caltrans.

Coachella Valley Traffic Signal Synchronization (County of Riverside, CA) 2000 - Mr. Ortiz served as the Project Manager for this project that involves traffic signal synchronization of various arterials throughout the Coachella Valley. The work included installation of signal interconnect cable, telephone interconnect, Spread Spectrum Interconnect, and W.W.V. systems, Mr. Ortiz was responsible for the preparation of plans, specifications and probable cost estimates for the signal interconnect improvements. The project involved coordination with various agencies.

West Side Reclaimed Water Transmission Main and Potable Water Pipeline (Temecula, CA) 2000 - Mr. Ortiz served as the Project Manager for traffic engineering services and was responsible for the preparation of traffic control plans for the construction of a 12" and 20" reclaimed water transmission main and potable water pipeline on Rancho California Road, Diaz Road, Vincent Moraga Drive, Feliz Valdez Road, Pujol Street and Front Street in the City of Temecula for the Rancho California Water District.

Nicolas Road Water Transmission Main (Temecula, CA) 2000 - Mr. Ortiz served as the Project Manager for traffic engineering services and was responsible for the preparation of traffic control plans for the construction of a 54" water transmission main on Nicolas Road in the City of Temecula for the Rancho California Water District.

Washington Street From Miles Avenue to Country Club Drive (County of Riverside, CA) 1999 - Project Engineer for this project that involved street widening, median improvements, utility relocation and intersection improvements for Washington Street from Miles Avenue to Country Club Drive, Mr. Ortiz was responsible for the preparation of plans, specifications and probable cost estimates for modification of six traffic signals, traffic signal interconnect system, signing and striping, and stage construction. The project involved coordination between four agencies.

Rancho California Road and Towne Center (City of Temecula, CA) 1999 - Mr. Ortiz served as the Project Engineer for this project that involves street widening, utility relocation and intersection improvements. Mr. Ortiz is currently responsible in the preparation of a conceptual geometric plan and intersection turning analysis for intersection improvements. Mr. Ortiz was responsible in the preparation of plans, specifications and probable cost estimates for modification of the traffic signal, and signing and striping.

Rancho California Road and Ynez Road (Temecula, CA) 1998 - This project involved street widening, utility relocation and intersection improvements. Mr. Ortiz was the Project Engineer responsible for the preparation of plans, specifications and probable cost estimates for modification of the traffic signal, signing and striping, and traffic control plans for the installation of a 48" water main.

Winchester Road from Jefferson Avenue to Enterprise Circle West (Temecula, CA) 1998 - This project involved street improvements for installation of a landscaped median. As a Project Engineer, Mr. Ortiz was responsible for the preparation of plans, specifications and probable cost estimates for a traffic signal, traffic signal interconnect, signing and striping, and traffic control.

Margarita Road From State Route 79 (S) to Dartolo Road (Temecula, CA) 1997 - This project involved street improvements for construction of a new commercial development in the City of Temecula. As a Project Engineer, Mr. Ortiz was responsible for the preparation of plans, specifications and probable cost estimates for a new traffic signal, traffic signal interconnect, signing and striping, and traffic control. The project involved coordination with Caltrans.

Front Street Water Transmission Pipeline (Temecula, CA) 1997 - Mr. Ortiz served as the Project Engineer and was responsible for the preparation of traffic control plans for the construction of a 12" and 24" water transmission main replacement for Front Street in the City of Temecula for the Rancho California Water District.

Diaz Road Reclaimed Water Transmission Pipeline (Temecula, CA) 1997 - As Project Engineer, Mr. Ortiz was responsible for the preparation of traffic control plans for the construction of a 20" reclaimed water pipeline for the Rancho California Water District.

Various Traffic Signals (Temecula, CA) - Project Engineer. Mr. Ortiz has been involved in the design of approximately twenty traffic signals over the past four years for the City of Temecula. These designs have ranged from signal modifications to new traffic signals, and signal interconnect systems. Plans for signing / striping, street improvements and traffic control for various locations throughout the city have also been prepared.

I-15/Rancho California Road Ramps Improvements (Temecula, CA) 1991 - This project involved ramp widening and intersection improvements. As Project Engineer, Mr. Ortiz was responsible for the preparation of plans, specifications and probable cost estimates for traffic signals, traffic signal interconnect and ramp lighting. The plans and specifications were prepared in accordance with Caltrans requirements.

Rancho California Road and Moraga Road (Temecula, CA) 1992 - Mr. Ortiz was the Project Engineer for this project that consisted of road widening and intersection improvements. Design included preparation of plans, specifications and probable cost estimates for traffic signal, and signing and striping.

Ernest G. Wade, PLS

Survey/Right of Way Mapping

Mr. Wade is experienced in land surveying for commercial and residential developments, public works and transportation projects, petro-chemical plants, a nuclear power facility, and large heavy industrial projects. He specializes in the management of survey projects that require the use of new technology in performing geodetic and mapping surveys in both the field and office environments.

RELEVANT EXPERIENCE:

Interstate 15 / California Oaks Road Interchange (Murrieta, CA) - Survey Manager. RBF provided engineering design and related survey services. The work included providing the designers aerial topographic mapping a geometric basemap with the existing street right-of-ways at this interchange.

Old Town Temecula Civic Center (Temecula, CA) 2007 - Survey Manager. RBF performed the boundary and the aerial topographic mapping surveys to facilitate engineering services for the Temecula Civic Center.

Ynez Bridge Widening, (Temecula, CA) 2006 - Survey Project Manager. RBF provided surveying and engineering services for the widening of the Ynez Road bridge. This construction project funded by Lennar Homes and directed by the City of Temecula required field and office surveys that included staking for right-of-way, bridge abutments, pile locations, bridge deck, and curb.

Temecula Education Center - (Temecula, CA) 2006-2007 - Survey Manager. RBF provided construction staking and surcharge subsidence monitoring for Phase-1 of the mass grading of the site.

Prado Reservoir (Riverside County, CA) 2004 - Construction Staking Manager. RBF provided comprehensive engineering services to Rancho California Water District for design of the Prado Reservoir. This six million gallon, steel constructed tank provides additional potable water storage for the Districts 1440 Pressure Zone and shares a site with an earlier constructed five million gallon tank. RBF's services included design, distribution system modeling, inlet / outlet piping (both tanks), environmental evaluation, electrical power, instrumentation, SCADA system, and revegetation of all slopes impacted by construction. RBF also provided all of the surveying services for the project, including the preliminary design surveys in support of engineering design, and all staking for the construction of the project.

Registration:

1989, Professional Land Surveyor, CA, 6052

Years of Experience: 43

Education:

Coursework, Boundary Control/Geodetic Survey Certificate, Party Chief Certification Program

Professional Affiliations:

Member, California Land Surveyors Association
Member, Consulting Engineers and Land Surveyors of California
Secretary, Joint Professional Practices Committee (Riverside and San Bernardino County Chapter)

Veteran's Memorial Park (Temecula, CA) - Mr. Wade served as Survey Manager. RBF provided the City of Temecula with surveying and engineering services for the Veteran's Memorial Park in Temecula. The project included preparation of precise grading plans, drainage improvement plans and structural engineering design for retaining walls. The project was designed and constructed for public unveiling on Labor Day, 2004.

Murrieta Sports Park (Murrieta, CA) - Survey Manager in charge of all boundary and topographic surveys for this sports park complex in Murrieta. This sports park complex in Murrieta includes 4 baseball diamonds, 6 basketball courts, 3 football fields and parking surrounding the park. RBF completed the boundary and topographic survey, sewer and water plans and the precise grading plan.

Campos Verdes Specific Plan (Temecula, CA) - Served as Manager of Survey/Mapping Operations in providing the aerial mapping, boundary survey, A.L.T.A. survey, and other surveys to facilitate engineering design for this residential/commercial/school site for Community Southwest and Woodside Homes. Work also included preparing tentative and final maps and legal descriptions for the project.

Westside Reclaimed And Potable Waterline Project (Temecula, CA) - Performed as Survey Manager during the design phase and Project Manager during the construction phase of this two-mile long project through "Old Town" Temecula. Provided early design surveys as well as later construction surveys and street monument rehabilitation.

Harveston Community Park (Temecula, CA) - Survey Manager for this state-of-the-art regional sports park facility. The sports park included softball fields, soccer fields, concession and restroom facilities, a picnic pavilion, parking lots and numerous sidewalks. RBF provided design, construction staking, rough grading and backbone infrastructure for this project. Special attention was taken in this park design on drainage capabilities and specialty lighting.

Interstate 215/Los Alamos Road Interchange (Murrieta, CA) - Served as Project Surveyor for the widening of Los Alamos Road and the I-215 bridge overcrossing structure. Responsibilities included the preparation of utility record maps for field search, right-of-way surveying, and the preparation of final metric utility maps using MicroStation (Intergraph).

Scott Road Widening Project (Riverside County, CA) 2000 - Served as Survey Manager in charge of field operations for this design survey project to facilitate road widening for five miles of Scott Road in Riverside County. The work included aerial mapping control, field topographic surveys and road alignment and right-of-way surveys performed to specific standards required by the Riverside County Survey Department.

Vista Murrieta High School (Murrieta, CA) 2001-2002 - Served as Survey Manager in charge of all field crew activity and office survey calculations for this high school project and associated infrastructure improvements. The work included a boundary survey and Record of Survey, aerial topographic mapping and various environmental surveys. Construction staking was provided for the offsite waterline to the project.

Auberry and Villas Condominium Projects (Riverside County, CA) 2000-2001 - Survey Manger for these two projects for Pacific Century Homes totaling 135 units in Riverside County. The work included initial boundary and design surveys, as well as construction staking and subsidence monitoring studies.

Greer Ranch Residential Project (Murrieta, CA) 1999 - Present - Served as Survey Manager in charge of all boundary, ALTA and design surveys and subsequent construction staking for this 800-lot single family residential development and associated major infrastructure improvements.

Caltrans District 8 State Route 74 (Riverside County, CA) 1994 - Served as Survey Coordinator on a multi-firm team providing highway right-of-way engineering and utility identification for this freeway widening project. The work included utility location surveys and preparation of preliminary and final right-of-way maps, utility maps, and legal descriptions over three miles of State Route 74 northerly of Lake Elsinore, California. Completed for Riverside County Transportation Commission (RCTC).

Margarita Road Extension (Temecula, CA) 1994 - Served as Director of Survey Operations in charge of aerial mapping, GPS, utility location, and street cross section surveys to facilitate preparation of improvement plans for Margarita Road northerly from Solana Way to Winchester Road.

Caltrans District 8 State Route 79 (Riverside County, CA) 1991 - Served as Project Manager for the 11-mile State Highway 79 project for the Riverside County Transportation Commission Measure 'A' Project. The work included aerial mapping, property surveys, terrain line interpolation (TLI) surveys, and highway alignment surveys under adverse traffic conditions. Mr. Wade also served as the task force meeting chairman at the multi-consultant team task force meetings. Completed for Riverside County Transportation Commission (RCTC).

Caltrans District 8 State Route 30, Segments 1, 2, and 3 (San Bernardino County, CA) 1997 - Served as the Survey Coordinator providing GPS aerial mapping control for these three segments (six miles±) of State Route 30. This project required extraordinary attention in resolving anomalies encountered in the previous control framework and completing the project with high quality control while maintaining the link to the previous datum. Completed for SANBAG.

Rancho California Road Realignment (Riverside County, CA) 1990 - Served as Director of Survey Operations in charge of the design survey and construction staking for the realignment of Rancho California Road from Margarita Road to Meadows Parkway for Bedford Development.

The Meadows and Margarita Village Specific Plans Arterials (Temecula, CA) 1989-1995 - Served as Director of Survey Operations in charge of aerial topographic mapping control, field cross sections, and construction staking for Pauba Road, Margarita Road, Butterfield Stage Road, Rancho Vista Road, Rancho California Road, La Serena Way, and Meadows Parkway.

Rancho California Road Benefit District (Riverside County, CA) 1990 - Served as Director of Survey Operations in charge of aerial topographic mapping control and street cross section surveys to support engineer design for the improvement of Rancho California Road from Via Las Colinas to Humber Drive for Bedford Development.

Caltrans District 8 I-15/State Route 79 South Interchange (Temecula, CA) 1996 - Served as Manager of Survey/Mapping Operations in providing the initial aerial mapping and alignment surveys to facilitate

engineering design for this ramp widening project. The work included aerial control, GPS surveys, and right-of-way engineering surveys. Completed for Riverside County Transportation Commission (RCTC).

Harveston Project (Temecula, CA) 1998 - Present - Served as Manager of Survey/Mapping Operations in providing the aerial mapping, boundary survey, A.L.T.A. survey, and other surveys to facilitate engineering design and acquisition of this 500-acre multi-use site for Lennar Homes. Work also included preparing tentative and final maps and legal descriptions for the project.

Laborer's Training School (Anza, CA) 1998 - Served as Manager of Survey/Mapping Operations in providing the boundary survey and preparation of a Record of Survey Map to facilitate a sale of this 900-acre facility. The work included the recovery of original government survey monuments set in 1876 in areas of extremely limited access.

Peppertree Ranch (Hemet, CA) 1998 - Served as Manager of Survey/Mapping Operations in providing the aerial mapping, boundary survey, and other surveys to facilitate engineering design for this 80-acre residential site for Pacific Century Homes.

Copper Canyon (Murrieta, CA) 1998 - Served as Manager of Survey/Mapping Operations in providing the aerial mapping, boundary survey, and other surveys to facilitate engineering design, as well as all construction staking for this 250-lot residential site for Sheffield Homes.

Picket Fences (Murrieta, CA) 1997 - Served as Manager of Survey/Mapping Operations in providing the aerial mapping, boundary survey, and other surveys to facilitate engineering design, as well as all construction staking for this 65-lot residential site for Richmond American Homes.

Paloma Del Sol Specific Plan (Temecula, Riverside County, CA) 1993 - Served as the Director of Survey Operations for the 1,850-unit portion of the 5,400 dwelling unit master planned recreational community for Kemper Development Co., with responsibilities including the overall coordination of contract administration, supervision of five survey crews, survey calculations, and quality control maintenance.

Margarita Village Specific Plan (Temecula, Riverside County, CA) Since 1986 - Served as Director of Survey Operations responsible for the overall coordination of contract administration, survey crews, and quality control at Margarita Village, a Bedford Development, comprised of 1,639 dwelling units on approximately 513 acres.

Metropolitan Water District Inland Feeder Project (Riverside and San Bernardino Counties, CA) 1994 - Served as the Licensed Surveyor in charge of all field operations for segments 8 and 9 (nine miles) of this 45-mile long pipeline project which was undertaken by MWD to supply a much needed additional water source to the southerly region of Southern California. Mr. Wade directed four field crews in providing GPS and conventional surveys involving 400 monuments within 80 land parcels to facilitate preparation of two large Record of Survey maps. This phase of the project was completed in 1994 by RBF, within the schedule and cost constraints dictated by the Metropolitan Water District.

Norma Marshall Pump Station (Temecula, CA) 1991 - Served as Director of Survey Operations in charge of aerial mapping control, design surveys, and survey construction staking of this Rancho California Water District Project in Temecula.

Margarita Road Pipeline (Temecula, CA) 1992 - Served as Director of Survey Operations in charge of construction staking for the Margarita Road Reclaimed Water Transmission Main; a three-mile pipeline for the Rancho California Water District.

Winchester Reclaimed Water Storage Facilities (Phase I, Reach I; Phase II; Phase III) (Riverside County, CA) 1991 - Served as Director of Survey Operations in charge of GPS and conventional survey control for aerial mapping, right-of-way engineering and design, property control surveys and construction staking for an 11-mile project for the Eastern Municipal Water District from Temecula to Winchester.

General Kearny Reclaimed Water Storage Facility (Temecula, CA) 1994 - Served as Director of Survey Operations in providing the Aerial Photogrammetric Control to facilitate preparation of improvement plans for this Rancho California Water District Project in Temecula.

Magnolia Street Transmission Main (Murrieta, CA) 1990 - Served as Director of Survey Operations in providing the Aerial Photogrammetric Control to facilitate preparation of improvement plans for this Rancho California Water District Project in Murrieta that connected the water system into an existing well site.

Northwest Perris Interceptor Sewer (Phase II) (Perris, CA) 1993 - Served as Project Director in charge of RBF survey crews and office support staff to provide construction staking on this three-mile trunk sewer project for the Eastern Municipal Water District.

Menifee/Perris Interceptor Sewer (Riverside County, CA) 1994 - As the Project Director, Mr. Wade coordinated the survey crews and office support staff in providing survey services to facilitate construction of this six-mile long deep sewer project for the Eastern Municipal Water District. This included GPS Control, subsidence monitoring, and construction staking services.

Winchester/Sun City 48-Inch Reclaimed Water Main (Riverside County, CA) 1994 - Served as the Survey Director for this 2½-mile rush project for Eastern Municipal Water District. The survey services provided were aerial mapping ground control using GPS, street and boundary surveys, location of utilities, and staking for construction.

Date Street Pump Station and Interim Storage Ponds (Murrieta, CA) 1994 - Served as the Survey Director for all phases of this pump station and 150-acre pond site construction. This included initial GPS ground control for aerial mapping and earthwork construction staking for the 1.5 million cubic yards of embankment on this project for the Rancho California Water District.

EM-19 Flow Control Facility (Temecula, CA) 1992 - Served as Director of Survey Operations for the initial topography survey and subsequent construction staking of this Rancho California Water District project. The flow control facility allows RCWD to tie into the MWD Aqueduct when completed.

EM-20 Pipeline (Riverside County, CA) 1998 - Served as Manager of Survey/Mapping Operations for the aerial topographic mapping and control of this Rancho California Water District project. This five-mile long pipeline from Lake Skinner to Murrieta required extensive GPS surveying and will allow RCWD to tie into the MWD Aqueduct when completed.

Front Street Water Transmission Main (Temecula, CA) 1998 - Served as Manager of Survey/Mapping Operations which provided the initial topographic survey and mapping for engineering design and the construction staking, after design, for this one-mile long pipeline through the heart of the Old Town District of Temecula.

Las Brisas Reservoir Facility Improvements (Murrieta, CA) 1997 - Served as Manager of Survey/Mapping Operations which provided the initial topographic surveys for engineering design and the construction staking, after design, for this Eastern Municipal Water District project.

Landmark Reservoir Facility Improvements (Moreno Valley, CA) 1998 - Served as Manager of Survey/Mapping Operations which provided the initial topographic surveys for engineering design and the construction staking, after design, for this Eastern Municipal Water District project.

Gum Tree School (Fallbrook, San Diego County, CA) 1990 - Served as Director of Survey Operations for the preparation of the topographic and record of survey maps for the Fallbrook Unified School District.

Rancon Business Center (Murrieta, CA) 1991 - Served as Director of Survey Operations for the 600-acre Planned Business Park responsible for the coordination of survey crews, aerial mapping consultation, boundary survey analysis, quality control, and contract administration.

Pechanga Indian Reservation Aerial Mapping (Riverside County, CA) 1997 - Served as Manager of Survey/Mapping Operations for the aerial topographic mapping and control of this 4,800-acre territory. The work included surveying approximately 90 ground control points in extreme terrain using GPS survey equipment and a helicopter for access. The entire ground control survey was completed and calculated in less than one month.

Promenade Mall (Temecula, CA) 1998 - Served as Manager of Survey/Mapping Operations for this major 175-acre mall site. The work included preparing all legal maps and exhibits, performing aerial mapping and other design surveys and performing as the primary survey consultant in charge of Quality Control over other survey consultants.

Albertsons Center (Vista, San Diego County, CA) 1994 - Served as Survey Director for the initial boundary and engineering design surveys for this commercial site in Vista, California.

Lucky Center (Temecula, CA) 1998 - Served as Manager of Survey/Mapping Operations for this 35-acre commercial site. The work included preparing all legal maps and exhibits, performing aerial mapping and other design surveys, and performing all construction staking on the site.

Cameron Iron Works (Houston, TX) 1975 - In charge of survey crews providing high order primary survey control for plant building and machinery construction.

Gulf Oil Refinery (Baytown, TX) 1975 - Served as Supervisor of survey crews providing primary control for the construction of a Poly Ethylene Production Unit.

The South Texas Project (Bay City, TX) 1976 - Served as Supervisor of the survey crew providing survey control for a Nuclear Power Plant and the adjoining 7,000-acre system of levees and cooling basins. This phase of the project was completed in 1976.

John Duquette, P.L.S.

Survey/Right-of-Way/Mapping

Mr. Duquette has many years of professional surveying experience with a broad background in boundary and right of way analysis and calculations for transportation and road improvement projects for a variety of public agencies.

RELEVANT EXPERIENCE:

On-Call Survey Services - City of Murrieta Map Checking (Murrieta, CA) - Project Surveyor. RBF provided on-call map checking services for the City of Murrieta. Mr. Duquette was involved in checking a variety of projects, including tract maps, Parcel maps, certificates of corrections, and legal descriptions.

Colorado River Aqueduct As-Needed Survey Services (Southern California) 2011 - Project Surveyor. RBF has completed 30 task orders under an on-call agreement with the Metropolitan Water District (MWD) for boundary surveys along the Colorado River aqueduct. Boundary surveys are needed to support perfection of the rights-of-way granted to MWD under Act of Congress in 1932. Each survey retraces portions of the 230 mile aqueduct and the adjoining government sections.

As-Needed Land Title Surveying Services (State of California, Administrative Office of the Courts) 2011 - Project Surveyor. The passage of the Trial Court Facilities Act of 2002, landmark legislation that shifts governance of California's courthouses from counties to the state, imposed an urgent need upon the State of California, Administrative Office of the Courts to inventory the real property rights that were to become the agency's responsibility. Over 250 parcels and/or partial transfers were included in the legislation. RBF provided surveying and mapping services on an as-needed basis to support real property transfers, land title surveys for risk management, and the processing of Records of Survey maps. ALTA/ACSM Land Title Surveys were completed on properties throughout California.

On-Call Survey Services - Caltrans District 12 (Contract No. 12A1051) (Orange County, CA) 2009 - Project Surveyor. RBF provided on-call professional and technical survey services over a three-year period. One task order involved monumentation of ten miles of Interstate 5 through southern Orange County. Right of way and land parcel retracement surveys were completed with new monumentation and post-construction records of surveys prepared. Field surveys include GPS geodetic control, boundary determination, and as-built surveys. Mr Duquette provided boundary and right of way analysis and calculations.

Registration:

1999, Professional Land Surveyor, CA, 7566

Years of Experience: 25

Education:

A.S., 1996, Surveying and Mapping

Professional Affiliations:

Member, California Land Surveyors Association



State Route 57 Northbound Widening - Final PS&E (Orangethorpe Avenue to Yorba Linda Boulevard) (Orange County, CA) 2009 - Project Surveyor. RBF worked with the Orange County Transportation Authority (OCTA) and Caltrans District 12 to perform right-of-way engineering services for the widening of 2.4 miles of mainline northbound State Route 57 (SR-57) through the cities of Placentia, Fullerton and Brea. RBF prepared final plans, specifications and estimates for the northern segment of the SR-57 project. RBF also supported the project by providing surveying and right-of way engineering services including project control, aerial topographic mapping, land net recovery, monument preservation surveys, right-of-way / appraisal maps and acquisition documents in accordance with Caltrans requirements.

Metropolitan Water District Boundary Surveys, and Record of Surveys (Southern California) 2009/2010 - Project Surveyor under 14 separate Task Orders, processed field data, provided boundary analysis, and completed Records of Surveys for MWD facilities in Los Angeles, Orange, and San Bernardino Counties.

Affirmed Housing, Mapping Services (Carson, CA) 2010 - Project Surveyor provided mapping services for proposed redevelopment. Performed a Boundary Survey and Record of Survey on the Parcels, and completed and successfully processed a Parcel Merger with the City.

Jackson Avenue Street Dedications (Murrieta, CA) 2010 - Project Surveyor prepared a total of 23 legal descriptions for the City of Murrieta for the expansion of Jackson Avenue. Legal descriptions were required for Public Roadway, Slopes, Drainage Facilities, and TCE's.

Solar Projects, Records of Surveys (Southern California) 2010 - Project Surveyor processed all field data, provided boundary analysis, and completed Records of Surveys. RBF's services included planning, engineering and surveying for proposed solar sites in Los Angeles, Kern, and Riverside Counties.

Judicial Council of California, As-Needed Surveying Services - Under RBF's as-needed contract, Mr. Duquette prepared ALTA and Record of Survey for the following facilities: Riverside Hall of Justice (April 2007), Banning Court House (May 2007), Hemet Court House (July 2008), and Ridgecrest Court House (January 2008).

Interstate 15 / State Route 79 South Interchange Improvements (County of Riverside, CA) - Project Surveyor. RBF provided the designs, an aerial topographic map, as well as a record basemap showing the existing street right-of-ways at this interchange. Mr. Duquette processed GPS field control on this project.

Interstate 15 / Indian Truck Trail Interchange (County of Riverside, CA) - CADD Mapper. Mr. Duquette provided computations research and data processing for photogrammetric ground control. RBF prepared the Project Report, Environmental Document and final PS&E for the Interstate 15 / Indian Truck Trail interchange improvement project. Interchange improvements include widening of all four ramps, widening of Indian Truck Trail under Interstate 15 by means of tie-back retaining walls, and widening of Temescal Canyon Road. The project tasks include survey, roadway, traffic, drainage, structural and landscape design efforts. The project is designed per Caltrans standards and administered by the County of Riverside Transportation Department.

Interstate 215 / Los Alamos Road Overcrossing (Murrieta, CA) - CADD Mapper. RBF provided environmental evaluation, structures engineering and design and survey and right-of-way engineering for

the widening of Los Alamos Road and the I-215 bridge overcrossing structure. RBF's work also included utility research, the preparation of Utility Record Maps for field search, right-of-way surveying, hydrology and storm drain analysis, and the preparation of Final Metric Utility Maps. Mr. Duquette supported the project with field data processing and GPS control network analysis.

Interstate 15 / California Oaks Road Interchange Modifications (Murrieta, CA) 2007 - Project Surveyor. RBF provided the designs, an aerial topographic map, as well as a record basemap showing the existing street right-of-ways at this interchange. Mr. Duquette provided right-of-way calculations and processed field control on this project.

Old Town Temecula Civic Center Mapping (Temecula, CA) 2007 - Project Surveyor. RBF provided a boundary survey and an aerial topographic map as well as engineering services for the Temecula Civic Center. Mr. Duquette provided boundary and control calculations and analysis, and prepared an Official Map of the project site.

Ynez Bridge Widening (Temecula, CA) 2005 - Project Surveyor. RBF provided surveying and engineering services for the widening of the Ynez Road bridge. Mr. Duquette prepared office calculations required by the field crews, including right-of-way, bridge abutments, pile locations, bridge deck, and future curb locations.

Murrieta Hot Springs Road / Alta Murrieta Widening (Temecula, CA) 2005 - Project Surveyor. Mr. Duquette has reduced topographic information for engineers to redesign the intersection of Murrieta Hot Springs Road and Alta Murrieta. He has also prepared office calculations for future right-of-way, curb, and street improvements.

State Route 22 HOV Widening Project (Orange, CA) 2003 - Project Surveyor. Prior to joining RBF, Mr. Duquette reduced all GPS and Boundary surveys for the SR22 Record of Surveys. Record of Surveys and legal descriptions were prepared for possible widening of SR22.

Crown Valley Bridge Widening (Ladera Ranch, CA) 2000 - CADD Mapper. Prior to joining RBF, John prepared office calculations for the construction of the abutments and bridge linking Mission Viejo with Ladera. This work included slopes, underground utilities, abutments, and new right-of-ways. Legal descriptions were prepared for the new bridge parcel (fee) and easements to the County of Orange for slopes and maintenance.

Kevin Thomas, CEP

Environmental Services

Mr. Thomas, as Environmental Services Manager at RBF, oversees and prepares Environmental and Planning studies for public and private sectors clients, under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Mr. Thomas' responsibilities also include staff training, public hearing presentations, and coordination of our extensive in-house team of experts as well as various subcontractors. Kevin draws on his broad background and understanding of environmental constraints to provide technical and CEQA compliance review and environmental documentation, in addition to research, analysis, and writing. Mr. Thomas has managed a wide range of environmental planning projects, including environmental documents for major infrastructure and land development projects, air quality and noise studies, community participation programs, highly controversial hillside development projects, state-of-the-art visual analyses, facility siting and due diligence studies, and technical support for the California Energy Commission facility siting process.

Mr. Thomas has over 30 years' experience in the environmental compliance and permitting of major capital improvement and land development projects, specializing in the strategic guidance, preparation and peer review of CEQA/NEPA documents and regulatory permitting programs. Key industry roles noted under "Professional Affiliations" provide Mr. Thomas with unique insight into current CEQA/NEPA case law, professional practice, and regulatory programs affecting the CEQA/NEPA defensibility and project success. *Mr. Thomas has never had a CEQA or NEPA document successfully challenged in court.*

UNIQUE QUALIFICATIONS

TECHNICAL STUDY COMPETENCE:

Although primarily focused on managing CEQA/NEPA documents and related technical studies, Mr. Thomas has a background in technical studies that provides excellent insight into the methodology, assumptions and critical review of essential CEQA/NEPA studies. His experience includes:

- **Air Quality** - established RBF's original Air Quality practice, prepared numerous CEQA/NEPA air quality reports, ran various emissions modeling (URBEMIS, CALINE, SCREEN and ISCST), and conducted carbon

Registration:

1999, Certified Environmental Professional, 99040383

Years of Experience: 30

Education:

B.A., 1985, Environmental Engineering, University of California, Los Angeles

Professional Affiliations:

Member, Association of Environmental Professionals (AEP), 1985 to Present

- Chair, 2010 State Conference

Member, National Association of Environmental Professionals (NAEP), 1992 to Present

- Member, NAEP NEPA Working Group (2006)

Member, ARTBA Environmental Committee, 2006 to Present

- Co-Chair, Environmental Committee
- Chair, NEPA Subcommittee (Federal Issues Oversight)

ACEC, California Chapter

- Chair, Land use, Environment, and Sustainability Committee, 2009 to Present

CalDesal

- Executive Officer, Secretary
- Chair, Regulatory Working Group Multi-State Salinity Coalition
- Conference Planning Committee, 2006 to Present

AWWA, California and Nevada

- Desalination Committee, 2007 to Present

- monoxide monitoring for Caltrans using digital and analog equipment.
- **Hazardous Materials** - created RBF's original Phase I Environmental Site Assessment practice following ASTM protocols, prepared numerous Phase I Site Assessments including oversight of U.S. Navy protocol Environmental Baseline Surveys, and managed a site remediation monitoring contract for a major petroleum storage facility.
- **Jurisdictional Delineations** - instrumental in forming RBF's original Regulatory Permitting practice including jurisdictional delineations and permitting under the Clean Water Act, Porter Cologne Water Quality Control Act, Endangered Species Act and Coastal Act.
- **Noise** - established RBF's original Noise Studies practice, including developing and applying various noise modeling software such as FHWA-RD-77-108 and SOUND32, conducted noise surveys, and prepared numerous CEQA/NEPA noise technical reports.
- **Visual Analysis** - helped elevate RBF's visual analysis practice to state-of-the-art and award-winning through use of GPS-controlled photographs, CADD wireframes and realistic computer rendering software, including Caltrans award-winning Visual Impact Assessments for Route 710 and Route 210, as well as extensive Visual Impact Analyses for California Energy Commission facility siting projects.

PUBLIC PARTICIPATION:

Kevin is an experienced communicator, providing technically sound and legally defensible CEQA/NEPA documents that can be read and understood by the public and decision-makers. Kevin provides public hearing presentations, assists with staff reports and related administrative documents, and works closely with agency and applicant teams in developing strategic, integrated public participation programs that are coordinated with the CEQA/NEPA process, regulatory permitting process, design plans, and construction/monitoring programs.

RELEVANT PROJECT EXPERIENCE:

City of Fontana - Kevin is the Project Manager of a current (2012) On-call Environmental Services Contract, and has been providing the City of Fontana with CEQA/NEPA support for over 10 years, including noise studies, an industrial project LAFCO annexation IS/MND, a redevelopment plan Program EIR, and a Specific Plan EIR.

City of Irvine Capital Improvement Projects - RBF was recently selected for a short-list of firms to provide on-call services for capital improvement projects, including transportation facilities, water/wastewater facilities, and drainage facilities. RBF provided the City with assistance in an FTA (Federal Transit Administration) funding application for a new parking structure at the Irvine Transportation Center (requiring NEPA clearance and a CO hotspot analysis), as well as assistance with the NEPA compliance process for two local road projects (a pedestrian overcrossing and a railroad grade separation on Jeffrey Road, at I-405 and Walnut Avenue, respectively).

County of Riverside Local Roads Projects - Mr. Thomas provided the Riverside County Transportation Department with on-call consulting services, including the Washington Street Widening IS/MND.

Amargosa Creek EIR and 404 Permit Application (Palmdale, CA) - Project Manager for preparing the EIR and initial regulatory permit applications for this highly controversial capital improvement project, consisting of over six miles of drainage, street, and utility improvements in the rural Leona Valley. A key

project feature included four regional detention basins totaling over 100-acres, which were integrated into an extensive wetland mitigation program consisting of low-flow, high-flow and upland species plantings.

Brine Line Repair/Replacement EIR/EA (Riverside County, CA) - Project Manager. RBF assisted Santa Ana Watershed Project Authority (SAWPA) in defining and recommending project alternatives and preparing NEPA and CEQA environmental documents to repair the two SARI (Santa Ana Regional Interceptor) lines located within Prado Dam basin. The lines, Reach IV-A and IV-B, were constructed in the flood control basin 25-30 years ago with diameters ranging from 27 – 42inches and extend approximately 11 miles.

Calleguas Creek EIR and Permit Processing (Ventura County, CA) - Project Director for this flood control improvement project including drainage improvements, wetlands enhancement and recreational trails.

Groveland CSD Master Plan (Groveland, CA) - Project Manager for preparation of a preliminary environmental study addressing environmental resource constraints, potential impacts, and recommended CEQA/NEPA process and regulatory permitting program. The project consists of CSD master plans for drainage, water, sewer and parks, encompassing the entire CSD area.

Simi Valley Regional Detention Basin Studies (Simi Valley, CA) - Project Manager for technical studies in support of an IS/EA for six regional detention basins covering over 200-acres.

Yucaipa Low Water Crossing Bridge Projects (Yucaipa, CA) - Project Director for preparation of Preliminary Environmental Assessment Reports (PEAR)/Categorical Exclusions (CE) for six low-water crossing bridge improvement projects in Yucaipa.

El Dorado Bridge Widening Project Initial Study/Mitigated Negative Declaration (Rancho Mirage, CA) - Project Manager for preparing an IS/MND for widening the existing El Dorado bridge over the Whitewater Channel.

Interstate 15/Nutmeg Street Overcrossing IS/MND (Murrieta, CA) - As part of a Combined PSR/PR to construct a four-lane overcrossing of Interstate 15 between the existing Clinton Keith Road interchange and the California Oaks interchange, Mr. Thomas was responsible for the preparation of an Initial Study/Mitigated Negative Declaration.

Jefferson Drive/Murrieta Creek Road (Murrieta, CA) - Environmental Manager responsible for Initial Studies for two proposed road extension projects. Key project issues included sensitive biological resources, potential for land use compatibility conflicts, and noise impacts.

Jefferson Street Widening/Reconstruction Project (La Quinta and Indio, CA) - Project Manager for the original IS/MND and EA/EIR for the widening of Jefferson Street from two to four or six lanes from Avenue 54 to Indio Boulevard. The work also includes the widening and retrofitting of the Jefferson Street Bridge at the La Quinta Evacuation Channel, the widening of the Jefferson Street Bridge over the Coachella Canal, and improvement plans for a low flow crossing over the Whitewater River. The IS/EA involves a multi-agency task force, as well as environmental review and permit processing with U.S. Army Corps of Engineers, California Department of Fish and Game, Caltrans, State Historic Preservation Office (Section 106 consultation), and U.S. Fish and Wildlife Services (Section 7 consultation).

Jeffrey Road Pedestrian Overcrossing CE/MND (Irvine, CA) - Project Manager for CEQA/NEPA clearance of a proposed pedestrian and bicycle overcrossing of I-405.

Jeffrey Road/AT&SF Undercrossing PES, ISA and CE (Irvine, CA) - Project Manager for preparing necessary NEPA documents to secure federal funding.

Jeffrey Road/I-405 IS/MND (Irvine, CA) - As part of a Caltrans PSR process, Project Manager for the IS/MND addressing widening of an existing bridge adjacent to residential areas.

Los Alamos/I-215 PSR-PR Environmental Evaluation (Murrieta, CA) - Environmental Manager responsible for Initial Site Assessment as part of the preliminary environmental evaluation for the widening of Los Alamos Road and the I-215 bridge overcrossing structure. Mr. Thomas also prepared the Categorical Exclusion (CE) for Project Report clearance under the National Environmental Policy Act. The recommended improvements consist of widening the existing Los Alamos Road overcrossing from two through-lanes to six through-lanes, with dual left turn pockets for northbound and southbound traffic, and realignment of the ramps at the intersections with Los Alamos Road.

North Peak Specific Plan Northern Access Road EA (Lake Elsinore, CA) - Project Manager for the EA required obtaining BLM ROW for the project's northern access road.

Oleander Road Extension EA/FONSI (Perris, CA) - Project Director for this NEPA document processed through the U.S. Air Force for a road extension through a wetlands.

Yucaipa Low Water Crossing Bridge Projects (Yucaipa, CA) - Project Manager for preparation of Preliminary Environmental Assessment Reports (PEAR)/Categorical Exclusions (CE) for two low-water crossing bridge improvement projects in Yucaipa.

Office Locations

CAMARILLO
5051 Verdugo Way
Suite 300
Camarillo, CA 93012-8683

OAKLAND
1999 Harrison Street
Suite 700
Oakland, CA 94612-4704

SACRAMENTO
4540 Duckhorn Drive
Suite 202
Sacramento, CA 95834

WALNUT CREEK
500 Ygnacio Valley Road
Suite 270
Walnut Creek, CA 94596-82

CARLSBAD
5050 Avenida Encinas
Suite 260
Carlsbad, CA 92008-4386

ONTARIO
3300 East Guasti Road
Suite 100
Ontario, CA 91761-8656

SAN DIEGO
9755 Clairemont Mesa Boulevard
San Diego, CA 92124-1333

IRVINE - CORPORATE OFFICE
14725 Alton Parkway and
9401 Jeronimo
Irvine, CA 92618-2027

PALM DESERT
74-130 Country Club Drive
Suite 201
Palm Desert, CA 92260-1687

SAN JOSE
111 W. St. John Street
Suite 850
San Jose, CA 95113-1122

LAS VEGAS
6725 Via Austi Parkway
Suite 350
Las Vegas, NV 891194

PHOENIX
North 28th Avenue
Suite 100
Phoenix, AZ 85053-7551

TEMECULA
40810 County Center Drive
Suite 100
Temecula, CA 92591-6049

MONTEREY BAY
3180 Imjin Road
Suite 110
Marina, CA 93933-5111

RENO
5595 Kietzke Lane
Suite 104
Reno, NV 89511

TUCSON
3011 W. Ina Road
Suite 115
Tucson, AZ 85741-2107

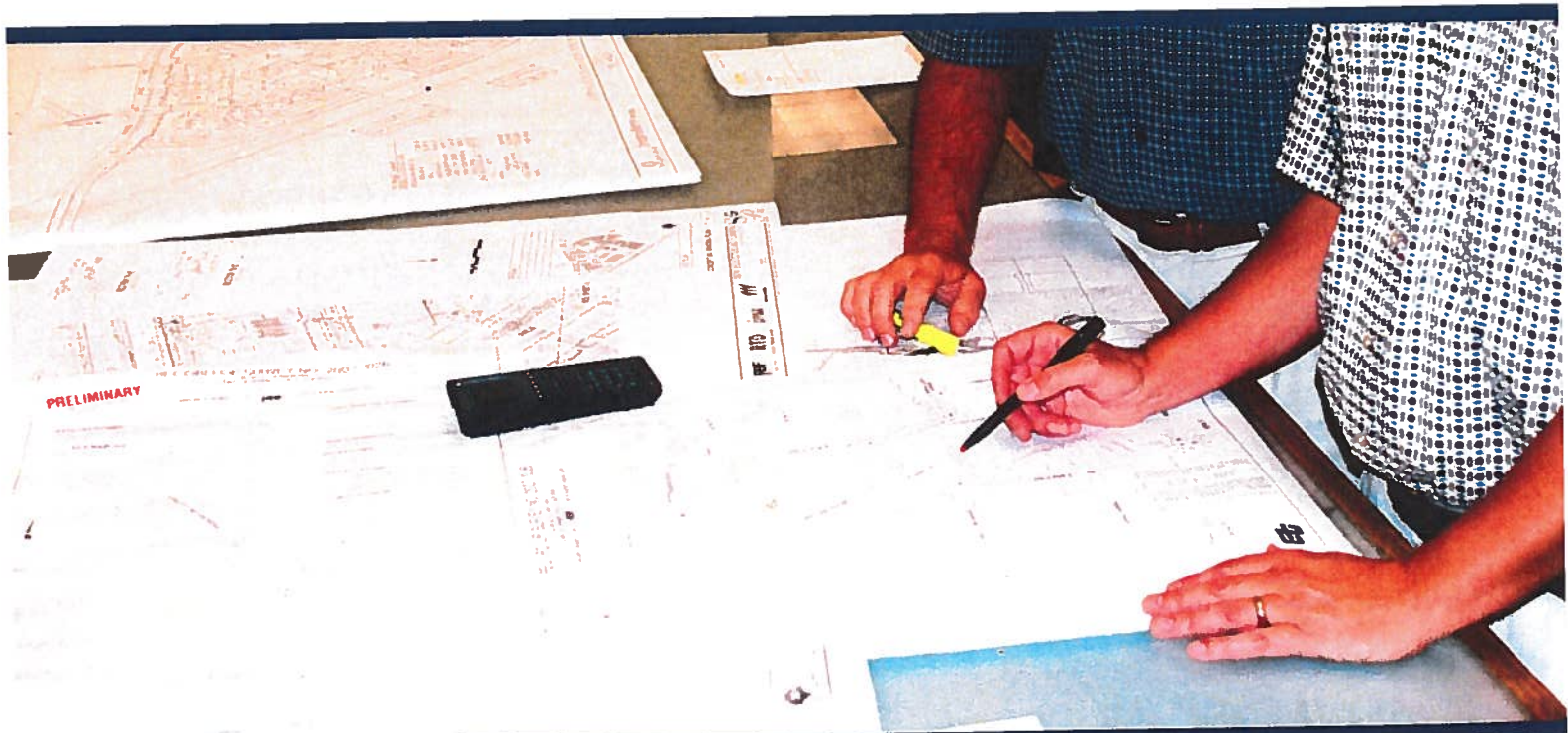


EXHIBIT C

CITY - SERVICES TO BE PROVIDED TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall equal to 65% of City plan review fees for those plans and documents reviewed in the scope of services other than final maps and 75% of City plan review fees for final maps reviewed in accordance with the City's Schedule of Fees, Charges, and Rates as updated annually.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Public Works Department/Land Development Division at zarat@moval.org or calls directed to (951) 413-3139.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT D

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
\$1,000,000 each accident for bodily injury
\$1,000,000 disease each employee
\$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

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**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

Attachment 4

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Hunsaker & Associates, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL
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DESCRIPTION OF PROJECT

1. The Project is described as Engineering Plan Check Consultant Services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to compensation equal to 65% of City plan review fees for those plans and documents reviewed in the scope of services other than final maps and 75% of City plan review fees for final maps reviewed in accordance with the City's Schedule of Fees, Charges, and Rates as updated annually in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the plan review schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect through one year from the effective date, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be

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completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical

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disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive

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consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized

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in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the

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original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Land Development Division red line comments and other deliverable items identified in the scope of work which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, red line comments, and letters, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the

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permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under

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applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s)

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are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply

**AGREEMENT FOR PROFESSIONAL
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therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Hunsaker & Associates, Inc.

BY: _____
City Manager

BY: _____

Date

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

EXHIBIT A



CITY OF MORENO VALLEY
REQUEST FOR PROPOSALS FOR
ENGINEERING PLAN CHECK
CONSULTANT SERVICES

R.F.P. # VAG 14/15-03

AUGUST 2014

DUE BEFORE
2:00 p.m. PST SEPTEMBER 15, 2014

TO:

CITY OF MORENO VALLEY
Attn: City Clerk
14177 Frederick St.
Moreno Valley, CA 92553

SECTION A

GENERAL INFORMATION

**NOTICE INVITING PROPOSALS FOR
ENGINEERING PLAN CHECK CONSULTANT SERVICES
R.F.P. # VAG 14/15-03**

1. PUBLIC NOTICE IS HEREBY GIVEN THAT

The City of Moreno Valley (hereinafter referred to as "City") is receiving sealed Proposals at the City Clerk's Office, 14177 Frederick Street., Moreno Valley, California 92553 **before 2:00 p.m. PST September 15, 2014.** Proposals will be opened and the names of submitting vendors only will be read aloud for the work generally described as follows:

ENGINEERING PLAN CHECK CONSULTANT SERVICES

2. OBTAINING PROPOSAL DOCUMENTS

Proposal Documents and Specifications may be obtained as follows:

A. Online

Vendors are expected to do all that is possible to download the RFP from the City website.

The Proposal Documents can be downloaded from the City of Moreno Valley's website at no cost

at: http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml

NOTE: All companies interested in submitting a Proposal, **must** notify Virginia Garcia of the Purchasing Division of the City of Moreno Valley of their intent to submit a proposal at purchasingdivision@moval.org. This step is crucial to interested proposers receiving any future addendum to the RFP. Responsibility therefore rests with each individual company wishing to submit a proposal.

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SECTION B

**SPECIFICATIONS
AND REQUIREMENTS**

REQUEST FOR PROPOSAL
R.F.P # VAG 14/15-03

I. Introduction

The City of Moreno Valley, Land Development Division, is seeking one or more highly qualified consultant(s) to provide ENGINEERING PLAN CHECK CONSULTANT SERVICES on an **as-needed basis**.

II. Clarification

For the purposes of clarification, the following terms are to be read to be one and the same:

- "Contractor", "Vendor", "Company", "Bidder", "Proposer", "Firm" and "Consultant".
- "Agreement" and "Contract".
- "Bid", "Quote" and "Proposal".
- "Request for Quote" and "R.F.Q".
- "Request for Proposal" and "R.F.P.".

III. Criteria for Potential Bidders

- 1) Bidders are to provide a statement of qualifications for provision of engineering plan check consultant services.
- 2) The city operates a Time & Materials program for large projects, based on project valuation, approved by the city. Provide an hourly rate for those projects that receive approval for this program.
- 3) Provide cost for accelerated review of plans, with time frame.
- 4) Provide hourly cost for attendance at project meetings, including travel time.
- 5) All postage fees to be paid by Consultant are included in fee schedule for transportation of plans between City of Moreno Valley and Consultant. Consultant shall use overnight delivery service for next day pick up/delivery of projects between City and Consultant.
- 6) Bidder shall demonstrate qualifications to review engineering plans and provide documentation of any professional certifications/licenses/degrees.
- 7) Bidder shall provide documentation of current services provided to other governmental jurisdictions. This shall include a minimum of 3 letters of recommendation from governmental jurisdictions specifying the bidder's professional services provided.
- 8) Bidder shall indicate if any sub consultants or associates are proposed to be utilized in the provision of these services. All requirements of the Bidder shall apply equally to the sub consultants or associates. Assignment of any work to an associate or sub consultant shall be solely at the discretion of the City.
- 9) Successful bidder must provide a monthly detailed accounting of plans reviewed with invoice. See Exhibit D – Payment Terms.

IIII. Legal Responsibilities

All proposals must be submitted, filed, and executed in accordance with State and Federal laws relating to proposals and contracts of this nature whether the same are expressly referred to herein or not. Any person submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in scope of work and to full compliance therewith.

This request is not to be considered an offer of a contract to provide Engineering Plan Check Consultant Services. There is no guarantee, express or implied, that any professional organization responding to this request will be contracted to provide Engineering Plan Check Consultant Services.

The selected firm will be required to enter into the City's standard "Agreement," a sample of which is attached for your review.

IV. Agreement Term

The City operates on a fiscal year basis, running from July 1st through June 30th of the following calendar year. **It is the intent of the City to have a fully executed contract in place by November 10, 2014. The initial Agreement shall be in effect through June 30, 2015 and then renewed, per agreement by both parties, for the next fiscal year starting July 1st.** The agreement may be renewed at the expiration of its original term for up to four additional one-year terms. Renewal of the Agreement shall be accomplished through a written letter of understanding that is signed by both parties. The Agreement shall remain in full force and effect from the date of the fully executed Agreement to the expiration date unless terminated by either party as stated herein.

V. Funding Out Clause

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley. In the event that the City Council of the City of Moreno Valley does not grant necessary funding appropriation and/or program approval, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

VI. Conflict of Interest

- A. During the term of the Agreement, the Consultant shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict with, the proper discharge of the Consultant's duties under the Agreement.
- B. Only those Consultants who submit a proposal and provide ENGINEERING PLAN CHECK CONSULTANT SERVICES to government entities or agencies will be accepted.

VIII. Reservation of Rights

The City of Moreno Valley reserves the following options:

- A. The right to reject all partial price proposals.
- B. The right to reject any or all price proposals or make no award.
- C. The right to issue subsequent requests for price proposals.
- D. The right to make award to more than one vendor.
- E. The right to waive any informality or irregularity in a price proposal process and any price proposals.

IX. Proposal Requirements

Submit: One (1) original and three (3) copies clearly marked as such.

Each proposal must contain the following information to be considered complete. Only complete proposals will be evaluated. **Also** see List of Submittals (Letter I, pg. 8 below).

- A. Introduction: Proposals shall be typed and submitted on 8 1/2" x 11" paper, using a simple method of fastening. The proposal shall not include any unnecessary, elaborate or promotional material. Excessive lengthy narrative is discouraged; presentation shall be clear and concise. A maximum of twelve pages, excluding any resumes attached, is considered responsive. At a minimum the proposal must contain the following:

- 1) The methodology/approach proposed for the work as defined in the Scope of Work.
 - 2) The name of the proposing firm, including a full mailing address, e-mail, telephone and fax number.
 - 3) The name of the Project Manager, Associates, Plan Checkers, or staff that will be assigned to this work.
 - 4) Team Members applicable to this work. The areas of responsibility of each Team Member shall also be listed.
- B. Qualifications: The overall capabilities of the consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management and ability of persons assigned to perform the work. Possession of appropriate licenses and certificates.
- C. Personnel: This section must delineate the experience and/or background of the personnel and include an organizational chart.
- D. Reference: List three (3) former municipal/governmental agencies for which comparable services have been performed within the last five years. Include the organization name, mailing address, name and telephone number of the designated contact person and the email address if available.
- E. Authorization: This proposal shall be signed by an official authorized to bind the firm to the terms and conditions contained therein, and the proposal shall contain a statement that the same is valid, binding, and capable of acceptance by the City for ninety (90) days from the date of submittal.
- F. Fee Schedule: Fee Schedule shall be included which will be valid for at least one (1) year from the effective date of the contract. The schedule of fees to provide the services outlined above shall include (a) a statement that compensation shall not exceed the following percentage of the City's collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans), (b) plan review on an hourly basis for those projects designated by the City where fees are based on time and material, (c) expedited plan review, (d) other services provided as appropriate.
- G. Time Schedules: The City's Land Development Division requires a two-week turn-around time for initial plan review and all subsequent plan reviews. Include availability and turn-around time (including transportation of plans) for expedited plan review and the turn-around time for each subsequent expedited plan review (re-check).
- H. Transportation of Plans: Include the method of transportation of plans for the initial plan review between the City of Moreno Valley Land Development Division and the Consultant's office where the plan check service will be completed. Second and subsequent submittals as well as all plan review comments will be made directly to and from the Consultant's office. The City shall be copied on all plan check comment letters.
- I. List of Submittals: All of the following **must** be submitted. Failure to submit any portion of these documents could be cause for rejection of the submitted proposal.
Note: One (1) Original and three (3) complete copies are required, clearly marked as such. (See Section XIV below).
- 1) Non-Collusion Affidavit (page 16)
 - 2) Affidavit of Non-Conviction (page 17)

- 3) Vendor Information (page 18)
- 4) References (pages 19-20)
- 5) Proposal Fee Schedule (page 21)
- 6) Addenda Acknowledgement (page 22)
- 7) All items listed above in this section (A through I)

X. Withdrawal of Proposal

Any Proposal may be withdrawn prior to the time and date set forth in the Notice Inviting Proposals, provided that a written request executed by the Proposer or his or her duly authorized representative for the withdrawal of such Proposal is filed with the Purchasing Division of the City prior to such time and date. The withdrawal of a Proposal shall not in itself prejudice the right of a Proposer to file a new Proposal provided the new Proposal is received before the closing date and time. Contact Virginia Garcia at purchasingdivision@moval.org

No Proposal may be withdrawn or changed **after** the time noted for submission of Proposals, even if the reason is due to the Proposal being compiled from an incomplete set of RFP documents and/or specifications. The lowest Proposer may seek relief of the RFP by submitting a written request within five days after the opening of the RFP's. Whether or not to grant a request for withdrawal of an RFP is within the sole discretion of the City. Said written request shall certify all of the following:

- 1) A mistake was made.
- 2) Specifying in detail how the mistake occurred.
- 3) The mistake made the Proposal materially different than he or she intended it to be.
- 4) The mistake was made in filling out the RFP and not due to error in judgment or to carelessness in inspecting the scope of the work or in reading the specifications (PCC 5101, 5103).

XI. Proposal Questions and Instructions

Proposals, to be entitled for consideration, must be made in accordance with the following instructions:

- A) Each Contractor shall exercise utmost diligence to obtain a full set of scope and related Proposal documents. The City will advise the Contractor of changes in the contract documents and specifications by the issuance of addenda during the Proposal period. Addendums will be placed on the City web site. See Notice Inviting Proposals. All such changes shall become a part of the Contract. No Proposal may be withdrawn after the closing date and time of the opening of the Proposals because of having been compiled from an incomplete set of contract documents and/or specifications.
- B) Any questions or doubt as to the true meaning and intent of the Proposal documents and specifications **must** be brought to the attention of the City **in writing**. All questions regarding this RFP are to be directed to Virginia Garcia at purchasingdivision@moval.org. Questions and subsequent responses will be provided **only to those companies** that have notified Virginia Garcia of their intent to submit a proposal. All questions and responses shall become part of the final contract. The City will not be responsible for any other explanations or interpretations.
- C) No oral agreement or conversation with any officers, employees, or agents of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. Request for an interpretation shall be emailed to Virginia Garcia at purchasingdivision@moval.org **at least five (5) business days** before the time announced for opening the Proposals. Questions that are closer to the closing date than this will not be addressed and will not be part of the subsequent contract.

XII. Instructions for Submittal of Proposal

Proposals shall be submitted on City forms included hereinafter to the City Clerk's Office of the City of Moreno Valley. List Proposal cost for each item separately. Prices must be stated in the units specified herein. **One (1) original and three (3) copies of the Proposal are to be submitted and must be clearly marked as such.** It is the Proposers responsibility to ensure that submissions are delivered to the correct location **before** the deadline. Completed Proposals shall be enclosed in a sealed envelope, addressed as follows:

**City of Moreno Valley
Attn: City Clerk
14177 Frederick Street
Moreno Valley, CA 92553**

The proposer's company name and address shall be clearly marked on the outside delivery envelope, the RFP number, name of project, hour and date of RFP closing as specified in Notice Inviting Requests for Proposals and the words **"SEALED REQUEST FOR PROPOSAL, DO NOT OPEN WITH REGULAR MAIL"**.

IMPORTANT
ON-TIME RECEIPT OF YOUR RESPONSE

The responsibility of ensuring that your time-sensitive document is received by the due date and time AND delivered to the City office stated in the invitation rests solely with the sender. You may hand deliver your document to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is not valid as proof of timely delivery. The City of Moreno Valley and the Community Services District (CSD) assumes no responsibility for bids, proposal or quotes which arrive at the City office stated in the invitation beyond the due date and time.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable. Regardless of the method you choose to submit your time-sensitive document, you must allow for our internal delivery system to process your item to the required office **before** the due date and time. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened. All prices, quotes and notations must be typewritten or written in ink. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent. Corrections must be initialed by the person signing the RFP. If the Proposal is made by an individual, it shall be signed and his full name and address shall be given; if made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given on a separate sheet of paper; if it is made by a corporation, it shall be signed by the president or a vice-president plus the secretary or assistant secretary, attested by the corporate seal and the name of the state under the laws of which the corporation was incorporated, and the names and titles of all officers of the corporation shall be given. Proposals not received by the City Clerk's Office of the City of Moreno Valley before the time and date set forth in the Notice Inviting Requests for Proposals shall be declared late and returned unopened to the Proposer.

XIII Scope of Services

Consultant engineering plan check services will be on an "as needed" basis. There will be no guarantee of work. The Consultant will review and/or perform duties related to the following:

The Consultant will be required to adhere to all federal, state, and local requirements. In general, the engineering plan check consultant services to be furnished for this project will include, but not be limited to, the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, easement and right-of-way documents, construction cost estimates, soils/geotechnical reports, hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. The Consultant shall review the construction cost estimate in the City's format to be utilized for bonding purposes and in most cases, establishment of plan check fees. Additionally, the Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. The Consultant shall adhere to a fourteen calendar day (two week) turn-around time for plan reviews; and more specifically described below.

A) Research of Record Information

With the first plan check submittal, the Consultant shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that the City knowingly has in its possession. The City will make available City records on regularly scheduled workdays. City copy machines will be made available to the Consultant to reproduce any plans or other documents as necessary for the Consultant's use in performing the plan check. The City will provide project conditions of approval with the first plan check.

B) Format Submission

The Consultant shall provide clear, concise, and complete plan check reviews to include, but not be limited to, all applicable items listed in the City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. The Consultant shall check plan compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements.

The Consultant shall ensure that all drawings are prepared using twenty-four inch by thirty-six inch (24" x 36") plan sheets (except maps). Final plans shall be prepared using permanent ink on 24" x 36" mylar sheets. No stick-ons are allowed. The original plans are to be considered to be the property of the project proponent, and shall be submitted to the City for approval. Upon approval of the mylars by the City Engineer, the plans shall become the property of the City.

C) Submittals to City

- 1) Completion of the first plan check shall be fourteen (14) calendar days after pick-up from the City, unless otherwise directed by the City. Upon completion of the first plan check review, the consultant shall provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents.
- 2) The Consultant shall perform subsequent plan checks using the same assigned staff to complete the plan checking process unless otherwise directed by City staff.
- 3) The Consultant shall incorporate plan check comments from City staff from all pertinent department and divisions.
- 4) Upon completion of the final plan check, the Consultant shall meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints accompanied by the original reproducible mylars and a final construction cost estimate, unless otherwise directed by City staff.
- 5) The Consultant shall state on the original mylars (or in a written statement as directed by City staff) that they have reviewed the plans for conformance with City standards and

practices and is recommending the plans for City approval. The responsible engineer shall sign the statement.

- 6) The Consultant shall provide a written statement on his letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation.
 - 7) Upon completion of the Consultant's map review and after final review by City staff, the Consultant's authorized engineer or land surveyor shall sign the final map/parcel map as the "Authorized Agent of the City Engineer".
- D) Estimate of Quantities and Cost
A preliminary estimate of quantities and costs shall be provided by the project proponent on forms provided by the City and included in the first plan check submittal. A final construction cost estimate shall be prepared by the Consultant. The final estimate of cost shall be based upon, and in agreement with, the final quantities as shown on the plans.
- E) Sewer and Water Drawings
The project proponent shall provide to the Consultant all sewer and water drawings necessary to perform the sewer and water plan check within the public right-of-way. The Consultant shall not be required to research sewer and water drawings. Because the City does not own the sewer and water facilities, the Consultant shall review these drawings for conflicts with City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. Sizing and capacity of these facilities is not the responsibility of the City's Consultant. The Consultant shall prepare a final construction cost estimate.
- F) Pre-Plan Check Meeting
The Consultant shall pick-up the first plan check submittal package from the City within 24-hours of notification by the City. The City will answer questions and provide guidance for the review and research of City records for the submittal prior to the Consultant checking of the plans.
- G) Post-Plan Check Meeting
The Consultant shall arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. The Consultant shall prepare a return transmittal to the project proponent.
- H) Second and Subsequent Plan Checks
The project proponent shall deliver second and subsequent plan checks to the consultant directly. The Consultant shall return second and subsequent plan checks to the project proponent within fourteen (14) calendar days.
- I) Project Reporting
The Consultant shall provide a written weekly status report to the City regarding the plan check submittals by Friday at 3:00 PM. The reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports may be e-mailed to the City.
- J) Responsible Engineer/Surveyor
A registered civil engineer in the state of California shall be the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check.

XIV. Selection Criteria

The City recognizes that price is only one of several criteria to be used in evaluating a product or service. Award of the Contract shall be made to the lowest responsive and responsible Proposer that best meets the City's specifications and needs, and represents the best overall value for the City. The City is not bound to accept the lowest price proposal. Submitted proposals will be evaluated on the following criteria but such criteria are not inclusive of all that may be considered. The proposal of the top-ranked firms will then be analyzed by the selection panel and may be invited to a selection interview.

- A) Evaluation is based on: (criteria are not listed in any order of importance).
- 1) The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of the City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
 - 2) Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with State and Federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
 - 3) Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to perform the services; and outline quality control measures to ensure on time delivery of a quality plan check.
- B) Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

XV. Disqualification of Proposal

- A) More than one Proposal from an individual, a firm or partnership, a corporation or an association under the same or different name will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal will cause the rejection of all Proposals in which that Proposer is interested.
- B) If there is a reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in awarding a Contract. Proposals in which the prices obviously are unbalanced may be rejected. If the experience or financial background of the Proposer, as a contractor, is inadequate or past performance has been unsatisfactory, his or her Proposal may be rejected.
- C) No Proposal will be accepted from a Proposer who is not fully and properly licensed as a contractor in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code on the date and at the time of the submittal of the Proposal for the work to be done by him or her (B & P 7028.15).
- D) Missing or lack of complete required documents.

XVI. Execution of Contract

See Section D.

- XVII. Insurance Requirements of Successful Bidder
See Section D.

SECTION C

**REQUIRED RFP
SUBMITTAL DOCUMENTS**

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

I am the _____ and the duly authorized
(Title)

Representative of the firm of: _____
(Name of Corporation)

Whose address is: _____
_____ And that

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, and of its officers, directors, or partners, or any of its employees directory involved in obtaining Contracts with the City have been convicted of, or have plead *nolo contendere* to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State of the Federal government (conduct prior to July 1, 1977 is not required to be reported).

State "none" or, as appropriate, list any conviction, plea or admission described in paragraph two above, with the data, court, official, or administrative body; the individuals involved and their position with the firm, and sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the City to make a determination. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the City may terminate any Contract awarded and may take any other action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature: _____ Date: _____

Printed Name _____ Title: _____

Name of firm: _____

VENDOR INFORMATION

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: _____

Owner / Manager Name: _____

PO Mailing Address: _____

City: _____ State _____ Zip _____

Remit to Address (if different from PO mailing address)

City: _____ State _____ Zip _____

Web Site: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Incorporated? (mark one) Yes ___ or No ___

Fed. Tax I.D. # or Social # _____

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? _____

How many years of relevant experience within the scope of this RFP? _____

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal # VAG-11/12-04 have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

(Print Quoting Persons Name) (Title)

(Quoting Persons Signature) (Date)

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years - Public or Governmental Agencies preferred. (Type or Print)

1. Name of Public Agency: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Telephone: () _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

2. Name of Public Agency: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Telephone: () _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

3. Name of Public Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Title: _____

Telephone: () _____ Email: _____

Service Dates: _____

Brief Summary of Project/Work provided: _____

Insert fee proposal here and include this signature page.

Company Name: _____
(print)

Authorized Signer: _____
(print)

Signature: _____ Date: _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Company Name: _____

Address: _____

Telephone No.: _____

Email Address: _____

By: _____
(print)

Signature: _____ Date: _____

SECTION D

**POST AWARD
REQUIREMENTS**

REQUIRED DOCUMENTATION AFTER AWARD

- A. After notification of award, the successful Contractor shall provide all of the following **within fourteen (14) calendar days**. Failure to execute and furnish said documents within said fourteen (14) days shall be just cause for the annulment of the award and pursuit of an Agreement with the next responsive and responsible proposer.

1. Execution of Contract:

Two copies of the Contract shall be signed by the successful Proposer and returned **together** with any required documents such as insurance, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the City until the execution of the Contract. Failure to execute a Contract and acceptable documents as required herein shall be just cause for the annulment of the reward. The RFP may be awarded to the next responsive bidder or may be re-advertised.

2. Insurance Requirements of Successful Bidder:

Insurance: **Successful, selected proposer** shall be required to provide the required insurance coverage prior to the final execution of the Agreement and as outlined in the attached "Sample Agreement" and the summarized below. Required insurance is marked with an "X" on the "sample" Agreement included herein. An Endorsement page must accompany the insurance and must list the three agencies of the City as "additional Insured". Proper wording for this is contained in the "Sample Agreement" under Section G and is bolded for your reference.

General Liability

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

Auto Liability-Owned & Non-owned \$ 500,000 combined single limit

Workers' Compensation An amount to comply with State of California requirements **OR** waiver as described below.

Note: Those firms that do not have Workers' Compensation Insurance coverage and are compliant with State guidelines for a qualifying waiver **must** submit the proper Exception to Workers' Compensation Coverage form. Three PDF files are included with the RFP on the City website as Attachments. Please select the appropriate form depending upon how your company is established; either as a "Sole Proprietor", a "Partnership" or a "Corporation". Print out and fill in the appropriate form, have it notarized, and submit with your proposal to the City of Moreno Valley.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. _____**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as _____.
Project No. _____.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "___" attached hereto and incorporated by this reference.

Or

The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this

Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual

orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the

City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit E or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued

immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct

copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the _____ (Example: Public Works Director/City Engineer of the City or his designated representative), fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such

occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such

records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board,

committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon

completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

SAMPLE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____
Chief Financial Officer
/City Manager/Mayor
(Select only one please)

BY: _____
Name: _____

TITLE: _____
(President or Vice President)

Date

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds \$15,000)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

EXHIBIT A
REQUEST FOR PROPOSAL

EXHIBIT A

40 of 49

EXHIBIT B
CONSULTANT SCOPE OF SERVICES

EXHIBIT B

41 of 49

EXHIBIT C
CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

SAMPLE

EXHIBIT C

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EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$_____. The Consultant's compensation for plan check services shall be based on time (hourly rate) and material, not to exceed 65% of the City's Land Development Division's applicable user fees collected per project, except for review of maps (parcel maps, tract maps) in which case the compensation shall not exceed 75% of the City's Land Development Division's applicable user fees. For those projects identified by the City as time and material projects where fees are not based according to user fees, the not to exceed limits described above will not apply. City will review time expended by Consultant upon receipt of Consultant's invoices.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City

Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the _____ Department at <email address>@moval.org or calls directed to (951) 413-_____.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

- A. Vendor Name, Mailing Address, and Phone Number
- B. Invoice Date
- C. Vendor Invoice Number
- D. Purchase Order Number
- E. City Project Number
- F. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), description of services performed and rates; invoices without description of work are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same. The City will review each invoice submitted by the Consultant, along with any accompanying required

documentation in order to determine that the Consultant has properly invoiced, documented and executed the required services.

7. Failure to comply with all requirements of this Agreement may result in non-payment for work.

SAMPLE

EXHIBIT D

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EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
\$1,000,000 each accident for bodily injury
\$1,000,000 disease each employee
\$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

SAMPLE

Addendum # 1
R.F.P. # VAG 14/15-03
September 3, 2014

The City strives to keep vendors responding to City needs current with information to each RFP/RFQ or Bid. As such we will receive question in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

Question:

Section B / IX. Proposal Requirements / A. Introduction .. "A maximum of twelve pages, excluding any resumes attached, is considered responsive."

Question: Can you please clarify whether the following must be included in this 12 page count?

7 pages of forms (listed in the List of Submittals, page 8)

"A minimum 3 letters of recommendation" (page 6)

Answer:

Letters of recommendation are excluded from the twelve page maximum, as stated. Although, not explicit, the seven pages of forms should also be excluded from the twelve page count, otherwise the bidder would only have 5 pages to provide the requested information. By all means, there can be more than twelve pages, the twelve pages are a minimum to be considered responsive.

Question:

Page 7, IX A. it states there is to be a maximum of twelve (12) pages (excluding resumes). Since the city has six (6) required forms to be submitted with the proposal, are the required forms also excluded from the 12 page count?

Answer:

Yes, the required forms are excluded from the 12 page count.

Question:

Page 12, XIII D) & E) require the Consultant to prepare a final cost estimate. Since the designer of record and project proponent are responsible for their project related submittals, and are making decisions based upon plan review comments provided and related work quantities, shouldn't the final cost estimate remain the project proponents responsibility and be submitted for final review with the other documents that are being checked? If not, then this would become a separate action once the plans are reviewed, signed and submitted.

Answer:

It is the responsibility of the City's plan check engineer and consultant to review the cost estimate prepared by the developer's engineer. The cost estimate prepared and submitted by the developer's engineer is preliminary until such time City staff or consultant representative has reviewed and approved it at which time it becomes the final engineer's cost estimate. The final engineer's cost estimate typically occurs concurrent with improvement plan final approval

Question:

Page 13, XIV A) 1) & 2) both include reference to the phrase "local experience". Please clarify the scope or extent of what is included within this phrase.

Answer:

Local experience is considered plan check services performed for municipalities near Moreno Valley in the general inland empire area.

Question:

Page 13 XV C) contains the disqualifier that "No Proposal will be accepted from a Proposer who is not fully and properly licensed as a contractor" under the CA B&P Code Section 7000. Is it the city's expectation that the firm or individual providing the engineering plan check consultant services be dual licensed as a consulting engineer and a contractor?

Answer:

A contractor's license is not required for plan check services.

Question:

On page 7 of your RFP the City requests each proposal be a maximum of 12 pages, exclusive of resumes. Does this 12 page limit include or exclude a front and back cover, the three (3) reference letters (requested on page 6), as well as the following required RFP submittal documents?

- 1) Non-Collusion Affidavit (page 16)
- 2) Affidavit of Non-Conviction (page 17)
- 3) Vendor Information (page 18)
- 4) References (pages 19-20)
- 5) Proposal Fee Schedule (page 21)
- 6) Addenda Acknowledgement (page 22)
- 7) All items listed above in this section (A through I)

Answer:

The twelve page maximum excludes the front and back cover, reference letters, as well as the RFP submittal documents that you have listed above.

Question: Would the City be willing to accept Statement of Qualifications from start-up companies who has no current or previous service to other governmental jurisdictions but its principal having over 10 years working for a city consultant and had worked for a county government performing the same function?

Answer: All consultants are invited to submit proposals for the Engineering Plan Check RFP. We recommend to provide any documentation or references associated with the proposed scope of work, as well as to highlight employee experiences and skill sets that would indicate their ability to perform the type of work outlined in the RFP.

Addendum # 2
R.F.P. # VAG 14/15-03
Engineering Plan Check Consultant Services

September 4, 2014

Sections III (page 6), IX (page 8) and XIV (page 13) of this RFP requires the submittal of cost and fee schedule information. Please note we will **not** be requiring Consultants to provide a fee schedule at this time. Please omit page 21 (Proposal Fee Schedule) from your required RFP Submittal Documents.

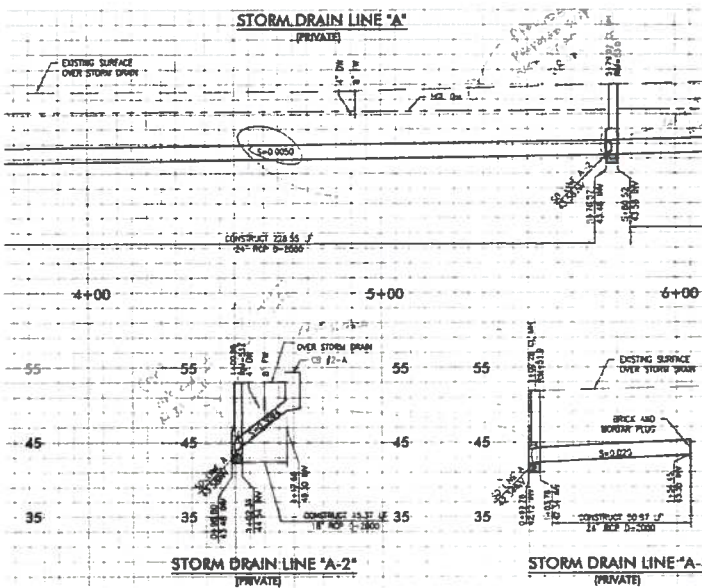
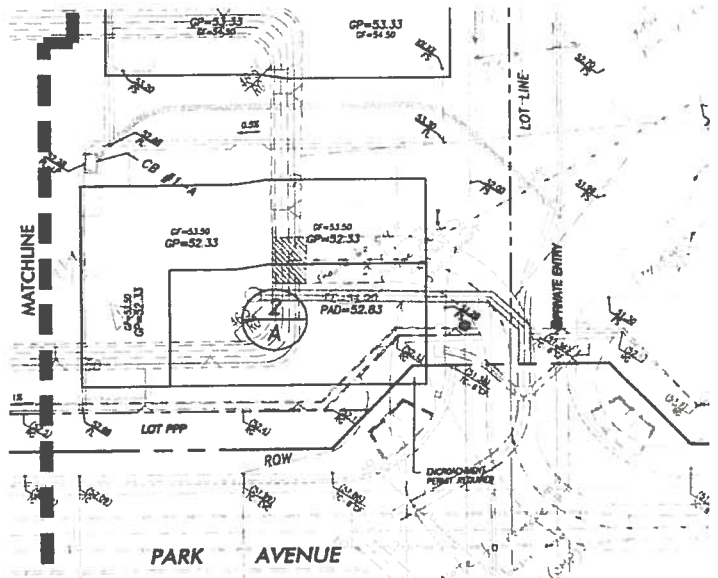
Furthermore, Section IX. F. (page 8) is revised as follows:

“Consultant compensation shall not exceed the following percentage of the City’s collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans). For those projects determined by the City as Time & Material projects, the “not to exceed amount” is not applicable.”

EXHIBIT B

September 15, 2014

Proposal



CITY OF MORENO VALLEY Engineering Plan Check Consultant Services RFP # VAG 14/15-03

Prepared By



HUNSAKER & ASSOCIATES

2900 Adams Street Suite A-15
Riverside CA 92504

Contact Paul Huddleston Jr. PE, PLS Principal
951 509-7031
phuddleston@hunsaker.com

Prepared For



CITY OF MORENO VALLEY

Attn: City Clerk

14177 Frederick Street
Moreno Valley CA 92553



HUNSAKER & ASSOCIATES

IRVINE, INC.

INLAND EMPIRE REGION

PLANNING
ENGINEERING
SURVEYING
GOVERNMENT
RELATIONS

September 15, 2014

IRVINE
LOS ANGELES
RIVERSIDE
SAN DIEGO

CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, CA 92553

Attn: City Clerk

Subject: **Proposal for Engineering Plan Check Consultant Services
R.F.P. # VAG 14/15-03**

Hunsaker & Associates, Inc. (H&A) is pleased to submit this proposal for providing professional Engineering Plan Check Consultant Services for the City of Moreno Valley. The proposal, as submitted, is comprehensive and fully responsive to the requirements stated within the RFP/solicitation referenced above.

FOUNDING PARTNERS:

RICHARD HUNSAKER
TOM R. MCGANNON
JOHN A. MICHLER
DOUGLAS G. SNYDER

As one of the premier multi-disciplined civil engineering companies within Southern California, H&A is celebrating over 38 years of providing distinguished professional services to our clients and is distinctly suited to provide complete plan check services for the City of Moreno Valley. H&A currently provides complete on-call improvement plan and plan checking services to the cities of Anaheim, Corona and Orange County Public Works. H&A also provides on-call map/right-of-way engineering checking for City of Long Beach and Orange County Transportation Authority (OCTA).

PRINCIPALS:

DAVID FRATTONE
FRED GRAYLEE
BRADLEY HAY
PAUL HUDDLESTON
KAMAL H. KARAM
DOUGLAS L. STALEY
KRIS WEBER
JOSEPH E. WIGHTMAN

H&A has assembled a highly educated and experienced professional team, including specialized subconsultant GMU, Geotechnical, Inc. (Geotechnical Investigations) to assist the City of Moreno Valley with complete engineering plan checking services.

H&A is very familiar with City of Moreno Valley design standards, Caltrans Highway Design Manual/standard plans/specifications/Standard Specifications for Public Works construction (Green Book)/Americans Disability Act/California Title 24 Accessibility requirements, Riverside County hydrology/local drainage manuals and governmental agencies processing procedures. We have also produced numerous City infrastructure capital improvement Assessment District project plans which serve to bolster our project plan review capabilities.

Mr. Paul R. Huddleston, Jr., PE, PLS will be the H&A Principal-in-Charge/Project Manager for all City of Moreno Valley plan checking projects. Mr. Huddleston has over 37 years of professional civil engineering and land surveying experience covering all facets of civil design, entitlement planning, grading and infrastructure construction management. Mr. Huddleston will be responsible for the day-to-day supervision, coordination of H&A's design team, and interface with H&A's subconsultant specialist of projects assigned. He will be the primary contact for the City of Moreno Valley, subconsultant and agency staff members. He will steer and delegate project tasks accordingly to extremely competent H&A team members. Mr. Ed Mandich, PE will support Mr. Huddleston and will provide quality control/quality assurance reviews of plan checking.

2900 Adams Street
Suite A-15
Riverside, California
92504

(951) 352-7200 PH

(951) 352-8269 FX

www.hunsaker.com



Hunsaker & Associates, Inc. is a California Corporation established in 1976. We at H&A have an ongoing commitment of providing state of the science civil engineering designs and plan reviews which are efficient, accurate and readily understandable. We provide ongoing project management and critical path monitoring for each project to insure complete engineering for each project assigned to be delivered on schedule.

H&A strictly adheres to our policy of non-discrimination against any employee or employment application because of race, color, religion, sex or national origin. We possess policies of insurance which meet or exceed the CMV RFP/Agreement requirements. H&A is further committed to keeping the H&A design team assigned with this proposal for the duration of the City contract.

This proposal will be valid, binding, and capable of acceptance by the City for ninety (90) days from the date of submittal.

Hunsaker & Associates, Inc. is grateful for the opportunity to submit this professional civil engineering proposal for engineering plan check consultant services. We look forward to the potential of working with the City of Moreno Valley on upcoming projects. Should you have any questions, please do not hesitate to contact me directly at (951) 509-7031 or via email at: phuddleston@hunsaker.com.

Sincerely,

HUNSAKER & ASSOCIATES, INC.



Paul R. Huddleston, Jr., P.E., P.L.S.
Principal
RCE 58020

W.O. 3801-9PW
(k\pw\ps\sl\COMOVA 012P-ph.doc)



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Section 1 Qualifications

Firm Background

Hunsaker & Associates, Inc. (H&A), established in 1976, is a California Corporation. Our company is a full-service civil engineering firm with headquarters in Irvine and branch offices in Riverside, Los Angeles, Palm Desert and San Diego.

The primary contact regarding this Proposal is:

Paul R. Huddleston, Jr., P.E., P.L.S., Principal-in-Charge
Direct: (951) 509-7031 | Fax: (951) 352-8269
phuddleston@hunsaker.com

H&A has a staff of 174 professional engineers, planners, surveyors, administrative and support personnel including 35 RCE, 4 EIT, 12 PLS, and 5 LSIT. Our strength lies in the company's experience and versatility. Personnel include professional engineers, land surveyors and designers who prepare projects from preliminary concept to construction plans with accompanying final mapping, governmental processors with public sector experience, and project managers skilled in production of improvement plan functions and the art of moving a project through its various stages design and construction to ultimate completion.

Professional Services Offered

H&A provides professional services to both public and private sector clients, including: local, state and federal agencies; residential, industrial and commercial land developers; water districts, municipalities; private land owners; consulting engineering and architectural firms; and contractors. The following describes our major areas of work:



Public Works Engineering Services: Since 1976, H&A has worked with both public and private sector clients to design water and wastewater infrastructure, public roadways, flood control channels and other backbone infrastructure for numerous cities projects throughout Southern California. We provide concise, cost effective, and accurate plans and reviewing of plans for public improvements to local agencies. Our capabilities include transportation infrastructure, water, sewer, and storm drain design; lift station, pump station, and reservoir design; water and sewer master planning; transportation planning and engineering; hydraulic, hydrologic and sedimentation engineering; assessment district engineering; construction engineering management; and re-development agency engineering.



Land Surveying and Mapping Services: Our survey team of licensed land surveyors, field crews, and office support personnel provide a comprehensive range of state-of-the-art surveying for our clients, combining traditional surveying techniques with advanced surveying technology. The mapping department at H&A is staffed with licensed surveyors who have extensive experience with preparation and interpretation of legal descriptions and mapping procedures. Our field crews are fully equipped with the most sophisticated survey instruments available. Some of our capabilities include boundary & property surveys, record of survey, field surveys, construction staking, A.L.T.A. surveys, topographic and aerial control survey, and GPS surveying.



Planning and Environmental Services: Specific plans; environmental analysis; urban design; master plans; re-use and redevelopment planning; site/land use planning; community planning; general plans; entitlement-to-use processing; regulatory permits; and public information programs.

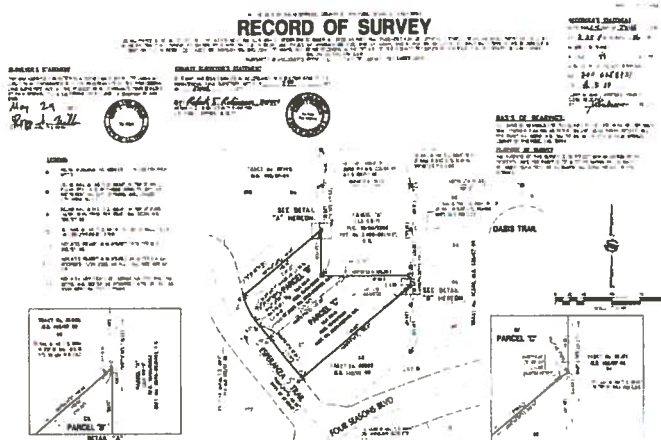
Governmental Relations Services: H&A's capabilities include entitlement processing; issues management; community outreach programs; public presentations; marketing; project management; development issues and processing project coordination; and negotiations.

Related Professional Services: Computer-aided design and graphics; earthwork quantity cost estimates; cost/quantity estimates; visual analysis and media services; graphic design and illustration; Geographic Information Systems (GIS)/Land Information Systems (LIS); and Automated Mapping/Facilities Management.

Relevant Project Experience

Plan Checking Services - Riverside County Surveyor

Riverside, California



Scope of Work

- Final Map Checking Services
- Construction Staking
- Roadway Alignment/Record of Survey
- Reconnaissance of Monuments
- Data Collection
- Control Surveys

Project Description

Hunsaker & Associates, Inc. provides roadway alignment/records of survey and final map checking services for **Riverside County**. H&A has also provided personnel, both office and field, on an on-call basis for the Transportation Department. Services include reconnaissance of monuments locations with corner records, cross-sections, data collection, aerial targets layout and control surveys, and construction staking. All work was performed with in county desired response timelines and in accordance with contractual budgetary agreement limits.

Client

County of Riverside
4080 Lemon Street
Riverside, CA 92502
Mr. Kenneth D. Teich
County Surveyor
(951) 955-6700

City of Anaheim Design Plan Check Services

Anaheim, California



Scope of Work

- Rough Grading Plans
- Precise Grading Plans
- Street Improvement Plans
- Storm Drain Improvement Plans
- Hydrology & Hydraulics
- Water Quality Management Plans
- Storm Water Pollution Prevention Plans
- Tentative & Final Tract Maps
- Legal Description & Sketch
- Lot Line Adjustments

Project Description

Hunsaker & Associates, Inc. has provided Design Plan Check Services to the City of Anaheim since 1997. Our plan checking responsibilities have included tentative and final tract maps, legal description & sketch, deeds, lot line adjustments, rough grading plans, precise grading plans, street improvement plans, storm drain improvement plans, hydrology & hydraulics, water quality management plans and storm water pollution prevention plans. We have reviewed and continue to review a wide variety of projects including commercial sites, transportation facilities, professional sports facilities, entertainment theme parks, office buildings, public roadways, storm drain master planned facilities, multi-family and single family residential developments, educational facilities, passive recreational centers and business parks.

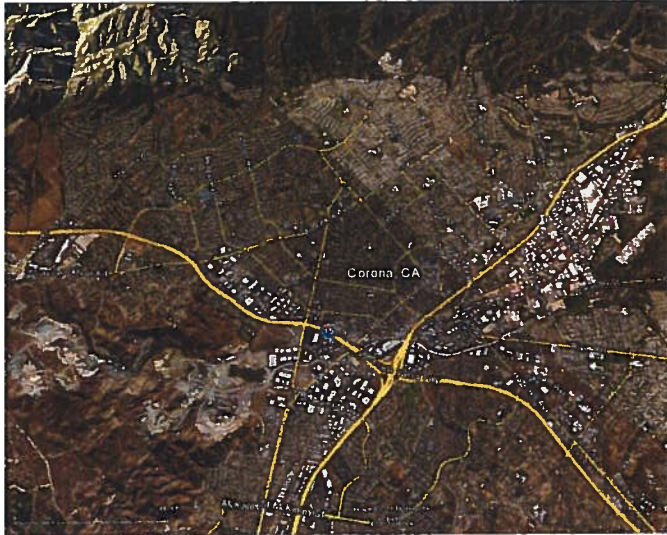
All plan checking services are provided in conformance with the Project Conditions of Approval, City of Anaheim Department of Public Works Standard Details, City of Anaheim Hydrology & Hydraulics Manual, City of Anaheim Grading Code, Subdivision Map Act, Orange County Hydrology Manual, CALTRANS Highway Design Manual, CALTRANS Traffic Manual, CALTRANS Standard Plans and Specifications, Americans with Disability Act, California Title 24 requirements, American Public Works Association "Greenbook" Standard Plans for Public Works Construction and the APWA "Greenbook" Standard Specifications for Public Works Construction.

Client

City of Anaheim
200 S. Anaheim Boulevard
Suite 276
Anaheim, CA 92805
Ms. Natalie Meeks
Public Works Director
(714) 765-4530

Plan Checking Services for the City of Corona

Corona, California



Scope of Work

- Hydrology Study
- Detention Basin
- Water Quality Report
- Hydrology/Roadway Improvement Plans

Project Description

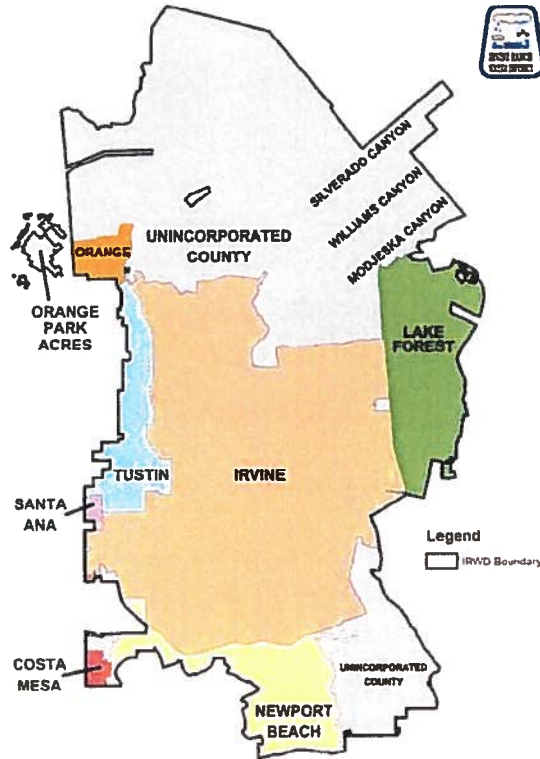
Hunsaker & Associates, Inc. has provided engineering plan checking for the City of Corona since 2007. We have reviewed the Eagle Valley Master Plan project hydrology study, detention basin design hydraulics and water quality report; H&A has reviewed the Wardlow Wash Flood Control facility LOMR for FEMA documentation and plan checked the hydrology and roadway improvement plans for Eagle Glen Parkway East project. All work was performed within county desired response timelines and in accordance with contractual budgetary agreement limits.

Client

City of Corona
400 S. Vicentia Avenue
Corona, CA 92882
Mr. Thomas Koper
Principal Civil Engineer
(951) 279-3525

Plan Checking Services for the Irvine Ranch Water District

Irvine, California



Scope of Work

- Sanitary Sewer Improvement Plans
- Domestic Water Improvement Plans
- Recycled Water Improvement Plans

Project Description

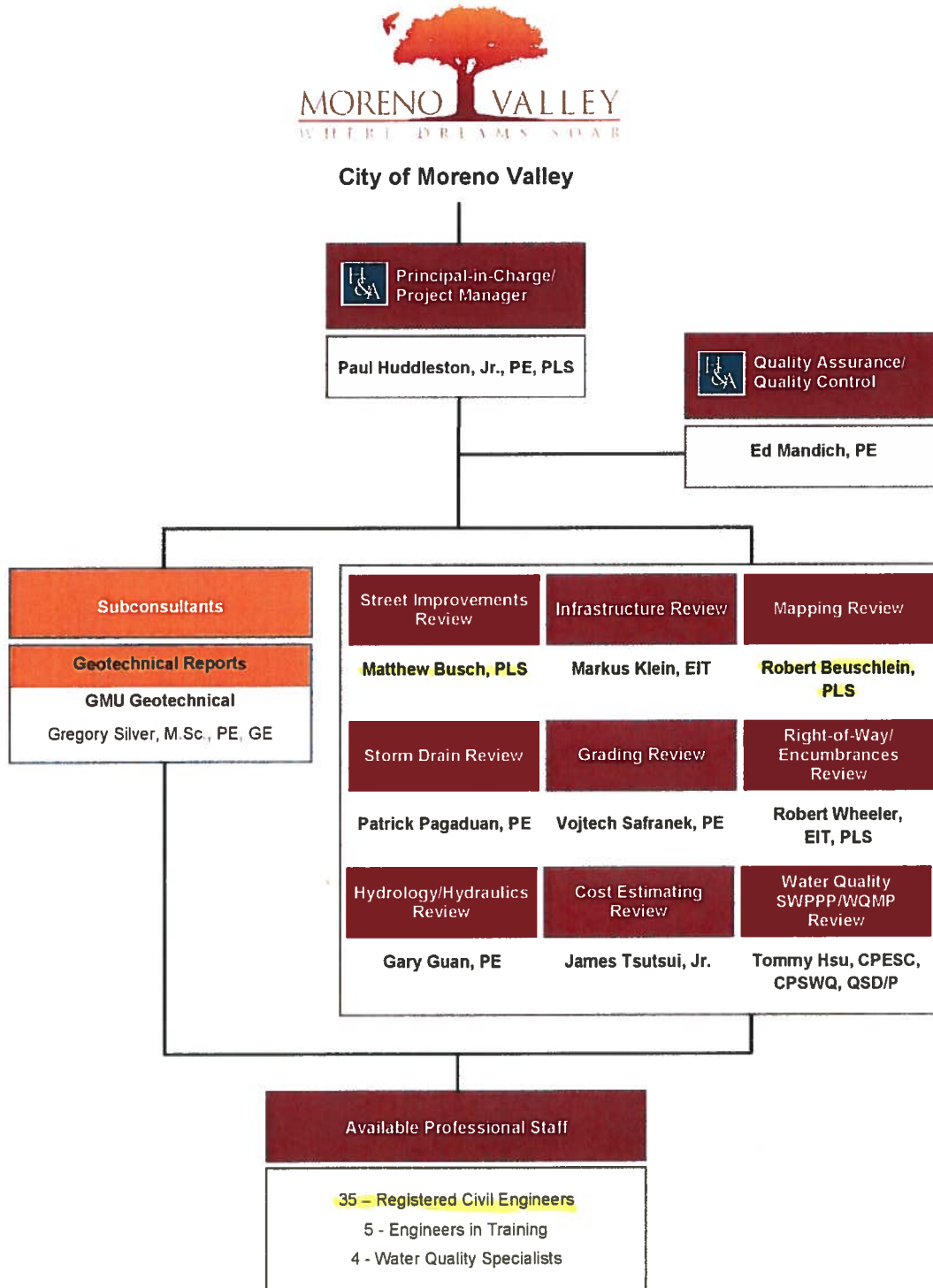
Hunsaker and Associates, Inc. has provided engineering plan checking services to Irvine Ranch Water District (IRWD) since 2011. Since then plan checking has been provided on a weekly basis with an average of 2 to 3 plan sets. Plan check review includes a variety of projects including Assessment District improvements, IRWD Capital improvements, commercial sites, master planned community backbone infrastructure, tract improvements for single family projects, and site improvements for low and high density attached products including apartments. The scope of work includes review of proposed sewer, domestic water, and recycled water improvements for conformance to IRWD's standard plans, project specific Subarea Master Plan, specifications, and procedural guidelines.

Client

Irvine Ranch Water District
 15600 Sand Canyon Avenue
 Irvine CA 92619
 Mr. Malcolm Cortez, P.E.
 Principle Engineer
 (949) 453-5300

Section 2 Personnel

Project Team Organization Chart



*All Key Personnel Detailed Resumes can be found in the Appendix

Project Team Qualifications/Experience Matrix

Key Personnel	Experience
<p>Paul Huddleston, PE, PLS <i>Principal-in-Charge/ Project Manager</i></p>	<ul style="list-style-type: none"> ▪ Over 37 years of civil engineering experience. ▪ Served as Project Manager for numerous projects throughout Southern California. ▪ Experience in water and sewer system design, site engineering grading, infrastructure design and improvements, and site surveying.
<p>Ed Mandich, PE <i>Quality Assurance/ Quality Control</i></p>	<ul style="list-style-type: none"> ▪ Over 26 years of experience. ▪ Experience in all aspects of public works engineering, specializing in project engineering from the preliminary design stage through final engineering and construction support services. ▪ Provides plan check services and peer review of engineering plans for the City of Anaheim.
<p>Matthew Busch, PLS <i>Street Improvements Review</i></p>	<ul style="list-style-type: none"> ▪ Over 31 years of experience in the surveying and engineering fields. ▪ Experience has included both field and office responsibilities. ▪ Party Chief for subdivision, boundary, topo, construction, commercial, GPS, GIS, and control surveying, and construction. ▪ Office experience includes the preparation of Tract Maps, Record of Survey Maps, boundary analysis, digitizing and plotting topos, slope staking calculations, drafting, preparing cut sheets, and GPS calculations. ▪ Responsible for map checking, the design of Commercial Sites and Subdivisions starting with a tentative map all the way through to completion of the project.
<p>Vojtech Safranek, PE <i>Grading Review</i></p>	<ul style="list-style-type: none"> ▪ Over 11 years of experience in the Civil Engineering Industry in Southern California. ▪ Design experience includes grading, sewer and water pipeline infrastructure, tentative tract map preparation and roadway improvements. ▪ Management responsibilities include key roles in project coordination with clients, sub-consultants and governmental agencies, as well as preparing contract specification documents, cost estimates and performing field construction observation.
<p>Patrick Pagaduan, PE <i>Storm Drain Review</i></p>	<ul style="list-style-type: none"> ▪ Over 26 years of experience in land development and public works civil engineering ▪ Experience emphasizes hydrology and hydraulic analysis of private and public infrastructure systems, surface runoff water quality analysis, and the design of drainage and storm drain systems of commercial/industrial centers as well as hillside and residential communities. ▪ Having worked as an engineer in the public sector, he also has solid experience in public works design, facility maintenance and construction inspection.
<p>Gary Guan, PE <i>Hydrology/Hydraulics Review</i></p>	<ul style="list-style-type: none"> ▪ Over 25 years of experience in a broad range of civil engineering. ▪ As a project engineer, he was heavily involved in various projects relating to all phases of hydrology analysis, design of flood control, erosion control, storm-water system and detention and water quality basins. ▪ Experienced in erosion and sedimentation analysis of river and watershed systems, and in master drainage planning. ▪ Experience also involves numerous projects with CLOMR (Conditional Letter of Map Revision) and LOMR (Letter of Map Revision) application through FEMA.

Key Personnel	Experience
<p>Markus Klein, EIT <i>Infrastructure Review</i></p>	<ul style="list-style-type: none"> Over 23 years of experience in the civil engineering field. Experience includes Roadway Design, Potable and Non-Potable Water Systems, Sanitary Sewer Design, Grading, Water Quality/Erosion Control, Construction Quantities, Cost Estimates, Construction Specifications (in CSI and Greenbook Format), Project Bidding Support, Construction Observation and Progress Pay Analysis.
<p>Robert Beuschlein, PLS <i>Mapping Review</i></p>	<ul style="list-style-type: none"> Over 28 years surveying experience. Prepares boundary analysis, Topographic Surveys, Record of Survey maps, Parcel Maps and Tract Maps along with the preparation of legal descriptions and accompanying exhibits. Experience in GPS survey methods and data post processing to tie projects into the state plane system.
<p>Robert Wheeler, PLS <i>Right-of-Way/ Encumbrances Review</i></p>	<ul style="list-style-type: none"> Over 14 years experience in Land Surveying being involved in boundary resolution, horizontal control, encumbrance maps, topographic mapping, ALTA mapping, preparation of legal descriptions, lot line adjustments, record of surveys, subdivision maps, condominium conversions, new condominium project developments, and preparation of other survey related exhibits.
<p>James H. Tsutsui, Jr. <i>Cost Estimating Review</i></p>	<ul style="list-style-type: none"> Over 35 years of experience providing professional estimating services within the civil engineering and land development industries. Particular emphasis and experience with infrastructure and grading, he has tremendous insight and understanding relating the realities of development, processing and entitlement, and the associated agency fees. Provides a level of accuracy and detail within these estimates that allows for comprehensive budgeting and fiscal due-diligence from the preliminary design stage of a project.
<p>Tommy Hsu, CPESC, CPSWQ, QSD/P <i>Water Quality SWPPP/WQMP Review</i></p>	<ul style="list-style-type: none"> Over 14 years of experience in Water Quality Engineering City of Anaheim, CA On-Call WQMP Plan Checking: (Water Quality Specialist) City of Tustin, CA On-Call WQMP Plan Checking (Tustin Legacy Project): (Water Quality Specialist) SSCE TRTP: (Field Environmental Compliance Manager) Environmental (Air, NPDES, Hazardous Materials, Biological) support for construction of Segments 7 & 8 of TRTP Water Quality Related Plans: Preparation and approval of WQMPs, SUSMPs and SWMPs. Provide Quality Assurance and Control for Water Quality related documents. Storm Water Pollution Prevention Plans: Preparation of SWPPPs for private sector and local and state agencies. Construction Site Inspections and BMP Design and Installation: More than 10 years experience on conducting field inspections, BMP design (ESCPs) sampling and BMP installation. Knowledgeable in construction activities and phasing as it pertains to BMP phasing, installation and requirements.
<p>Gregory Silver, M.Sc., PE, GE <i>Geotechnical Reports</i></p>	<ul style="list-style-type: none"> Over 25 years of progressively responsible engineering and management experience in a wide variety of geotechnical engineering projects. He has extensive experience in landslide evaluation and remediation design, geotechnical instrumentation, residential and commercial development, public works projects, municipality consultation, mechanically stabilized earth walls, and forensic projects.

Section 3 References

1. Mr. Clement Jimenez
 Senior Engineer, Land Development Division
 CITY OF MORENO VALLEY
 14177 Frederick Street
 Moreno Valley, CA 92552
 (951) 413-3121

2. Mr. Edward Hunt
 Supervising Land Surveyor
 RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 Survey Division
 4080 Lemon Street, 8th Floor
 Riverside, CA 92501
 (951) 955-6717
 edhunt@rctlma.org

3. Mr. Ken Nishikawa
 Tustin Legacy Development Services Manager
 CITY OF TUSTIN
 300 Centennial Way
 Tustin, CA 92780
 (714) 573-3389

(Note: Reference letters can be found in the Appendix)

Section 4 Project Approach/Understanding

H&A will work closely with the City of Moreno Valley (CMV) and attend project assignment meetings identifying and defining plan review work objectives and anticipated CMV baseline scheduling. H&A's comprehensive plan reviewing/checking will incorporate the following:

- ◇ Establish a project filing system compatible with CMV requirements and capable of collating each project's correspondence.
- ◇ Reference/working data.
- ◇ Comments/response.
- ◇ Define H&A administrative tasks with structured procedures acceptable to CMV and standardize checklist form.
- ◇ Assign key project staff members with specific responsibilities.
- ◇ Review compatibility with existing/proposed mapping/infrastructure improvements
- ◇ Review compatibility with project entitlement conditions
- ◇ Review comments distributions, etc.
- ◇ Provide project schedule incorporating flexibility component to accommodate variations from CMV's baseline forecasts.
- ◇ Identify H&A quality assurance/quality control procedures.
- ◇ Develop risk assessment/ongoing value engineering components for each plan review assignment given.

The H&A municipal plan review process will set up a framework to allow an atmosphere of full cooperation as CMV's review entity interfacing with the involved project proponent's Design Engineers for each plan check assignment.

This proposal is structured to be concise and to the point as requested in the RFP instructions. H&A as prime consultant for CMV Municipal Map and Plan Check and other Land Development Professional services "accepts and incorporates the entire RFP as part of this proposal."

H&A, led by Mr. Paul Huddleston, Jr., PE, PLS, principal, will coordinate and steer the assembled H&A professional team. He will be responsible for H&A staff providing plan checking/design review/value engineering services and Quality Assurance services for CMV projects assigned. The projects will be continually managed by H&A from a technical and administrative stand point. Our accounting files will be available for CMV review monthly. Progress reports will be prepared and all meeting notes, improvement plan "red-line" comments fact sheets, invoicing and project correspondence will be grammatically correct and thoroughly checked prior to delivery to CMV for submitting design professionals responses. The following work plan description is provided to convey our understanding of the major work components and professional team's approach to fulfilling the scope of work required for typical projects assigned for plan reviews. H&A's review will ensure that project designs are cost effective, free of design ambiguities/inconsistencies, meet state of the industry accuracy requirements, and are in conformance with current City and appropriate agency standards and specifications requirements and governmental laws.

H&A has an established plan review/checklist procedures plan which has been very effective and successfully utilized for our cities and agencies plan checking responsibilities over the years.

When H&A commences plan checking activities, the general activities may be summarized as follows:

Review Construction Documents

H&A will research/review all available city records files, mapping, tentative maps, conditions of approval and infrastructure improvement plans.

The construction documents submittals by project proponent will be reviewed in the form of final plans, specifications, and estimates. H&A anticipates all plans to be in a single package, presented in a consistent format, and following a logical sequence. All design drawings shall be prepared in AutoCAD. The plans are anticipated to be prepared utilizing standard CMV Mylar sheets with CMV standard notes and title blocks, using:

- City and Riverside County Surveyors Office Final Map Procedures.
- Local City Design Manuals and Standard Plans.
- Riverside County Flood Control District Standard Plans (where applicable).
- Caltrans Standard Plans (where applicable).

H&A will provide ongoing review of proposed improvements for conflicts with existing and proposed improvements, existing surface and subsurface utilities, identifying potential relocations considerations, any potholing requirements and verifying adequate substructures crossing clearances with existing and proposed utilities, etc.

Map Checking/Review

Map checking services for CMV will be provided by H&A staff with each individual member possessing experience in the mapping field of 10 to more than 25 years. The Hunsaker mapping department has prepared and processed more than 1,500 final and parcel maps, hundreds of Records of Survey, thousands of legal descriptions and lot line adjustments. H&A has also provided map checking services for the County of Orange, and currently provides on-call map checking services for the City of Anaheim, City of Long Beach and OCTA.

Pursuant to Sections 66442 and 66450 of the Subdivision Map Act, the City is required to have a licensed professional review all final and parcel maps for technical accuracy. Additionally, Lot Line Adjustments and other special purpose legal descriptions will require checking for clarity and technical accuracy before approval for recordation. Hunsaker & Associates, Irvine, is prepared to perform these services with the Land Surveyors listed in our project organizational chart herein on behalf of CMV. The items on each map and document to be reviewed include, but are not limited to, the following:

- Correct form of Owner's Certificate, including all necessary dedications
- Correct Owner's and Beneficiaries names as noted in a current preliminary subdivision guarantee
- Sufficient number and form of Notary Acknowledgments
- All appropriate signatures to be omitted are listed correctly as noted in a current preliminary subdivision guarantee
- All necessary certificates are shown on the map: Surveyor/Engineer, City Engineer, City Surveyor, Planning and Building Director's Certificate, Director of Public Works' Certificate, City Clerk's Certificate.
- Any required notes as indicated in the approved Conditions of Approval are included on the map.

- Heavy border includes all of appropriate boundary as included in a current preliminary subdivision guarantee, and agrees with that shown on the approved tentative map (except where project is phased).
- Sufficient monumentation is shown as found to determine location of boundary of project.
- Sufficient record documents (deeds, maps, etc.) have been used and provided by engineer/surveyor of record in determination of project boundary.
- An appropriate Basis of Bearings is referenced on the map.
- Closure calculations are provided for all lots, streets and other closed figures, and all calculations close as required.
- Sheets are prepared and indexed such that the layout of the project is clear, and all sheets are correctly referenced to adjoining sheets.
- Legal descriptions are concise and unambiguous, and avoid the possibility of overlaps and gaps in newly created property lines.
- Sketches provided with legal descriptions are clear, and accurately reflect the property or easement being described.

H&A will also be able to map check/review Records of Survey and lot line adjustments provided by CMV applicants. With H&A's experience in boundary and centerline surveys, we will be able to efficiently review Records of Survey for processing through to recordation with the County of Riverside Surveyor. We are familiar with Section 8762 of the Professional Land Surveyor's Act in regards to its requirements to file Records of Survey where certain conditions exist – setting of monuments, establishment of property lines, etc.

Legal descriptions and sketches will be reviewed for CMV where necessary for purposes of street dedications, abandonments, grant deeds involving public entities and other uses as required by the city. H&A has extensive experience preparing legal descriptions and sketches according to commonly accepted survey standards, particularly as defined by William Wattles in "Writing Legal Descriptions (1976 and 1979)" which predominately qualifies our firm to thoroughly check all legal description documents. With his experience in preparing and supervising the preparation of over 3,000 legal descriptions and hundreds of lot line adjustments, H&A's mapping surveyors have a clear understanding of the requirements for legal descriptions that are unambiguous and usable when transferring real property rights.

Roadway Plans

H&A and our branch offices are responsible for hundreds of miles of major highway arterials, collector and interior streets improvement plans design and construction across Southern California during our firms thirty five years of civil engineering services. H&A has designed every type of roadway improvement from the smallest pavement repair/rehabilitation to roadway widening/rerouting to new major arterials with millions of yards of associated grading. Many of these roadways include significant bridges, huge pipelines, storm drain systems and flood control channel infrastructure project needs.

Our follow through construction observation and survey construction staking associated with the myriad of roadway projects also provides valuable experience that is necessary when H&A street plan checking abilities are called upon.

H&A desires to provide street improvement plan check services to the City of Moreno Valley utilizing our years of "hands on" practical roadway design and agency plan checking experience.

H&A has a solid track record of providing our clients with sound engineering judgment and decision making on all projects we are involve in. We desire to have **smooth interface** with the city, providing clear communications and valuable plan review comments so that plans may be readily buildable – having a **“no major problems scenario”** during construction – and recommending plans that meet city and regulatory agency current standards with state of the industry quality and sustainable designs.

H&A has proven plan check processes we utilize in-house and for various cities and agencies. A summary of our street improvements plan check approach methodology is as follows:

Project Planning Review

- All approved tentative mapping/development site plan case information associated with the project for roadway category, typical sections, roadway geometry, minimum curve radii and any super-elevation design requirements indicated with the approved project planning documents.
- Review available geotechnical reports and any applicable grading requirements, proposed pavement structural section alternates and any remediation grading associated with the proposed roadway construction.
- We will identify the roadway project classification i.e. new road, existing roadway widening, road realignment, road rehabilitation and any combination of the above to properly focus plan review efforts.
- A critical initial check will be to review conformance with city standard cross-sections or any approved planning deviations; verification of lane widths per city roadway classification including parkways and sidewalks widths; design speed minimum radii and available intersection traffic engineering geometric sketches for any required localized widening, left turn pockets, free right lanes, etc.

Street Improvement Plan Review

- Check that standard city title sheet and city improvement plan title block is utilized, review general notes, list of drawings shown.
- Legend is complete and symbols appropriate for proposed improvements, sheet index map is provided, check that typical sections are provided to cover each category of street necessary for the project; verify relationship for street typical section “level line” at top of curbs versus centerline elevation and where super-elevations are required, that appropriate super-elevation typical section is identified and diagrams are provided.
- Verify roadway alignment stationing is accurate and agrees with horizontal data indicated of project tract or parcel map; adequate horizontal control data is provided for on plans including curve data tables, etc.; check right-of-way information including parkway widths and identification of land uses adjacent to street right-of-way whether existing or proposed; all adjacent areas shall include lotting property line dimensions and lot numbers, etc.
- Overall roadway geometry should be verified with any traffic study information provided with the project including traffic engineering studies detailing non-standard requirements i.e. multiple left turn pockets, roadway tapers for alignment changes, deceleration/accelerations lanes, free right turns, etc. and through lane drivability (i.e. check for lane jogging that would exceed design speed tapering allowances through intersection).

Note: H&A’s traffic subconsultant (TJW Engineering, Inc.) can provide traffic engineering analysis and support for checking all aspects of roadway geometrics to meet traffic capacity requirements and will review all street signing/stripping and signalization plans as well as any staged construction traffic control plans associated with a project.

Roadway Profiles Review

- Checking roadway improvements profiles for accuracy and meeting design speed and drivability concerns is the most critical element of street plan checking for safety conformance and proper roadway drainage assurance. H&A profile reviews include:
- Roadway centerlines must adhere to city minimum gradient requirements, no profile grade breaks over 0.5% vertical curves are properly designed meeting length and appropriate vertical curve segment increments – no greater than 25 feet station intervals – to match city desired roadway design speed control requirements.
- Reviewing all median and parkway curb profiles for accuracy and smoothness along with roadway intersections curb returns is necessary for complete roadway profiles analysis. Special attention will be given to review of all curb return areas to insure vertical curves are utilized as necessary to form smooth transitions around returns at intersections with substantial grade breaks at intersecting curb lines. Also, each curb return shall be reviewed to insure ADA access ramping criterion is strictly met, including any special ramping conditions detailing. Finally, attention will be directed to see that lesser category streets intersecting with major through streets will transition back to “level” typical section with an appropriate distance from the intersection (i.e. 60'-120' from curb prod).
- When a major street intersects with another major street, a full intersection plan view with grid elevations detail should be provided so that smooth drivability in each direction may be reviewed. H&A will also check that grade breaks are minimized and smooth drivability can be achieved.

Roadway Improvements Review

- A thorough review of all street improvement plans construction notes is essential for providing a plan that is completely constructible. Each improvement to be built with the street plan should be clearly indicated on the plan and have an accompanying construction note clearly worded and tying to an established city or agency standard. Any non-standard construction should have special construction detailing as needed to build this non-standard improvement.
- Any sewer, water and storm drain facilities to be located within the street should be clearly identified and have dimension tie-out distances to curb and/or centerline. Any city maintained facility should be able to be re-excavated for future maintenance/repair and not disturb the integrity of any adjacent facilities located in the street.
- Any major deviations from city standards shall be identified during plan check review process unless specifically documented by previous tentative map/entitlement planning process. Any minor deviations to city standards will be identified by H&A; however, applicant may provide explanation for said deviation. Special conditions requiring minor deviations may be reviewed for merit by H&A and recommendation for approval to the city.
- The majority of city street projects encountered are expected to require storm drain facilities due to the fact that the **City of Irvine** does not allow intersection cross-gutters usage. H&A, under the support of Mr. Gary Guan, PE, will review all project specific hydrology data and compare this information with approved tentative map storm drainage system associated with the street improvements plans project. H&A street storm drain system review will consider existing master plan “historic” hydrology and anticipated project runoff storm discharges to validate hydrologic data provided by the applicant. This information will be checked confirming adequacy of pipes/RC boxes sizing, etc. and hydraulic calculations for each storm drain reach (system node) of the project.
- Review sewer and water improvement plans for alignment, sizing, Health Department clearance, substructures crossings clearance, fire hydrant spacing and future maintenance repairs potential trenching conflicts.

- H&A's storm drain plan review will confirm that the proposed street project RCP and/or RC box culvert structures will be sized adequately to convey the necessary storm water flows meeting city minimum bed slope gradients and will be able to support all traffic and earthen loads imposed by the roadway/finished surface profiles. H&A will verify that appropriate City and/or County of Orange standards are utilized and will review any special storm drain construction detailing for completeness and adequacy for construction.
- H&A's review of the proposed storm drain project design will emphasize protection of virtually all existing utility facilities in street right-of-way "in-place." Should relocation of any of these existing facilities be required, they are considered project long lead time items. Relocation designs – if required – will be identified as applicant critical work items to be processed with appropriate private or public reviewing/licensing or encroachment permitting procedures.
- Should the street improvement project require widening or construction within existing street right-of-way and have the potential for traffic congestion – preparation of project construction staging plans maybe requested of the applicant. Mr. Huddleston, PE and Mr. Thomas Wheat, PE (TJWE) have extensive roadway construction staging experience and have worked successfully on numerous projects requiring intricate construction staging. TJWE will initially coordinate with city transportation staff and review/evaluate existing city transportation department data and traffic reports. H&A and TJWE will fully review all traffic control/construction staging plans to insure recommendation of an orderly procession of construction and synchronizing of each infrastructure facility or roadway modification improvement. Any interim detours, partial lane closures, incremental utilities relocations provisions (gravity and independent operations) must be incorporated with the final traffic control delineation/signing and striping plans and H&A will review and coordinate eventual "buy-off" by City engineering/ transportation staff of applicants proposed staging and traffic control measures for each project.
- Roadway improvements quantity estimates will be reviewed with each plan check submittal for completeness and adjustments based on plan revisions. A final stage of work will be to review all project quantities and accompanying costs on city standard unit costs form provided by the applicant. Also, any special improvements costs shall be provided by the applicant's engineer. H&A will fully review all quantity and cost data and compare with final plans submittal in order to set any city final street improvements bond amounts for proposed project.

Right-of-Way/Encumbrances

H&A will review all items related to right-of-way engineering including: title reports review and analysis of existing encumbrances, review of survey maps, field notes, existing monumentation/monuments perpetuation requirements, any "before" conditions record of survey, deeds, vacations, appraisal mapping, easements, legal and sketches, etc. All reviews will ensure compliance with state law, local ordinances and CMV Right-of-Way Section Guidelines.

Grading Plan Review

Upon receiving all necessary checklist materials associated with the grading development case from the project proponent, review of all project related entitlement approvals information is essential so that all grading conditions of approval and any special grading requirements integrated with the tentative map or development site plan process can be renewed for compliance with the grading permit application.

A thorough review of the accompanying project geotechnical report recommendations is a critical initial order of work. Any special remedial grading requirements will be reviewed to make sure appropriate detailing, cross-sections, etc. are included with the grading plan including estimated earthwork volumes for this specialized work identified along with raw excavation and fill volumes for the project.

Each grading plan general city grading and site specific construction notes will be reviewed for compliance with proposed project needs. The plans will be reviewed for overall completeness including:

- Project boundary line information (bearings and distances clearly shown)
- Adequate site topography and existing “culture” detail information shown on the plans including structures, contour elevations, spot elevations and current city benchmark with elevation and adjustment year.
- All onsite and perimeter existing infrastructure and easements are identified on the plans.
- All proposed manufactured slopes are identified and do not exceed 2:1 gradient; all perimeter and interior daylight lines are shown and limits of permit grading are also clearly identified.
- Identify any proposed encroachment grading outside project boundary and note the need for proof of approval of any such encroachment.
- Review all work shown for conformance to city grading ordinance, city grading and/or UBC chapter 70 codes with respect to any sheet graded areas – including super pads – proposed building pads, etc., especially with respect to hillside grading setback and any special geotechnical requirements.
- Check for positive drainage from all sheet graded areas utilizing swale ditches draining at proper minimum gradient, protection of slope faces and building pads with proper utilization of berming and interim run-off protection.
- Compare general grading drainage configurations and run-off patterns with accompanying approved site hydrology mapping.
- If storm drain system is required ultimately, assure system concept is shown on the plans with proper pick-up areas/future catch basins, etc. clearly identified on the grading plans. Also, identify any downstream existing facilities to be joined are shown and facility number identified.
- If no downstream storm drain facilities exist, make sure outfall storm drain systems discharge properly in a non-erosive and do not result in an overly concentrated fashion.
- Where proposed streets are involved, make sure adequate typical sections are shown on the plans. All streets must agree with approved tentative map/site plan concepts widths and road centerline alignment geometry.
- Adequate preliminary street design data must be shown on the plan including centerline radii, rate of gradients, vertical curve locations with proper length and P.I. elevation with incremental grades to verify design speed is accommodated, adequate future top of curb grades are shown at all BC’c, EC’s property lines and agree with typical section diagram “level line” centerline/future top of curb relationships.
- Check to see that all lot/parcels configurations agree with approved tentative map/site plan documents including parcel configuration, minimum lot sizing and number of lots/parcels shown for the approved planning project.
- Review drawings to see that infrastructure is located within easements of record and to ensure proper identification of how any existing infrastructure is to be protected in place or properly relocated to accommodate the proposed site grading as shown on the plan.
- Check topography photogrammetric detail for existing site trees locations and identification that any tree removals are in accordance with approved tentative map/site plan. Special attention is required for any eucalyptus tree windrows located on the site. These eucalyptus windrows require special separate tree size/locations surveys and permitting for removals associates with the project. Also, any clearing of biologically sensitive site vegetation must be properly identified and agree with provisions of any site regularly permitting.

- Project erosion control plans must be reviewed to ensure adequate types and ample measures are identified to control anticipated sediment movement associated with the project grading. Erosion control measures must be accompanied by adequate general notes to direct proper operations readying for storms and proper cleanup requirements, etc. Erosion control measures must be appropriate for proposed grading conditions including control of erosion for sheet flow, street rough grade “notch-outs,” site construction entry/exiting, building pads protection, manufactured slope conditions and containment of sediment run-off onsite. Any temporary desilting/detention facilities shall be adequately sized with backup calculations provided for capacity requirements.
- Separate Storm Water Pollution Prevention Plans (SWPPP) reports shall be provided and report proposed erosion control measures should agree with those as shown on the grading plan under review. Special attention and project water quality features provided for any project where drainage is directed into a documented endangered body of waters by the Regional Water Quality Control Board.
- Separate Water Quality (Control) Management Plans (WQMPs) reports shall be provided where requested by city planning process with the proposed project. Projects shall include appropriate BMPs intended to mitigate impacts of the proposed project. WQMPs need to be in conformance with the new State General Permit which will come into full affect by July 2010 for all projects not able to be graded at that time.
- One of the final grading plan review tasks is to verify quantity and cost estimates are in conformance with the magnitude of the proposed project grading including: earthwork volumes, remedial grading volumes, drainage devices/erosion control improvements, clearing/vegetation/tree removals operations and utilities protection/relocation measures. Verification of grading plan quantities and cost will allow fixing an appropriate grading bond amount for the proposed grading permit.

Drainage/Flood Control Plans and Hydrology

Drainage/flood control plans and hydrology will include complete analysis and review comments on existing hydrology/drainage conditions, proposed conditions design/hydraulics reports, modifications/reconstruction/ rerouting, storm drain system proposed designs and verification of accompanying hydraulic calculations/ hydrology runoff analysis.

Storm drain improvement plans review and comments will include plan view layouts, catch basins, RC boxes, flood channels, typical structural sections, Profiles, Construction details, Local Depressions, Quantities, Temporary Drainage Plans Facilities. Storm Water Data Reports, all drainage inlet/outlet structures, pump station, facilities, Water Pollution Control Plans, and Erosion Control Plans.

Where significant drainage facilities modifications occur as part of project assignments, Mr. Huddleston and H&A drainage engineers have extensive storm drain piping, box culverts and major flood control channels design/modifications and construction management experience to fully analyze these special facilities.

Quantity and Cost Estimates

Each project proponent’s Engineer shall furnish at first check submittal a detailed quantity and cost estimate for its design project.

H&A will review estimates of construction costs. A detailed analysis of the cost estimate of the design plans by the Design Engineer will be analyzed. The estimate, in current dollars, shall provide a detailed listing of all the items of work along with unit costs and quantities. Separate cost breakdowns shall be provided for roadwork, earthwork, structures, utilities and drainage facilities.

At the conclusion of all plan check submittals, a final stage of work will be to review all project quantities and accompanying costs on city standard unit costs form provided by the applicant. Also, any special improvements costs shall be provided by the applicant’s Engineer. H&A will fully review all quantity and cost

data and compare with final plans submittal in order to set any city final infrastructure improvements bond amounts for the proposed project.

The final quantity and cost estimate will be prepared by H&A on city approved forms using Microsoft excel software verifying cost associated with the project are in agreement with the final plans being recommended for approval by H&A.

Geotechnical (when requested)

Materials/foundation reports professional services of both a Geotechnical Engineer and Certified Engineering Geologist may be required for specific projects. H&A's geotechnical subconsultant, GMU has extensive geotechnical and geologic knowledge of the Southern California area. GMU is familiar with all applicable codes and standards including AASHTO, SSPWC, BNSF, AREA, AREMA, OSHA, CEQUA, PSA, the 2007 California Building Code, and the County of Orange Grading Code and Engineering Manual, and the Orange County Highway Design Manual.

GMU will review preliminary geotechnical and foundation recommendations for project including: grading, roadways, bridge structures, and retaining walls including available subsurface data from nearby structures records, published geologic maps, geotechnical borings, and other available relevant geotechnical data.

GMU will review and comment on preliminary geotechnical, materials and any bridge foundation reports and evaluate potential seismic impacts for the proposed projects.

Special Design Concerns

It should be noted that any special non-standard designs encountered with assigned project due to site specific conditions/constraints will be reviewed and analyzed for appropriateness and adequacy of detailing for constructability and proper integration into improvement plans. All deviations from standards utilized by the City or appropriate involved agencies will be analyzed by H&A and recommendations for approval or denial will be issued to the City.

H&A Quality Assurance/Quality Control (QA/QC)

H&A will implement throughout the assigned project's duration, in-house measures to ensure reports, plans, studies, estimates, and other documents reviewed are complete, accurate, conforming to standards, and proofread to meet current professional engineering practices.

The H&A QA/QC program will emphasize in-house plans back-checking of redlined plans, routing to affected H&A review personnel, establishing effective means to avoid conflicts between new and existing infrastructure, providing plan checking deliverables to CMV for Design Engineer's responses ensuring reviews are in accordance with the CMV QA/QC surveillance goals.

The H&A Quality Assurance/Quality Control program will feature the following:

- Provide independent in-house checking, correction, and back checking for all study and preliminary plans.
- Provide independent in-house checking and verification of all calculations and plan detailing.
- Establish appropriate means to avoid conflicts and misalignments between both new and existing improvements, particularly where several drawings show difference elements of work in the same area.
- Route pertinent project related QA/QC correspondence and redline comments/memoranda to affected H&A design team personnel and bind in appropriate project files.
- Incorporate procedure where each design/study task deliverable is certified to the project manager as

being reviewed and checked in accordance with H&A QA/QC procedures.

The H&A Quality Assurance/Quality Control program will be implemented throughout the project's plan review duration to ensure reports, preliminary plans, studies, estimates, and other documents presented to CMV are complete, accurate, independently cross-checked, conforming to all appropriate standards, and proofread to meet currently accepted professional engineering practices.

Other key check list components for each projects assigned are:

- Ensuring all required encroachment permits are provided with submittals.
- Identifying voids in data and obtaining gaps closure.
- Reviewing associated environmental documentation (when specifically required).
- Reviewing Regulatory Agency permits associated with project (when specifically required).

Project Schedule Steering / Maintenance

The project schedule is an ongoing matter of high importance on any project large or small. H&A has successfully implemented proven methods to accompany our ongoing project management which continually track our design team efficiency performance and maintain the ability to stay on schedule including:

- Attending regularly scheduled "in-house" staff meetings and client/agency coordination/steering meetings while presenting progress work summaries enroute to project milestone achievements identified on the project master schedule.
- Preparation and documentation filing of detailed meeting minutes/actions and client directives.
- Ongoing identification of potential project obstacles/discovery of unforeseen matters and recommendation of appropriate actions/responsibilities for resolution to stay on schedule.
- Developing a thorough understanding of all project conditions, existing infrastructure, physical, legal and engineering constraints associated with the project.
- Close tracking of monthly work progress man hours categorized per scope tasks and monitoring of contractual budget limits.
- Full utilization of each professional's experience assigned to the project obtaining the benefit of the individual years of working with similar related projects to implement optimum solutions early on.
- Detailed review by H&A project manager and H&A Quality Control Engineer of all projects budgetary quantity and cost estimates for completeness, appropriate unit or lump sum costing, any agency fees or special assessments and inclusion of appropriate contingencies allowance.
- Implementation of "in-house" quality assurance/quality control procedures under the ongoing supervision of H&A Principal-in-Charge.
- Availability of outside third party review entity (upon request by the City of Moreno Valley).

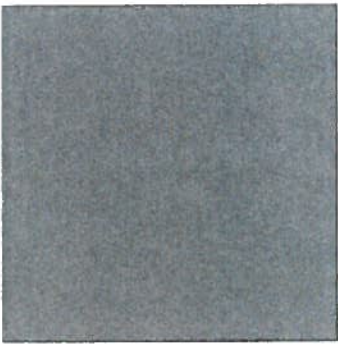
It should be noted that following the above project management/scheduling procedures has provided H&A with an excellent history steering our clients and keeping projects on schedule.

Time Schedules

We understand that the City requires a two-week turn-around time for initial plan review and all subsequent plan reviews. Due to the time constraints, H&A would like to assure the City that each plan check will be considered a priority request and will be assigned and scheduled for completion immediately following receipt of the plan check task. We have assembled a team that is available throughout the duration of the plan check process and H&A will make every reasonable attempt to pick up the plan check within 24 hours. Please note that if, after the initial review, the plan review comments are addressed by the applicant to our complete satisfaction, we will notify all parties involved and expedite approvals.

Transportation of Plans

All work will be done from our Riverside office, which is in close proximity to the City. We already have a delivery service under contract with H&A to transport plans; therefore, for the initial plan review and all subsequent submittals and plan review comments, if possible, we will arrange for services the same day. If the request comes late in the day, the package will either be transported the following morning or sent via Golden State Overnight mail for an early priority delivery. The City will be copied on all plan check comment letters.



Proposal

CITY OF MORENO VALLEY

Engineering Plan Check Consultant Services

RFP # VAG 14/15-03

Appendix Additional Information

- Letters of Recommendation
- Required Forms
- Resumes of Key Personnel



September 15, 2014

TEL: 951.413.3120
FAX: 951.413.3158
WWW.MOVAL.ORG



14177 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

June 13, 2013

To Whom It May Concern:

Hunsaker & Associates has provided on-call map checking services for the City of Moreno Valley on a contract basis since 2011.

Their reviews of survey maps processed through the City of Moreno Valley were in accordance with the Survey Division's Map Preparation Guidelines and were thorough and complete.

We appreciate their professionalism as well as their expedited review services when requested.

Sincerely,

A handwritten signature in cursive script that reads "Clement Jimenez".

Clement Jimenez, PE
Senior Engineer, Land Development Division
(951) 413-3121
clementj@moval.org

LAND DEVELOPMENT DIVISION



*Juan C. Perez, P.E., T.E.
Director of Transportation and
Land Management*

COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



*Patricia Romo, P.E.
Assistant Director of Transportation*

Transportation Department

September 12, 2014

TO WHOM IT MAY CONCERN:

Hunsaker and Associates has provided on-call map checking services for the Riverside County Transportation Department, Survey Division on a contract basis since July 2004.

Their reviews of tract and parcel maps processed through the county were in accordance with the Survey Division's Map Preparation Manual and were thorough and complete.

Sincerely,

A handwritten signature in blue ink that reads "Edward D. Hunt".

Edward D. Hunt
Supervising Land Surveyor

Department of Public Works

Douglas S. Stack, PE.

Director



June 12, 2013

Subject: Letter of Recommendation - Hunsaker & Associates Irvine, Inc.

To Whom It May Concern:

Hunsaker & Associates Irvine, Inc. has provided land planning/entitlement and grading and infrastructure design services for the City of Tustin since 2006. They have also provided plan check services for the City since 2012. The plan checking services for the City have included mass grading, street and storm drain infrastructure, tentative mapping/site plans, subdivision final mapping/boundary analysis, hydrology & hydraulics, water quality management plans, and storm water pollution prevention plans.

Hunsaker & Associates Irvine, Inc. has provided these comprehensive engineering and plan checking services accurately, completely and in a timely fashion and processed these services successfully with our City Planning and Engineering Departments.

The City of Tustin recommends Hunsaker & Associates Irvine, Inc. to provide quality professional civil engineering services.

Sincerely,

A handwritten signature in blue ink that reads "Ken Nishikawa".

Ken Nishikawa
Tustin Legacy Development Services Manager
KNishikawa@tustinca.org
(714) 573-3389

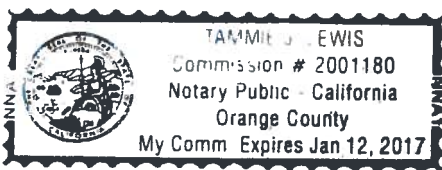
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange }

On Sept. 15, 2014 before me, Tammie J. Lewis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Paul R. Huddleston, Jr.
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Tammie Lewis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: non-collusion affidavit

Document Date: Sept. 15, 2014 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

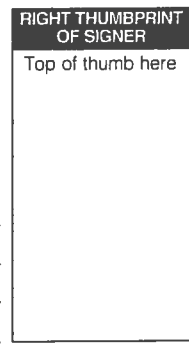
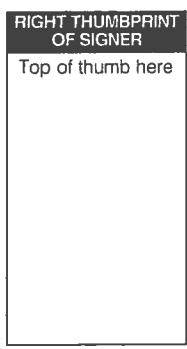
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

I am the Principal and the duly authorized
(Title)

Representative of the firm of: Hunsaker & Associates, Inc.
(Name of Corporation)

Whose address is: 2900 Adams Street, Suite A-15, Riverside, CA 92504

And that

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, and of its officers, directors, or partners, or any of its employees directory involved in obtaining Contracts with the City have been convicted of, or have plead *nolo contendere* to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State of the Federal government (conduct prior to July 1, 1977 is not required to be reported).

State "none" or, as appropriate, list any conviction, plea or admission described in paragraph two above, with the data, court, official, or administrative body; the individuals involved and their position with the firm, and sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the City to make a determination. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the City may terminate any Contract awarded and may take any other action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature:  Date: 9/15/14

Printed Name Paul R. Huddleston, Jr. Title: Principal

Name of firm: Hunsaker & Associates, Inc.

VENDOR INFORMATION

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: Hunsaker & Associates, Inc.

Owner / Manager Name: Paul R. Huddleston, Jr., Principal

PO Mailing Address: 2900 Adams Street, Suite A-15

City: Riverside State CA Zip 92504

Remit to Address (if different from PO mailing address)

City: _____ State _____ Zip _____

Web Site: www.hunsaker.com

Phone Number: (951) 352-7200

Fax Number: (951) 352-8269

E-mail Address: PHuddleston@hunsaker.com

Incorporated? (mark one) Yes or No

Fed. Tax I.D. # or Social # 95-3123103

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? _____

How many years of relevant experience within the scope of this RFP? _____

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal # VAG-11/12-04 have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

Paul R. Huddleston, Jr. Principal
(Print Quoting Persons Name) (Title)

 9/15/14
(Quoting Persons Signature) (Date)

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years - Public or Governmental Agencies preferred. (Type or Print)

1. Name of Public Agency: City of Moreno Valley
Address: 14177 Frederick Street
City: Moreno Valley State: CA Zip: 92552
Contact: Clement Jimenez Title: Senior Engineer,
Land Development Division
Telephone: (951) 413-3121 Email: clementj@moval.org
Service Dates: Since 2011
Brief Summary of Project/Work provided: Provided on-call map checking
services

2. Name of Public Agency: County of Riverside
Address: 4080 Lemon Street, 8th Floor
City: Riverside State: CA Zip: 92501
Contact: Edward Hunt Title: Supervising Land Surveyor
Telephone: (951) 955-6717 Email: edhunt@rctlma.org
Service Dates: Since July 2004
Brief Summary of Project/Work provided: H&A provided on-call map checking
services for the Riverside County Transportation Department, Survey
Division.

RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

3. Name of Public Agency: City of Tustin
- Address: 300 Centennial Way
- City: Tustin State: CA Zip: 92780
- Contact: Ken Nishikawa Title: Tustin Legacy Development Services Manager
- Telephone: 714 573-3389 Email: KNishikawa@tustinca.org
- Service Dates: Design services since 2006 - Plan Checking services since 2012
- Brief Summary of Project/Work provided: Provided land planning/entitlement and grading and infrastructure design services and plan checking services
-

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

Addendum No.: 1 Dated September 3, 2014

Addendum No.: 2 Dated September 4, 2014

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Company Name: Hunsaker & Associates, Inc.

Address: 2900 Adams Street, Suite A-15, Riverside, CA 92504

Telephone No.: (951) 509-7031

Email Address: phuddleston@hunsaker.com

By: Paul R. Huddleston, Jr.
(print)

Signature:  Date: 9/15/14



Professional Resume

Paul R. Huddleston Jr. P.E., P.L.S.

Principal-in-Charge/Project Manager

Credentials:

BS Cal Poly, Pomona California, 1979, Civil Engineering
California, 1994, California Licensed Surveyor No. 7083
California, 1998, Registered Civil Engineer No. 58020

Professional Experience:

Mr. Huddleston has over 37 years of civil engineering experience. He has served as Project Manager for numerous projects throughout Southern California. His career has focused on water and sewer system design, site engineering grading, infrastructure design and improvements, and site surveying.

Project Experience:

County of Riverside, Transportation-Survey Division Plan Checking and On-Call Surveying Services, CA (Principal-in-Charge): H&A has provided roadway alignment/records of survey and final map checking services to Riverside County since 2006. Plan check projects have included final tract and parcel maps, records of survey, certificates of compliance, and lot line adjustments. Surveying services have included reconnaissance of monuments locations with corner records, cross-sections, data collection, aerial targets layout and control surveys, and construction staking.

City of Anaheim Design Plan Check Services, CA (Principal-in-Charge): H&A has provided Design Plan Check Services to the City of Anaheim since 1997. Our plan checking responsibilities have included tentative and final tract maps, legal description & sketch, deeds, lot line adjustments, rough grading plans, precise grading plans, street improvement plans, storm drain improvement plans, hydrology & hydraulics, water quality management plans and storm water pollution prevention plans. We have reviewed and continue to review a wide variety of projects including commercial sites, transportation facilities, professional sports facilities, entertainment theme parks, office buildings, public roadways, storm drain master planned facilities, multi-family and single family residential developments, educational facilities, passive recreational centers and business parks.

City of Corona Plan Checking Services, CA (Principal-in-Charge): H&A has provided engineering plan checking for the City of Corona since 2007. We have reviewed the Eagle Valley Master Plan project hydrology study, detention basin design hydraulics and water quality report; H&A has reviewed the Wardlow Wash Flood Control facility LOMR for FEMA documentation and plan checked the hydrology and roadway improvement plans for Eagle Glen Parkway East project. All previous H&A checking work task orders have been performed within City desired response timelines and in accordance with contractual budgetary agreement limits.

City of San Clemente Plan Checking Services (Third Party Review), CA (Principal-in-Charge): H&A provided third party review of the Avenida Vista Hermosa Roadway Extension project from Camino Vera Cruz to La Pata on behalf of the City of San Clemente in conjunction with Forster Ranch Community and Open Space Dedication Parcel offered to the City of San Clemente. H&A's review responsibilities included roadway grading and street plans, required slope and drainage easement configurations verification and legal & sketch documents to be dedicated to the City of San Clemente impacting Laing Forster Ranch Offer of Dedication Area.

City of Grand Terrace Plan Checking Services, CA (Project Manager): Served as the Engineer responsible for plan check review of project plans submitted through the City of Grand Terrace for approval. Plan check review included preliminary planning review; final engineering review of street, sewer, water, storm drain, and hydrology; and inspection services, for residential and commercial developments.

Professional Resume

Ed Mandich, P.E.

Quality Assurance/Quality Control

Credentials:

BA 1978 Geography - California State University, Dominguez Hills
Certificate in Economic Geography; Minor: Geology
California, Registered Civil Engineer No. 59089, 1999
Arizona, Registered Civil Engineer No. 39276
Director, Trabuco Canyon Water District

Professional Experience:

Mr. Mandich has been with Hunsaker & Associates Irvine, Inc. for over 26 years and has experience in all aspects of public works engineering, specializing in project engineering from the preliminary design stage through final engineering and construction support services.

Mr. Mandich is well-versed in the design and preparation of streets and arterial highway improvement plans. His responsibilities include project coordination with clients, agencies and subconsultants; and supervision of engineers, designers, and draftspersons who prepare final engineering drawings and construction specifications. He is currently in charge of Hunsaker & Associates' on-call plan checking services provided to the City of Anaheim.

Project Experience:

Contract Plan Checking for the City of Anaheim Engineering Department: Provide plan check services and peer review of engineering plans. Notable projects include Disney California Adventure and Mountain Park.

The Summit at Anaheim Hills, Anaheim Hills, CA (Project Designer): A 1,200-unit planned community involving 25 million cubic yards of grading, a sewer pump station, water reservoirs, a major park and approximately thirty separate residential tracts with accompanying final maps and improvement plans.

Dove Canyon Country Club, Dove Canyon, CA (Project Designer): An 875-acre planned community in Orange County with over 1,200 single-family homes. Work involved the engineering design and construction for 11.8 miles of residential and collector streets (including sewer and water), 4 sewer pump stations, 1.7 miles of off-site water transmission main, street widening to primary arterial highway standards, 2,000 l.f. of off-site street grading plans for approximately 8.9 million cubic yards of mass excavation and related erosion control plans. Hunsaker & Associates received the "Project of the Year Award of Excellence" for Engineering Land Development in February 1990 for this project, presented by the California Council of Civil Engineers and Land Surveyors. Hunsaker & Associates was also responsible for the design and surveying of a 75' high dam on the site, which retains over 400 acre-feet.

Sycamore Canyon, Anaheim, CA (Designer): A planned community of 328.4-acres including 1.24 miles of primary and secondary highways, 11,800 l.f. of storm drain, 3.31 miles of local street, sewer, and water systems, grading plan for approximately 7.4 million cubic yards of mass excavation along with erosion control site plans.

East Coyote Hills, Fullerton, CA (Designer): A 320-acre residential/golf community including 2 miles of off-site street widening, water system booster station, retention basins and 4,000 l.f. of cast-in-place storm drain ranging in size up to 108 inches in diameter. This project including saving and/or revegetation of 125 acres of coastal sage scrub.

Baker Ranch, Lake Forest, CA (Project Manager): A 300+ acre commercial and residential project including Alton Parkway completion and Borrego Wash improvements

Professional Resume

Robert Beuschlein, PLS

Mapping Review

Credentials:

Orange Coast College, Surveying / Mapping (1986-1987)
FEMA Flood Certificate Workshop (2003)
Advanced GPS Adjustment Seminar by Leica Instruments (2001)
California, Licensed Land Surveyor No. 7874
Nevada, Licensed Land Surveyor No. 12748

Professional Experience:

Mr. Beuschlein has 28 years surveying experience in both Southern Nevada and Southern California. He prepares boundary analysis for large projects including MWD aqueduct covering 13 miles and 12 square miles and many smaller projects. He also prepares Topographic Surveys, Record of Survey maps (i.e. Barona Indian Reservation and MWD), Parcel Maps and Tract Maps along with the preparation of legal descriptions and accompanying exhibits. He has experience in GPS survey methods and data post processing to tie projects into the state plane system.

Project Experience:

MWD Topographic Surveys, Riverside County, CA (Project Manager): Responsible for over 15 sites for the Metropolitan Water District. Duties included the post processing of GPS data and topographic data.

MWD – Record of Surveys, Riverside County, CA (Project Manager): Responsible for the Post Processing of GPS data and crew supervision for the setting of over 200 monuments for several MWD right-of-way alignments in the Riverside County area.

Jack-in-the-Box ALTA Surveys (Project Manager): Preparation of ALTA design surveys on over 40 sites in Southern California for Jack-in-the-Box Restaurants and coordinated with the Title Company, Architect and developer to assist in addressing all site constraints and boundary issues.

VA San Diego Healthcare System San Diego, CA (Project Manager): Preparation of a Topographic Survey for seismic corrections at the San Diego VA Hospital. Coordinated with architect and VA engineering staff on data collected.

Valley Center Road (Project Manager): Post processing for the aerial control of over 30 aerial targets and 8 control points tied into the County of San Diego control network over 2.5 miles.

Barona Indian Reservation, Lakeside, CA (Project Manager): Prepared Record of Surveys for the reservation boundary of newly acquired lands. Coordinated with the Barona Indian Council for the placement of over 5 miles of new fence line to be placed adjacent to the new reservation boundary.

Armstrong Ranch, Santa Ana, CA (Project Manager): Responsible for the retracement of existing documents, horizontal control, and boundary for a 157 lot subdivision. Mapping of tract map, and closure calcs for submittal to the County of Orange.

Professional Resume

Matthew Busch, PLS *Street Improvement Review*

Credentials:

California Polytechnic State University, Pomona, CA - Architecture
Chaffey Community College, Rancho Cucamonga, CA - Computer Info Systems
Baldy View R.O.P., Upland, CA - Certified Computer Repair Technician
California State University, San Bernardino, CA – Certificate in GIS Applications
P.L.S. No. 7229, 1996, California

Professional Experience:

Matthew Busch has over 30 years of experience in the surveying and engineering fields. Mr. Busch's experience has included both field and office responsibilities.

Survey Duties - Field duties have included acting as Party Chief for subdivision, boundary, topo, construction, commercial, GPS, GIS and control surveying, and supervising concrete pours and layout of footings and walls on highrise construction. Office experience has included acting as Assistant Chief of Parties, preparing Tract Maps, Parcel Maps, Record of Survey Maps, boundary analysis, digitizing and plotting topos, slope staking calculations, drafting, preparing cut sheets, and GPS calculations.

Engineering Duties - Design of Commercial Sites and Subdivisions starting with a tentative all the way through to completion of the project including management, coordination with client and agencies, design and drafting of rough grading plans, precise grading plans, street plans, storm drain plans, sewer and water plans, signing and striping plans, lighting plans, detour plans, final maps and exhibits for CCR's. Preparation and analysis of Hydrology and Hydraulic Reports, HEC-Ras Reports and Analysis, design of Regional and Site Specific Water Quality, Detention and Retention Basins. Design and plans for Pressure Reducing Stations and Water System Analysis and Sewer System Analysis.

Software - Leica SKI Software, AutoCad14 through Autocad2008, Autodesk Land Development Desktop, Autodesk Civil3d, SoftDesk, HEC-RAS, HEC2, WSPG Hydraulic Analysis Software, Haested Methods Flowmaster and Watercad Software, Bonadiman CivilCadd/CivilDesign Rational Method Hydrology, Unit Area Hydrograph and Route Software, AES Hydrowin Software, Civil Image Earthwork, VANGO, Trimble Navigation, GEOLAB, Microstation, Site Works, Arcview, Arcinfo, Arcview Spatial Analyst and Arcview 3D Analyst Software, Microsoft Excel, Word, Access, Windows and Dos.

Project Experience:

Corona Valley, County of Riverside, CA: Serving as the Project Manager responsible for overall infrastructure design for the master builder, and responsible for preparing improvement plans for the individual merchant builders purchasing property within the development.

French Valley, County of Riverside, CA: Serving as the Project Manager responsible for all improvement plans and approvals. Responsibilities have included the review of Conditions of Approval; site research, including utility locations; preparation of street, sewer, water and storm drain plans; cost estimates; hydrology/hydraulic reports; meetings with agency representatives; and clearances for project approvals.

Redhawk, Temecula Area, County of Riverside, CA: Served as the Project Manager responsible for all improvement plans and approvals. Responsibilities included the review of Conditions of Approval; site research, including utility locations; preparation of street, sewer, water and storm drain plans; cost estimates; hydrology/hydraulic reports; meetings with agency representatives; and clearances for project approvals. The project also involved coordinating with the County of Riverside on numerous environmental issues.

Professional Resume

Vojtech Safranek, P.E.

Grading Review

Credentials:

BS University of California, Irvine, 2004, Civil Engineering
California Professional Engineer No. 73196

Professional Experience:

Mr. Safranek has 11 years of experience in the Civil Engineering Industry in Southern California. His design experience includes grading, sewer and water pipeline infrastructure, tentative tract map preparation and roadway improvements. His management responsibilities include key roles in project coordination with clients, sub-consultants and governmental agencies, as well as preparing contract specification documents, cost estimates and performing field construction observation.

Project Experience:

Irvine Spectrum 5 Bake Parkway/Lake Forest Drive Assessment District Roadway Extensions, Irvine, CA (Project Engineer): Provided multi-phase rough grading design and coordination of roadway, bridge and channel designs for major and primary arterial highway extension including three channel improvements for San Diego, Veeh/Canada Creeks drainage crossings and three 140' single span bridges. Provided design for 1,500 LF 24-inch IRWD reclaimed water main relocation and coordinating the relocation of 2,500 LF 66 KV overhead S.C.E. transmission power lines.

Major Arterial Highway Improvements, Lake Forest Drive/Laguna Canyon Road, Planning Area 18, Irvine, CA (Design Engineer): Prepared 1/2 mile of major arterial street improvement plans for Lake Forest Drive. Responsibilities included coordinating off-site SR-133 intersection join and in-tract improvements intersection join.

Secondary Arterial Highway Washington Avenue Improvements/Widening and Two 5-Acre 64 and 60 Unit Condominium Sites, Murrieta, CA (Design Engineer): Provided 1/2 mile of secondary arterial highway widening and striping improvement plans for Washington Avenue and in-tract rough grading and roadway improvements for two 5 acre condominium sites.

Grading, Street, Sewer and Water Design, 4-Acre 8 Lot Estates Site, Rancho Santa Margarita, CA (Project Engineer): Provided hillside rough grading plan, designed street improvements including sewer, domestic water and non-domestic water. Responsibilities included verifying conditions of approval compliance through direct coordination with client, sub-consultants and governmental agencies.

Sycamore Creek Non-Potable Water Main, Corona, CA (Project Engineer): 8,000 LF Non-potable water main design installed in existing streets of Sycamore Creek Development.

Metropolitan State Hospital Fire Water Main, Norwalk, CA (Project Engineer): Engineer of work for 2,500 LF Fire water main design installed in existing streets.

Inns at Buena Vista Creek, Oceanside, CA (Project Engineer): Engineer of work for grading and infrastructure design for 12-acre site consisting of 3 5 level hotels, 4 level medical office building, 4 level parking structure and 170' single span bridge.

Professional Resume

Robert Wheeler, PLS *Right-of-Way/Encumbrances*

Credentials:

California Professional Land Surveyor P.L.S. No. 8639
B.S. Civil Engineering, California State Polytechnic University Pomona

Professional Experience:

Mr. Wheeler has over 14 years of experience in Land Surveying being involved in boundary resolution, horizontal control, encumbrance maps, topographic mapping, ALTA mapping, preparation of legal descriptions, lot line adjustments, record of surveys, subdivision maps, condominium conversions, new condominium project developments, and preparation of other survey related exhibits.

Project Experience:

Cimarron, Menifee, CA: A 599 lot residential development near Murrieta Road and Craig Avenue in the City of Menifee. Our firm was responsible for Engineer and various survey and mapping activities including ALTA surveys, Final maps, legal Description, right of way dedications and vacations.

Desert Dunes Golf Course, County of Riverside, CA: A 640+/- acre residential and golf course development in the Unincorporated Territory of Riverside County. Our firm was responsible for Planning, preliminary engineering and various survey and mapping activities including final maps, lot line adjustments, legal descriptions and various exhibits.

Sky-Ranch, Corona, CA: Researched and prepared boundary survey for Tract 31955 and assisted in preparation and quality control check for Tract 29868, 31955, 33135, Various Lot line adjustments and other legal descriptions for easements, grants and dedications for Centex Homes.

Corona 850, Corona, CA: Researched and prepared parcel mergers, lot line adjustments and legal descriptions for Fletcher Development Company.

ALTA Surveys: Perform comprehensive analysis of field data, monumentation, easements, encroachments, recorded documents and record maps for the preparation of ALTA maps including various projects within the cities of Big Bear, North Hills, Irvine, Lake Forest, Upland, Rancho Palos Verdes, Long Beach, Stanton, Huntington Beach, Riverside, Ontario, Chino, Corona, Los Angeles, Palm Desert and Oxnard including surveys for the Southern California Gas Company.

Promenade, Long Beach, CA: Assisted in preparation of and quality control checking of ALTA survey for Lennar Homes. Assisted in preparation and quality control checking of Tract No. 62186, right of way vacation legal descriptions, centerline tie notes and submittals associated with the project.

West Gateway, Long Beach, CA: Researched, planned, analyzed and prepared ALTA survey for Lyon Realty Advisors. Assisted in preparation of Tract No. 66301, coordinated submittals, prepared centerline tie notes associated with the project and legal description for vacation of Maple Way and Virginia Court.

Douglass Park, Long Beach, CA: Preparation of legal description for storm drain easements and street dedication for development of Boeing property near Long Beach Airport.

Bake/Lake Forest Extension, Irvine, CA: Prepared legal descriptions for Right of Way dedication, Grant Deeds, vacations and quitclaims of easements, new easements and rights of way for the Bake Parkway and Lake Forest Drive extension for the Irvine Company.

Professional Resume

Markus K. Klein, EIT *Infrastructure Review*

Credentials:

BS Geology – California State Polytechnic University, Pomona, 1995
Registered Engineer in Training, No. XE182462, 1997

Professional Experience:

Mr. Klein has over 23 years of experience in the civil engineering field. His experience includes Roadway Design, Potable and Non-Potable Water Systems, Sanitary Sewer Design, Grading, Water Quality/Erosion Control, Quantities, Cost Estimates, Specifications (in CSI and Greenbook Format), Project Bidding Support, Construction Observation and Progress Pay Analysis.

Project Experience:

Sycamore Creek Non-Potable Water Project, Corona, CA (Assistant Project Manager): The Sycamore Creek Non-Potable Water project consists of 17,216 lineal feet of 12", 8" and 6" non-potable water main and laterals, a 2.5 MG water tank and booster pump station for the Lee Lake Water District. Mr. Klein's responsibilities included assistance in the non-potable water line design, remedial grading and precise grading design for the 2.5 MG water tank site, construction specification (CSI format) and contract document preparation and bidding support for the waterline and water tank. The waterline portion is nearing completion of construction (\$1.4 million construction cost). The water tank and booster pump station contractor has been selected but the water district and are in the beginning stages of construction.

Bake Parkway and Lake Forest Drive Extension, Irvine, CA (Assistant Project Manager): The Bake Parkway and Lake Forest Drive Extension project is a two phase 0.5 mile extension of Bake Parkway (Major Arterial Highway) and 0.4 mile extension of Lake Forest Drive (Primary Arterial Highway). Mr. Klein's design responsibilities include roadway design with the widening of Irvine Center Drive, integration of roadway surface improvements with three 140 foot long bridges, storm drain channel improvements for San Diego Creek, Veeh/Canada Creek, Irvine Ranch Water District reclaimed water extensions and existing Southern California Edison 2,500 LF 66KV overhead transmission power line relocation. Phase 1 was completed in February of 2007 and included roadway design, non-potable water main extension, construction specifications (Greenbook Format), construction observation and contractor monthly invoice review/progress pay approval. Bake Parkway/Lake Forest Drive Phase 2 improvement plans are complete. Roadways opened March, 2013.

Technology Drive Extension, Irvine, CA (Assistant Project Manager): The Technology Drive Extension project is a 0.3 mile extension of a City of Irvine Secondary Arterial Highway. Mr. Klein's design responsibilities included superelevation roadway design due to horizontal alignment constraints, roadway width tapering to accommodate future extension constraints, 10" potable water main and laterals, 6" non-potable water main and laterals, future developed private site potable and fire protection stub-outs, 8" sewer main and laterals, construction specifications (Greenbook format) and cost estimates. During construction Mr. Klein provided construction observation, response to contractor RFIs, coordination with water district and city inspectors, field engineering, contractor monthly invoice review/progress pay approval, and final record as-built improvement plan preparation.

Professional Resume

Jianhua "Gary" Guan, PE *Hydrology/Hydraulics Review*

Credentials:

MS, Clemson University, Clemson, South Carolina 1999, Water Resources and Applied Fluid Mechanics
California, 2003, Registered Civil Engineer No. C64519

Professional Experience:

Mr. Guan has over 25 years of experience in a broad range of civil engineering. As a project engineer, he was heavily involved in various projects relating to all phases of hydrology analysis, design of flood control, erosion control, storm-water system and detention and water quality basins. He is also experienced in erosion and sedimentation analysis of river and watershed systems, and in master drainage planning. His experience also involves numerous projects with CLOMR (Conditional Letter of Map Revision) and LOMR (Letter of Map Revision) application through FEMA.

Mr. Guan uses a full range of computer software in his design, including hydrology programs, AES hydrology and the Corps of Engineers HEC-1, HEC-2, HEC-6 and HEC-RAS program, the Los Angeles County Flood Control District's WSPG water surface program and two-dimensional hydraulic analysis program FLO-2D.

Project Experience:

Hydrology Analysis for Clinton Keith in the City of Murrieta, CA (Project Engineer) – Detailed hydrology study for existing condition and proposed condition. Generate unit hydrographs for use of detention basin design, which was designed for mitigate multiple-year storm (2-, 5-, 10- and 100-year storm).

Mirasera Flood Control Channel - Coachella Valley Water District, Riverside County, CA (Project Engineer): This is a part of ultimate Whitewater drainage improvement with a joint effort with U.S. Army Corps of Engineers (ACOE). The channel has a design capacity of 23,200 cfs. Soil cement was proposed for the channel. The major channel bottom is 110-ft with 1:1 side slope and the channel depth is about 18 ft. Two in-channel debris basins are proposed to collect the debris. The total channel improvement is approximately 90,000 L.F. with a 7-cell 32'W x 10'H arch culvert crossing Washington Street. HEC-RAS was used to determine the water surface elevations in the channel.

West Hemet Master Drainage Plan, Hemet, CA (Project Engineer) – Detailed hydrology study using CivilD program, suggest upgraded storm drain system. Generate hydrographs, detailed FLO-2D study for flat flood plain area.

Irvine Spectrum 5 Bake Parkway/Lake Forest Drive Roadway Extensions, Irvine, CA (Project Engineer): Provided hydrology update for Veeh & Canada Creeks within San Diego Creek Watershed, hydraulic and channel design for one 140-ft bridge spanning San Diego Creek drainage crossing ultimate flood control channel improvements and two 140-ft bridges spanning Veeh Creek & Canada Creek crossings with ultimate drainage channel flood control facilities improvements. The hydrology/hydraulic analysis, channel designs has been approved by both Orange County Flood Control District and City of Irvine.

City of Newport Beach Storm Drain Master Plan, Newport Beach, CA (Project Engineer): Provided hydrologic and hydraulic modeling of the existing systems to determine pipe and street deficiencies, design replacement/parallel pipe systems and estimated material and labor costs.

Hydraulic, Hydrology and Riverbed Scour for Saddle Crest and Saddle Creek in Southeastern Orange County, CA (Project Engineer) – EIR report for proposed Saddle Crest and Saddle Creek development. Detailed hydrology and flood routing for Aliso Creek Watershed for existing and proposed condition. HEC-RAS was used to estimate the Aliso Creek water surface elevations and HEC-6 was used to do the sediment transport study. Suggestions were made to mitigate the impacts of the development.

Professional Resume

Patrick L. Pagaduan, P.E. *Storm Drain Review*

Credentials:

BS California State University, Long Beach, 1992, Civil Engineering
BA University of California, Irvine, 1987, Economics
California, 1996, Registered Civil Engineer No. 56820
Member – ASCE, Orange County YMF Treasurer 2002-2003

Professional Experience:

Mr. Pagaduan has been primarily involved in land development and public works civil engineering for over 26 years. His in-depth experience emphasizes hydrology and hydraulic analysis of private and public infrastructure systems, surface runoff water quality analysis, and the design of drainage and storm drain systems of commercial/industrial centers as well as hillside and residential communities. Having worked as an engineer in the public sector, he also has solid experience in public works design, facility maintenance and construction inspection.

Project Experience:

Redhawk, Riverside, CA (Design Engineer): Designed drainage and storm drain systems for a residential community of over 300 lots. This project included hydraulic analysis, design of drainage devices and catch basins, headwall design and energy dissipator calculations.

East Garden Grove-Wintersburg Channel C04, County of Orange, CA (Design Engineer): Provided detailed hydraulic analysis for public works regional drainage facility which included WSPG and HEC-RAS study and freeboard evaluation for approximately 1.5 miles of proposed 140' wide rectangular channel improvements in the City of Huntington Beach.

Borrego Canyon Wash Channel F20, County of Orange, CA (Project Engineer): Designed grading and reinforced rectangular concrete channel improvements for an existing County facility along the former El Toro Marine Corps Air Station. This project included the hydraulic analysis for conveyance the 100-year storm event of 5,200 cfs, associated removal of the existing concrete trapezoidal channel, grading and all structural steel/concrete calculations for a reach of approximately 2,700 linear feet and FEMA Analysis for CLOMR and LOMR.

Memory Garden Storm Channel A01S04, City of Brea, CA (Design Engineer): Design and hydraulic analysis of approximately 1,500 linear feet of 10' wide by 8' high reinforced concrete box regional drainage facility, A04S01 along Berry Street, and on-site backbone storm drain system to convey the 100-year storm event. This included structural steel/concrete calculations and diversion into a retention basin.

1st Street Storm Drain, Huntington Beach, CA (Project Engineer): Designed storm and water quality drainage systems on 1st Street, Pacific View Avenue and the Pacific Coast Highway. Included hydrologic and hydraulic analysis of the 25- and 100-year storm events, construction of approximately 2000 linear feet of reinforced concrete pipe, design of surface flow water treatment systems, and designed diversion structure and 20' wide x 10' high x 192' long reinforced concrete underground detention vault to provide 0.9 acre-feet of storage.

Loftus Diversion Channel A04, City of Brea, CA (Design Engineer): Designed a 14' wide x 10' high 4-cell reinforced concrete box to replace approximately 900 linear feet of an existing trapezoidal channel for Orange County drainage facility A04. Included analysis of the existing, interim and ultimate storm flow discharges, a 2-cell to 4-cell reinforced concrete box transition structure, and low-flow water quality analysis.



Professional Resume

Tommy Hsu, CPESC, CPSWQ, QSD/P *Water Quality Project Manager*

Credentials:

Certified Professional in Storm Water Quality (CPSWQ No. 0181)
Certified Professional in Erosion and Sediment Control (CPESC No. 3311)
Qualified SWPPP Developer (QSD No. 00646)
University of California, Irvine, 1992 – 1998, Bachelor's of Science, Applied Ecology
University of Maine, 1998 – 2000, M.S., Ecology and Environmental Science

Affiliations:

Certified Erosion Sediment & Stormwater Inspectors	Storm Water BMP Maintenance
Certified Professional in Storm Water Quality TM (CPSWQ)	Stormwater Professionals
Environmental Consulting Professionals	Water Environment Federation
Storm Water Solutions	Watershed Management
Storm Water LID	

Professional Experience:

Mr. Hsu is currently the Manager of Hunsaker & Associates' Water Quality Department. His responsibilities include project scheduling and oversight as well as department development and maintenance. He has provided support to project managers and clients as an NPDES Subject Matter Expert (SME) for over 14 years. He is Project Manager for all Water Quality related plan checking services for Hunsaker & Associates. In addition to project supervision and management, Mr. Hsu also prepares water quality/NPDES Permit related and supporting documents (SWPPP, SUSMP, SWMP, WQMP, EIR Technical Reports); and provides preliminary post-construction BMP design and analysis, and training on MS4 and Construction Permit requirements. Water Quality Compliance is a complex and challenging field due to the changing laws and regulations. Mr. Hsu continues his educational pursuits to enhance his knowledge of water quality/NPDES compliance and environmental concerns in an effort to successfully negotiate the continuously evolving regulations and provide the best service possible to his clients, project managers and consultants.

Project Experience:

City of Anaheim, CA On-Call WQMP Plan Checking: (Water Quality Specialist) Services to perform project specific plan checking of P-WQMP and F-WQMP associated with New Development and Significant Redevelopment projects within the City of Anaheim.

City of Tustin, CA On-Call WQMP Plan Checking (Tustin Legacy Project): (Water Quality Specialist) P-WQMP and F-WQMP plan check services to the City of Tustin Public Works Department for Disposition Parcel 1A: Lot 20 of TR 17404, Legacy Road Tustin Ranch Road, and Disposition Parcel 2A: Lots 29, 30, 38, 39, & WWWW of TR 17404, Tustin Ranch Road and Park Ave.

Water Quality Related Plans: Preparation and approval of WQMPs, SUSMPs and SWMPs. Provide Quality Assurance and Control for Water Quality related documents.

Storm Water Pollution Prevention Plans: Preparation of SWPPPs for private sector and local and state agencies.

Construction Site Inspections and BMP Design and Installation: More than 10 years experience on conducting field inspections, BMP design (ESCPs) sampling and BMP installation. Knowledgeable in construction activities and phasing as it pertains to BMP phasing, installation and requirements.

Professional Resume

James H. Tsutsui, Jr. *Cost Estimating*

Credentials:

Bachelor of Science, University of California, Irvine, 1974
Bachelor of Arts, University of California, Irvine, 1976
Master of Fine Arts, University of California, Irvine 1979

Professional Experience:

Mr. Tsutsui has over 35 years of experience providing professional estimating services within the civil engineering and land development industries. With particular emphasis and experience with infrastructure and grading, he has tremendous insight and understanding relating the realities of development, processing and entitlement, and the associated agency fees. Mr. Tsutsui provides a level of accuracy and detail within these estimates that allows for comprehensive budgeting and fiscal due-diligence from the preliminary design stage of a project.

Prior to coming to Hunsaker & Associates Irvine, Inc. Mr. Tsutsui worked as a chief cost estimator for subcontractors preparing bid proposals and quantity take-offs.

Project Experience:

Planning Area 18, Irvine, CA (Manager of Estimating): Provided preliminary quantity and cost analysis for 747 dwelling units, and the extension of Lake Forest Drive and the widening of state highway, Laguna Canyon Road (SR-133).

The Oaks of Calabasas, Calabasas, CA (Manager of Estimating): Provided preliminary quantity and cost analysis for 27 tract map associated improvements consisting of ± 7 miles of private roadways with public improvements. Over 100 quantity and cost estimates were prepared for streets, sanitary sewer, storm drainage, domestic and reclaimed water distribution, rough grade and precise grade for the development of the 550 residential dwelling units and a park site.

Great Park Neighborhoods (aka El Toro Marine Air Station), Life-long Learning District, Transit Oriented District, Park District, Irvine, CA (Manager of Estimating): Provided preliminary quantity and cost analysis for 2,800 dwelling units, 3,700 acres of residential, commercial, industrial, parkland, educational institutions, and a train station.

Tustin Legacy, Neighborhood "G", Tustin, CA (Manager of Estimating): Provided preliminary quantity and cost analysis for 1,023 dwelling units.

Platinum Pointe, Anaheim, CA (Manager of Estimating): Provided preliminary quantity and cost analysis for 1,500 high-rise dwelling units on 27 acres.

Woodbury, Irvine, CA (Manager of Estimating): Provided preliminary quantity and cost analysis for 570 acres of residential and commercial development.

Newhall Land & Farming Company, Los Angeles County, CA (Manager of Estimating): Provided due diligence for 13,760 gross acres of property for a planned 19,787 dwelling units. Provided cost analysis for a multi-billion dollar project and land acquisition.

Pacifica San Juan, San Juan Capistrano, CA (Manager of Estimating): Provided preliminary quantity and cost analysis for 4.7 miles of public roadways. This included sanitary sewer, storm drainage, domestic and reclaimed water distribution, and dry utilities for 416 residential dwelling units and a commercial site.

Professional Resume

Gregory Silver, M.Sc., PE, GE *Geotechnical Evaluation*

Credentials:

M.S. Civil Engineering – California State University, Long Beach
B.A. Geological Sciences – University of California at Santa Barbara
Registered Civil Engineer – State of California
Registered Geotechnical Engineer - State of California
Registered Civil Engineer – State of Nevada

Professional Affiliations:

ASCE – Member
CalGeo – Past President

Professional Experience:

Mr. Silver has over 25 years of progressively responsible engineering and management experience in a wide variety of geotechnical engineering projects. He has worked successfully for and with industrial, residential, and commercial developers, master community planners, and governmental agencies. He has extensive experience in landslide evaluation and remediation design, geotechnical instrumentation, residential and commercial development, public works projects, municipality consultation, mechanically stabilized earth walls, and forensic project951413s. In addition, he has served as an expert witness in regards to numerous geotechnical issues over the last 20 years. Over the period of 1988 to 1997, Mr. Silver was City Geotechnical Engineer for numerous cities throughout Southern California. Currently, Mr. Silver serves as Vice President and Principal Engineer, and oversees the geotechnical engineering operations. Mr. Silver just completed his term as President of CalGeo, and currently serves on the Board of Directors. Selected projects representative of Mr. Silver's experience are listed below:

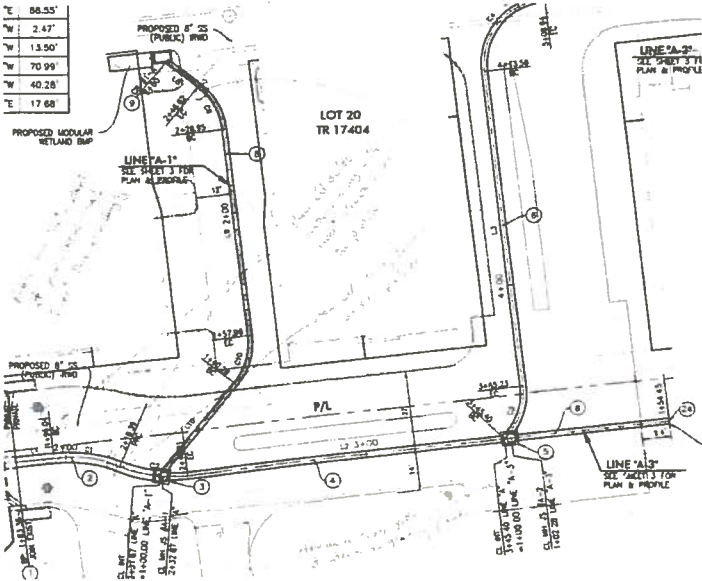
- Landslides
- Residential Development Projects/Master Planned Communities
- Commercial Development Projects
- Major Roadways
- Bridges
- Water Resource Projects
- Miscellaneous Public Works Projects
- Government/Civic Centers
- Sportsparks
- Mechanically Stabilized Earth (MSE) Walls
- Geotechnical Instrumentation
- City Geotechnical Engineer/Consultant
- Legal Consultation
- Special Studies



September 15, 2014

Proposal

CITY OF MORENO VALLEY
Engineering Plan Check Consultant Services
RFP # VAG 14/15-03





HUNSAKER & ASSOCIATES

PLANNING • ENGINEERING • SURVEYING • PUBLIC WORKS

<p>IRVINE</p> <p>3 Hughes Irvine CA 92613 T 949 583 1010 F 949 583 0759</p>	<p>LOS ANGELES</p> <p>26074 Avenue Hill Suite 22 Valencia CA 91353 T 661 294 2211 F 661 294 9390</p>	<p>PALM DESERT</p> <p>75-450 Gerald Ford Drive Suite 301 Palm Desert CA 92211 T 951 352 7200 F 951 352 8269</p>	<p>RIVERSIDE</p> <p>2900 Adams Street Suite A-15 Riverside CA 92504 T 951 352 7200 F 951 352 8269</p>	<p>SAN DIEGO</p> <p>3707 Waples Street San Diego CA 92121 T 358 558 4500 F 358 558 1414</p>
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EXHIBIT C

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall equal to 65% of City plan review fees for those plans and documents reviewed in the scope of services other than final maps and 75% of City plan review fees for final maps reviewed in accordance with the City's Schedule of Fees, Charges, and Rates as updated annually.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Public Works Department/Land Development Division at zarat@moval.org or calls directed to (951) 413-3139.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT D

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

Attachment 5

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **HR Green California, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

DESCRIPTION OF PROJECT

1. The Project is described as Engineering Plan Check Consultant Services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to compensation equal to 65% of City plan review fees for those plans and documents reviewed in the scope of services other than final maps and 75% of City plan review fees for final maps reviewed in accordance with the City's Schedule of Fees, Charges, and Rates as updated annually in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the plan review schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect through one year from the effective date, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive

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consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Land Development Division red line comments and other deliverable items identified in the scope of work which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, red line comments, and letters, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s)

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

HR Green California, Inc.

BY: _____
City Manager

Date

BY: _____
Name: _____
TITLE: _____
(President or Vice President)

Date

BY: _____
Name: _____
TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

EXHIBIT A



CITY OF MORENO VALLEY
REQUEST FOR PROPOSALS FOR
ENGINEERING PLAN CHECK
CONSULTANT SERVICES

R.F.P. # VAG 14/15-03

AUGUST 2014

DUE BEFORE
2:00 p.m. PST SEPTEMBER 15, 2014

TO:

CITY OF MORENO VALLEY
Attn: City Clerk
14177 Frederick St.
Moreno Valley, CA 92553

SECTION A

GENERAL INFORMATION

**NOTICE INVITING PROPOSALS FOR
ENGINEERING PLAN CHECK CONSULTANT SERVICES
R.F.P. # VAG 14/15-03**

1. PUBLIC NOTICE IS HEREBY GIVEN THAT

The City of Moreno Valley (hereinafter referred to as "City") is receiving sealed Proposals at the City Clerk's Office, 14177 Frederick Street., Moreno Valley, California 92553 **before 2:00 p.m. PST September 15, 2014.** Proposals will be opened and the names of submitting vendors only will be read aloud for the work generally described as follows:

ENGINEERING PLAN CHECK CONSULTANT SERVICES

2. OBTAINING PROPOSAL DOCUMENTS

Proposal Documents and Specifications may be obtained as follows:

A. Online

Vendors are expected to do all that is possible to download the RFP from the City website.

The Proposal Documents can be downloaded from the City of Moreno Valley's website at no cost

at: http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml

NOTE: All companies interested in submitting a Proposal, **must** notify Virginia Garcia of the Purchasing Division of the City of Moreno Valley of their intent to submit a proposal at purchasingdivision@moval.org. This step is crucial to interested proposers receiving any future addendum to the RFP. Responsibility therefore rests with each individual company wishing to submit a proposal.

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SECTION B

**SPECIFICATIONS
AND REQUIREMENTS**

REQUEST FOR PROPOSAL
R.F.P # VAG 14/15-03

I. Introduction

The City of Moreno Valley, Land Development Division, is seeking one or more highly qualified consultant(s) to provide ENGINEERING PLAN CHECK CONSULTANT SERVICES on an **as-needed basis**.

II. Clarification

For the purposes of clarification, the following terms are to be read to be one and the same:

- "Contractor", "Vendor", "Company", "Bidder", "Proposer", "Firm" and "Consultant".
- "Agreement" and "Contract".
- "Bid", "Quote" and "Proposal".
- "Request for Quote" and "R.F.Q".
- "Request for Proposal" and "R.F.P".

III. Criteria for Potential Bidders

- 1) Bidders are to provide a statement of qualifications for provision of engineering plan check consultant services.
- 2) The city operates a Time & Materials program for large projects, based on project valuation, approved by the city. Provide an hourly rate for those projects that receive approval for this program.
- 3) Provide cost for accelerated review of plans, with time frame.
- 4) Provide hourly cost for attendance at project meetings, including travel time.
- 5) All postage fees to be paid by Consultant are included in fee schedule for transportation of plans between City of Moreno Valley and Consultant. Consultant shall use overnight delivery service for next day pick up/delivery of projects between City and Consultant.
- 6) Bidder shall demonstrate qualifications to review engineering plans and provide documentation of any professional certifications/licenses/degrees.
- 7) Bidder shall provide documentation of current services provided to other governmental jurisdictions. This shall include a minimum of 3 letters of recommendation from governmental jurisdictions specifying the bidder's professional services provided.
- 8) Bidder shall indicate if any sub consultants or associates are proposed to be utilized in the provision of these services. All requirements of the Bidder shall apply equally to the sub consultants or associates. Assignment of any work to an associate or sub consultant shall be solely at the discretion of the City.
- 9) Successful bidder must provide a monthly detailed accounting of plans reviewed with invoice. See Exhibit D – Payment Terms.

III. Legal Responsibilities

All proposals must be submitted, filed, and executed in accordance with State and Federal laws relating to proposals and contracts of this nature whether the same are expressly referred to herein or not. Any person submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in scope of work and to full compliance therewith.

This request is not to be considered an offer of a contract to provide Engineering Plan Check Consultant Services. There is no guarantee, express or implied, that any professional organization responding to this request will be contracted to provide Engineering Plan Check Consultant Services.

The selected firm will be required to enter into the City's standard "Agreement," a sample of which is attached for your review.

IV. Agreement Term

The City operates on a fiscal year basis, running from July 1st through June 30th of the following calendar year. **It is the intent of the City to have a fully executed contract in place by November 10, 2014. The initial Agreement shall be in effect through June 30, 2015 and then renewed, per agreement by both parties, for the next fiscal year starting July 1st.** The agreement may be renewed at the expiration of its original term for up to four additional one-year terms. Renewal of the Agreement shall be accomplished through a written letter of understanding that is signed by both parties. The Agreement shall remain in full force and effect from the date of the fully executed Agreement to the expiration date unless terminated by either party as stated herein.

V. Funding Out Clause

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley. In the event that the City Council of the City of Moreno Valley does not grant necessary funding appropriation and/or program approval, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

VI. Conflict of Interest

- A. During the term of the Agreement, the Consultant shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict with, the proper discharge of the Consultant's duties under the Agreement.
- B. Only those Consultants who submit a proposal and provide ENGINEERING PLAN CHECK CONSULTANT SERVICES to government entities or agencies will be accepted.

VIII. Reservation of Rights

The City of Moreno Valley reserves the following options:

- A. The right to reject all partial price proposals.
- B. The right to reject any or all price proposals or make no award.
- C. The right to issue subsequent requests for price proposals.
- D. The right to make award to more than one vendor.
- E. The right to waive any informality or irregularity in a price proposal process and any price proposals.

IX. Proposal Requirements

Submit: One (1) original and three (3) copies clearly marked as such.

Each proposal must contain the following information to be considered complete. Only complete proposals will be evaluated. **Also** see List of Submittals (Letter I, pg. 8 below).

- A. Introduction: Proposals shall be typed and submitted on 8 1/2" x 11" paper, using a simple method of fastening. The proposal shall not include any unnecessary, elaborate or promotional material. Excessive lengthy narrative is discouraged; presentation shall be clear and concise. A maximum of twelve pages, excluding any resumes attached, is considered responsive. At a minimum the proposal must contain the following:

RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

- 1) The methodology/approach proposed for the work as defined in the Scope of Work.
 - 2) The name of the proposing firm, including a full mailing address, e-mail, telephone and fax number.
 - 3) The name of the Project Manager, Associates, Plan Checkers, or staff that will be assigned to this work.
 - 4) Team Members applicable to this work. The areas of responsibility of each Team Member shall also be listed.
- B. Qualifications: The overall capabilities of the consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management and ability of persons assigned to perform the work. Possession of appropriate licenses and certificates.
- C. Personnel: This section must delineate the experience and/or background of the personnel and include an organizational chart.
- D. Reference: List three (3) former municipal/governmental agencies for which comparable services have been performed within the last five years. Include the organization name, mailing address, name and telephone number of the designated contact person and the email address if available.
- E. Authorization: This proposal shall be signed by an official authorized to bind the firm to the terms and conditions contained therein, and the proposal shall contain a statement that the same is valid, binding, and capable of acceptance by the City for ninety (90) days from the date of submittal.
- F. Fee Schedule: Fee Schedule shall be included which will be valid for at least one (1) year from the effective date of the contract. The schedule of fees to provide the services outlined above shall include (a) a statement that compensation shall not exceed the following percentage of the City's collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans), (b) plan review on an hourly basis for those projects designated by the City where fees are based on time and material, (c) expedited plan review, (d) other services provided as appropriate.
- G. Time Schedules: The City's Land Development Division requires a two-week turn-around time for initial plan review and all subsequent plan reviews. Include availability and turn-around time (including transportation of plans) for expedited plan review and the turn-around time for each subsequent expedited plan review (re-check).
- H. Transportation of Plans: Include the method of transportation of plans for the initial plan review between the City of Moreno Valley Land Development Division and the Consultant's office where the plan check service will be completed. Second and subsequent submittals as well as all plan review comments will be made directly to and from the Consultant's office. The City shall be copied on all plan check comment letters.
- I. List of Submittals: All of the following **must** be submitted. Failure to submit any portion of these documents could be cause for rejection of the submitted proposal.
Note: One (1) Original and three (3) complete copies are required, clearly marked as such. (See Section XIV below).
- 1) Non-Collusion Affidavit (page 16)
 - 2) Affidavit of Non-Conviction (page 17)

- 3) Vendor Information (page 18)
- 4) References (pages 19-20)
- 5) Proposal Fee Schedule (page 21)
- 6) Addenda Acknowledgement (page 22)
- 7) All items listed above in this section (A through I)

X. Withdrawal of Proposal

Any Proposal may be withdrawn prior to the time and date set forth in the Notice Inviting Proposals, provided that a written request executed by the Proposer or his or her duly authorized representative for the withdrawal of such Proposal is filed with the Purchasing Division of the City prior to such time and date. The withdrawal of a Proposal shall not in itself prejudice the right of a Proposer to file a new Proposal provided the new Proposal is received before the closing date and time. Contact Virginia Garcia at purchasingdivision@moval.org

No Proposal may be withdrawn or changed after the time noted for submission of Proposals, even if the reason is due to the Proposal being compiled from an incomplete set of RFP documents and/or specifications. The lowest Proposer may seek relief of the RFP by submitting a written request within five days after the opening of the RFP's. Whether or not to grant a request for withdrawal of an RFP is within the sole discretion of the City. Said written request shall certify all of the following:

- 1) A mistake was made.
- 2) Specifying in detail how the mistake occurred.
- 3) The mistake made the Proposal materially different than he or she intended it to be.
- 4) The mistake was made in filling out the RFP and not due to error in judgment or to carelessness in inspecting the scope of the work or in reading the specifications (PCC 5101, 5103).

XI. Proposal Questions and Instructions

Proposals, to be entitled for consideration, must be made in accordance with the following instructions:

- A) Each Contractor shall exercise utmost diligence to obtain a full set of scope and related Proposal documents. The City will advise the Contractor of changes in the contract documents and specifications by the issuance of addenda during the Proposal period. Addendums will be placed on the City web site. See Notice Inviting Proposals. All such changes shall become a part of the Contract. No Proposal may be withdrawn after the closing date and time of the opening of the Proposals because of having been compiled from an incomplete set of contract documents and/or specifications.
- B) Any questions or doubt as to the true meaning and intent of the Proposal documents and specifications **must** be brought to the attention of the City **in writing**. All questions regarding this RFP are to be directed to Virginia Garcia at purchasingdivision@moval.org. Questions and subsequent responses will be provided **only to those companies** that have notified Virginia Garcia of their intent to submit a proposal. All questions and responses shall become part of the final contract. The City will not be responsible for any other explanations or interpretations.
- C) No oral agreement or conversation with any officers, employees, or agents of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. Request for an interpretation shall be emailed to Virginia Garcia at purchasingdivision@moval.org **at least five (5) business days** before the time announced for opening the Proposals. Questions that are closer to the closing date than this will not be addressed and will not be part of the subsequent contract.

XII. Instructions for Submittal of Proposal

Proposals shall be submitted on City forms included hereinafter to the City Clerk's Office of the City of Moreno Valley. List Proposal cost for each item separately. Prices must be stated in the units specified herein. **One (1) original and three (3) copies of the Proposal are to be submitted and must be clearly marked as such.** It is the Proposers responsibility to ensure that submissions are delivered to the correct location **before** the deadline. Completed Proposals shall be enclosed in a sealed envelope, addressed as follows:

**City of Moreno Valley
Attn: City Clerk
14177 Frederick Street
Moreno Valley, CA 92553**

The proposer's company name and address shall be clearly marked on the outside delivery envelope, the RFP number, name of project, hour and date of RFP closing as specified in Notice Inviting Requests for Proposals and the words **"SEALED REQUEST FOR PROPOSAL, DO NOT OPEN WITH REGULAR MAIL"**.

IMPORTANT
ON-TIME RECEIPT OF YOUR RESPONSE

The responsibility of ensuring that your time-sensitive document is received by the due date and time AND delivered to the City office stated in the invitation rests solely with the sender. You may hand deliver your document to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is not valid as proof of timely delivery. The City of Moreno Valley and the Community Services District (CSD) assumes no responsibility for bids, proposal or quotes which arrive at the City office stated in the invitation beyond the due date and time.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable. Regardless of the method you choose to submit your time-sensitive document, you must allow for our internal delivery system to process your item to the required office **before** the due date and time. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened. All prices, quotes and notations must be typewritten or written in ink. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent. Corrections must be initialed by the person signing the RFP. If the Proposal is made by an individual, it shall be signed and his full name and address shall be given; if made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given on a separate sheet of paper; if it is made by a corporation, it shall be signed by the president or a vice-president plus the secretary or assistant secretary, attested by the corporate seal and the name of the state under the laws of which the corporation was incorporated, and the names and titles of all officers of the corporation shall be given. Proposals not received by the City Clerk's Office of the City of Moreno Valley before the time and date set forth in the Notice Inviting Requests for Proposals shall be declared late and returned unopened to the Proposer.

XIII Scope of Services

Consultant engineering plan check services will be on an "as needed" basis. There will be no guarantee of work. The Consultant will review and/or perform duties related to the following:

The Consultant will be required to adhere to all federal, state, and local requirements. In general, the engineering plan check consultant services to be furnished for this project will include, but not be limited to, the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, easement and right-of-way documents, construction cost estimates, soils/geotechnical reports, hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. The Consultant shall review the construction cost estimate in the City's format to be utilized for bonding purposes and in most cases, establishment of plan check fees. Additionally, the Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. The Consultant shall adhere to a fourteen calendar day (two week) turn-around time for plan reviews; and more specifically described below.

A) Research of Record Information

With the first plan check submittal, the Consultant shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that the City knowingly has in its possession. The City will make available City records on regularly scheduled workdays. City copy machines will be made available to the Consultant to reproduce any plans or other documents as necessary for the Consultant's use in performing the plan check. The City will provide project conditions of approval with the first plan check.

B) Format Submission

The Consultant shall provide clear, concise, and complete plan check reviews to include, but not be limited to, all applicable items listed in the City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. The Consultant shall check plan compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements.

The Consultant shall ensure that all drawings are prepared using twenty-four inch by thirty-six inch (24" x 36") plan sheets (except maps). Final plans shall be prepared using permanent ink on 24" x 36" mylar sheets. No stick-ons are allowed. The original plans are to be considered to be the property of the project proponent, and shall be submitted to the City for approval. Upon approval of the mylars by the City Engineer, the plans shall become the property of the City.

C) Submittals to City

- 1) Completion of the first plan check shall be fourteen (14) calendar days after pick-up from the City, unless otherwise directed by the City. Upon completion of the first plan check review, the consultant shall provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents.
- 2) The Consultant shall perform subsequent plan checks using the same assigned staff to complete the plan checking process unless otherwise directed by City staff.
- 3) The Consultant shall incorporate plan check comments from City staff from all pertinent department and divisions.
- 4) Upon completion of the final plan check, the Consultant shall meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints accompanied by the original reproducible mylars and a final construction cost estimate, unless otherwise directed by City staff.
- 5) The Consultant shall state on the original mylars (or in a written statement as directed by City staff) that they have reviewed the plans for conformance with City standards and

practices and is recommending the plans for City approval. The responsible engineer shall sign the statement.

- 6) The Consultant shall provide a written statement on his letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation.
 - 7) Upon completion of the Consultant's map review and after final review by City staff, the Consultant's authorized engineer or land surveyor shall sign the final map/parcel map as the "Authorized Agent of the City Engineer".
- D) Estimate of Quantities and Cost
A preliminary estimate of quantities and costs shall be provided by the project proponent on forms provided by the City and included in the first plan check submittal. A final construction cost estimate shall be prepared by the Consultant. The final estimate of cost shall be based upon, and in agreement with, the final quantities as shown on the plans.
- E) Sewer and Water Drawings
The project proponent shall provide to the Consultant all sewer and water drawings necessary to perform the sewer and water plan check within the public right-of-way. The Consultant shall not be required to research sewer and water drawings. Because the City does not own the sewer and water facilities, the Consultant shall review these drawings for conflicts with City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. Sizing and capacity of these facilities is not the responsibility of the City's Consultant. The Consultant shall prepare a final construction cost estimate.
- F) Pre-Plan Check Meeting
The Consultant shall pick-up the first plan check submittal package from the City within 24-hours of notification by the City. The City will answer questions and provide guidance for the review and research of City records for the submittal prior to the Consultant checking of the plans.
- G) Post-Plan Check Meeting
The Consultant shall arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. The Consultant shall prepare a return transmittal to the project proponent.
- H) Second and Subsequent Plan Checks
The project proponent shall deliver second and subsequent plan checks to the consultant directly. The Consultant shall return second and subsequent plan checks to the project proponent within fourteen (14) calendar days.
- I) Project Reporting
The Consultant shall provide a written weekly status report to the City regarding the plan check submittals by Friday at 3:00 PM. The reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports may be e-mailed to the City.
- J) Responsible Engineer/Surveyor
A registered civil engineer in the state of California shall be the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check.

XIV. Selection Criteria

The City recognizes that price is only one of several criteria to be used in evaluating a product or service. Award of the Contract shall be made to the lowest responsive and responsible Proposer that best meets the City's specifications and needs, and represents the best overall value for the City. The City is not bound to accept the lowest price proposal. Submitted proposals will be evaluated on the following criteria but such criteria are not inclusive of all that may be considered. The proposal of the top-ranked firms will then be analyzed by the selection panel and may be invited to a selection interview.

A) Evaluation is based on: (criteria are not listed in any order of importance).

- 1) The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of the City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
- 2) Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with State and Federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- 3) Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to perform the services; and outline quality control measures to ensure on time delivery of a quality plan check.

B) Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

XV. Disqualification of Proposal

- A) More than one Proposal from an individual, a firm or partnership, a corporation or an association under the same or different name will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal will cause the rejection of all Proposals in which that Proposer is interested.
- B) If there is a reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in awarding a Contract. Proposals in which the prices obviously are unbalanced may be rejected. If the experience or financial background of the Proposer, as a contractor, is inadequate or past performance has been unsatisfactory, his or her Proposal may be rejected.
- C) No Proposal will be accepted from a Proposer who is not fully and properly licensed as a contractor in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code on the date and at the time of the submittal of the Proposal for the work to be done by him or her (B & P 7028.15).
- D) Missing or lack of complete required documents.

XVI. Execution of Contract
See Section D.

- XVII. Insurance Requirements of Successful Bidder
See Section D.

SECTION C

**REQUIRED RFP
SUBMITTAL DOCUMENTS**

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

I am the _____ and the duly authorized
(Title)

Representative of the firm of: _____
(Name of Corporation)

Whose address is: _____

_____ And that

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, and of its officers, directors, or partners, or any of its employees directory involved in obtaining Contracts with the City have been convicted of, or have plead *nolo contendere* to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State of the Federal government (conduct prior to July 1, 1977 is not required to be reported).

State "none" or, as appropriate, list any convection, plea or admission described in paragraph two above, with the data, court, official, or administrative body; the individuals involved and their position with the firm, and sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the City to make a determination. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the City may terminate ant Contract awarded and may take any other action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature: _____ Date: _____

Printed Name _____ Title: _____

Name of firm: _____

VENDOR INFORMATION

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: _____

Owner / Manager Name: _____

PO Mailing Address: _____

City: _____ State _____ Zip _____

Remit to Address (if different from PO mailing address)

City: _____ State _____ Zip _____

Web Site: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Incorporated? (mark one) Yes ___ or No ___

Fed. Tax I.D. # or Social # _____

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? _____

How many years of relevant experience within the scope of this RFP? _____

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal # VAG-11/12-04 have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

(Print Quoting Persons Name) (Title)

(Quoting Persons Signature) (Date)

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years - Public or Governmental Agencies preferred. (Type or Print)

1. Name of Public Agency: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Telephone: (____) _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

2. Name of Public Agency: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Telephone: (____) _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

3. Name of Public Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Title: _____

Telephone: () _____ Email: _____

Service Dates: _____

Brief Summary of Project/Work provided: _____

Insert fee proposal here and include this signature page.

Company Name: _____
(print)

Authorized Signer: _____
(print)

Signature: _____ Date: _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Company Name: _____

Address: _____

Telephone No.: _____

Email Address: _____

By: _____
(print)

Signature: _____ Date: _____

SECTION D

POST AWARD REQUIREMENTS

REQUIRED DOCUMENTATION AFTER AWARD

A. After notification of award, the successful Contractor shall provide all of the following **within fourteen (14) calendar days**. Failure to execute and furnish said documents within said fourteen (14) days shall be just cause for the annulment of the award and pursuit of an Agreement with the next responsive and responsible proposer.

1. Execution of Contract:

Two copies of the Contract shall be signed by the successful Proposer and returned **together** with any required documents such as insurance, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the City until the execution of the Contract. Failure to execute a Contract and acceptable documents as required herein shall be just cause for the annulment of the reward. The RFP may be awarded to the next responsive bidder or may be re-advertised.

2. Insurance Requirements of Successful Bidder:

Insurance: **Successful, selected proposer** shall be required to provide the required insurance coverage prior to the final execution of the Agreement and as outlined in the attached "Sample Agreement" and the summarized below. Required insurance is marked with an "X" on the "sample" Agreement included herein. An Endorsement page must accompany the insurance and must list the three agencies of the City as "additional Insured". Proper wording for this is contained in the "Sample Agreement" under Section G and is bolded for your reference.

General Liability

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

Auto Liability-Owned & Non-owned \$ 500,000 combined single limit

Workers' Compensation An amount to comply with State of California requirements **OR** waiver as described below.

Note: Those firms that do not have Workers' Compensation Insurance coverage and are compliant with State guidelines for a qualifying waiver **must** submit the proper Exception to Workers' Compensation Coverage form. Three PDF files are included with the RFP on the City website as Attachments. Please select the appropriate form depending upon how your company is established; either as a "Sole Proprietor", a "Partnership" or a "Corporation". Print out and fill in the appropriate form, have it notarized, and submit with your proposal to the City of Moreno Valley.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. _____**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as _____.
Project No. _____.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "___" attached hereto and incorporated by this reference.

Or

The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this

Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual

orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the

City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit E or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued

immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) ~~The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.~~

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct

copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the _____ (Example: Public Works Director/City Engineer of the City or his designated representative), fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such

occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such

records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board,

committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon

completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

SAMPLE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____

Chief Financial Officer
/City Manager/Mayor
(Select only one please)

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds \$15,000)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

EXHIBIT A
REQUEST FOR PROPOSAL

EXHIBIT A

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EXHIBIT B
CONSULTANT SCOPE OF SERVICES

EXHIBIT B

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EXHIBIT C
**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

SAMPLE

EXHIBIT C

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EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$_____. The Consultant's compensation for plan check services shall be based on time (hourly rate) and material, not to exceed 65% of the City's Land Development Division's applicable user fees collected per project, except for review of maps (parcel maps, tract maps) in which case the compensation shall not exceed 75% of the City's Land Development Division's applicable user fees. For those projects identified by the City as time and material projects where fees are not based according to user fees, the not to exceed limits described above will not apply. City will review time expended by Consultant upon receipt of Consultant's invoices.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City

Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the _____ Department at <email address>@moval.org or calls directed to (951) 413-_____.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

- A. Vendor Name, Mailing Address, and Phone Number
- B. Invoice Date
- C. Vendor Invoice Number
- D. Purchase Order Number
- E. City Project Number
- F. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), description of services performed and rates; invoices without description of work are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same. The City will review each invoice submitted by the Consultant, along with any accompanying required

documentation in order to determine that the Consultant has properly invoiced, documented and executed the required services.

7. Failure to comply with all requirements of this Agreement may result in non-payment for work.

SAMPLE

EXHIBIT D

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EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

SAMPLE

Addendum # 1
R.F.P. # VAG 14/15-03
September 3, 2014

The City strives to keep vendors responding to City needs current with information to each RFP/RFQ or Bid. As such we will receive question in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

Question:

Section B / IX. Proposal Requirements / A. Introduction .. "A maximum of twelve pages, excluding any resumes attached, is considered responsive."

Question: Can you please clarify whether the following must be included in this 12 page count?

7 pages of forms (listed in the List of Submittals, page 8)

"A minimum 3 letters of recommendation" (page 6)

Answer:

Letters of recommendation are excluded from the twelve page maximum, as stated. Although, not explicit, the seven pages of forms should also be excluded from the twelve page count, otherwise the bidder would only have 5 pages to provide the requested information. By all means, there can be more than twelve pages, the twelve pages are a minimum to be considered responsive.

Question:

Page 7, IX A. it states there is to be a maximum of twelve (12) pages (excluding resumes). Since the city has six (6) required forms to be submitted with the proposal, are the required forms also excluded from the 12 page count?

Answer:

Yes, the required forms are excluded from the 12 page count.

Question:

Page 12, XIII D) & E) require the Consultant to prepare a final cost estimate. Since the designer of record and project proponent are responsible for their project related submittals, and are making decisions based upon plan review comments provided and related work quantities, shouldn't the final cost estimate remain the project proponents responsibility and be submitted for final review with the other documents that are being checked? If not, then this would become a separate action once the plans are reviewed, signed and submitted.

Answer:

It is the responsibility of the City's plan check engineer and consultant to review the cost estimate prepared by the developer's engineer. The cost estimate prepared and submitted by the developer's engineer is preliminary until such time City staff or consultant representative has reviewed and approved it at which time it becomes the final engineer's cost estimate. The final engineer's cost estimate typically occurs concurrent with improvement plan final approval

Question:

Page 13, XIV A) 1) & 2) both include reference to the phrase "local experience". Please clarify the scope or extent of what is included within this phrase.

Answer:

Local experience is considered plan check services performed for municipalities near Moreno Valley in the general inland empire area.

Question:

Page 13 XV C) contains the disqualifier that "No Proposal will be accepted from a Proposer who is not fully and properly licensed as a contractor" under the CA B&P Code Section 7000. Is it the city's expectation that the firm or individual providing the engineering plan check consultant services be dual licensed as a consulting engineer and a contractor?

Answer:

A contractor's license is not required for plan check services.

Question:

On page 7 of your RFP the City requests each proposal be a maximum of 12 pages, exclusive of resumes. Does this 12 page limit include or exclude a front and back cover, the three (3) reference letters (requested on page 6), as well as the following required RFP submittal documents?

- 1) Non-Collusion Affidavit (page 16)
- 2) Affidavit of Non-Conviction (page 17)
- 3) Vendor Information (page 18)
- 4) References (pages 19-20)
- 5) Proposal Fee Schedule (page 21)
- 6) Addenda Acknowledgement (page 22)
- 7) All items listed above in this section (A through I)

Answer:

The twelve page maximum excludes the front and back cover, reference letters, as well as the RFP submittal documents that you have listed above.

Question: Would the City be willing to accept Statement of Qualifications from start-up companies who has no current or previous service to other governmental jurisdictions but its principal having over 10 years working for a city consultant and had worked for a county government performing the same function?

Answer: All consultants are invited to submit proposals for the Engineering Plan Check RFP. We recommend to provide any documentation or references associated with the proposed scope of work, as well as to highlight employee experiences and skill sets that would indicate their ability to perform the type of work outlined in the RFP.

Addendum # 2
R.F.P. # VAG 14/15-03
Engineering Plan Check Consultant Services

September 4, 2014

Sections III (page 6), IX (page 8) and XIV (page 13) of this RFP requires the submittal of cost and fee schedule information. Please note we will **not** be requiring Consultants to provide a fee schedule at this time. Please omit page 21 (Proposal Fee Schedule) from your required RFP Submittal Documents.

Furthermore, Section IX. F. (page 8) is revised as follows:

“Consultant compensation shall not exceed the following percentage of the City’s collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans). For those projects determined by the City as Time & Material projects, the “not to exceed amount” is not applicable.”

EXHIBIT B



Proposal:

Engineering Plan Check Consultant Services

R.F.P. # VAG 14/15-03



COPY

September 15, 2014



Item No. A.4

COPY

September 15, 2014

City of Moreno Valley
Attn: City Clerk
14177 Frederick Street
Moreno Valley, CA 92553



**Subject: Engineering Plan Check Consultant Services, R.F.P. # VAG 14/15-03
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship**

Dear Selection Committee Members,

HR Green California, Inc. brings an experienced, knowledgeable team with a proven track record for excellent service, accurate and **on-time plan reviews**, helpful counter support, electronic plan check/digital commenting proficiency, and effective working relationships with cities, developers, and developers' engineers. Our expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload.

HR Green has more than 100 years of service in the industry. HR Green is ranked as one of the top 300 design firms in the country by *ENR*. We currently have a **staff** of nearly **400**. HR Green has had a southern California office since 2004. Our team includes **Ninyo & Moore (geotechnical review)** and **Dennis Janda, Inc. (map review)**, firms which bring extensive experience to Inland Empire cities and with whom we have long-established working relationships. Key staff members of our firms have worked together for 20+ years in the delivery of plan review services.

Our Differentiators / Why We Are Best Suited to Deliver These Services:

- **All HR Green staff have worked on site for municipalities**
- Proposed staff members have worked for Moreno Valley
- Staff have supported 50+ California cities providing full-service civil plan check, water quality, and permit technician services
- Local management and **nearby offices ensure rapid response**
- Successful track record consistently meeting or beating turnaround review schedules
- Proposed staff averages 30+ years of experience capable of handling multiple duties to improve efficiency
- Manages **plan check operations for the only California city, Jurupa Valley**, where 100% of operations are provided by consultants. This city is ranked as the second most cost-effective per capita in terms of delivery of services in Riverside County.
- Exclusively serve public agencies / No conflict of interest
- 20+ year working relationship with specialty subconsultants
- Proficiency implementing electronic plan check/digital commenting
- Assure that the staff assigned to the City are dedicated to serve your needs

I, Roy Stephenson, **PE**, am authorized to bind the firm to the terms and conditions contained therein. Our proposal is valid, binding, and capable of acceptance by the City for ninety (90) days from the date of submittal.

We will assess needs and develop a staffing and service delivery model that promotes seamless integration with your City staff and developers/engineers while incorporating proven best practice tools, including digital commenting, electronic plan check, and tracking logs to enhance collaboration, save time, and streamline communication. Our team has the local resources, technical breadth, and availability to meet any staffing needs and will complete work assignments in a timely and high quality manner.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Roy Stephenson', with a long horizontal line extending to the right.

Roy Stephenson, PE
Manager – Local Government Services

Phone: 714.402.4185 Fax: 714.333.1886

1100 Town & Country Road, Suite 1025, **Orange, CA** 92868

E-Mail: Rstephenson@hrgreen.com





Qualifications

Overview Elements		HR Green California, Inc. (Prime Consultant)
Years in Business	101	
Type of Business Entity	Corporation	
Location of Office Performing Services	1100 Town & Country Road, Suite 1025, Orange, CA 92868 855.900.HRGC (4742)	
Contact Person for Contractual Actions	George Wentz, PE, Vice-President/Principal 1100 Town & Country Road, Suite 1025, Orange, CA 92868 714.287.2275 (C); gwentz@hrgreen.com	
List of Owners and Principal Members	Steven Heyer, President; Rick White, Vice-President George Wentz, PE, Assistant Secretary/Vice-President/Officer-in-Charge of Engineering Practice/Responsible Managing Officer	
Description of Services Provided	<ul style="list-style-type: none"> ■ Plan Check (Building and Civil) ■ Inspection (Building and Civil) ■ Map Check ■ Water Quality ■ Permit Processing/Counter Support 	<ul style="list-style-type: none"> ■ Civil Engineering ■ Traffic Engineering ■ Program Management ■ Code Compliance ■ Staff Augmentation

Our firm has nearly 400 employees and 15 offices throughout the United States, including a Southern California office in Orange. We have more than 25 staff assigned to our Orange County office. These staff members are registered engineers/architects and ICC, CASp, and QSD/QSP-certified plans examiners; specialists; and inspectors; all of whom have provided identical services as requested in this solicitation. HR Green staff members have played a key role in the evolution and growth of local municipalities and other agencies throughout Southern California. Our senior managers have worked extensively on land development and CIP projects in and for the City of Moreno Valley. Consequently, we are very familiar with your design standards, staff, processes, and procedures.

HR Green enjoys a longstanding reputation for environmental stewardship, public service, and technical excellence. The firm is consistently ranked among ENR's Top 300 design firms in the United States. HR Green California, Inc. specializes in "as-needed" consulting for municipal governments. Collectively, our staff has served 50+ California cities, including 15+ in Riverside County. Since our core competency is "on-call" engineering plan check, we have the depth of resources and expertise to be nimble and agile to properly staff work peaks and valleys and respond to expedited review requests.

HR Green will use the services of Ninyo & Moore (geotechnical plan review) and Dennis Janda, Inc. (map review), both of whom have worked with HR Green and our proposed staff for many years. Ninyo & Moore and Dennis Janda, Inc. support HR Green on plan review and on-call engineering contracts throughout the Inland Empire and Southern California. With an office in Rancho Cucamonga, Ninyo & Moore, a California Corporation, is a minority-owned, multidisciplinary consulting firm that provides high-quality geotechnical and environmental consulting services. In addition, Ninyo & Moore has held various on-call geotechnical engineering and materials testing contracts with the City of Moreno Valley and has provided geotechnical review to 50+ Southern California agencies. Ninyo & Moore has been issued 17 task orders to date for the City of Moreno Valley. Located in the Inland Empire, Dennis Janda, Inc. (DJI) specializes in public sector map check, survey and mapping consulting to municipalities and/or water districts, including the Cities of Jurupa Valley, Chino Hills, Murrieta, Temecula, Menifee, Beaumont, Adelanto, Counties of San Bernardino and Riverside, and Eastern Municipal Water District. DJI also has provided survey services on land development projects in Moreno Valley

HR Green/Staff Facts

- ✓ Engineering plan check, 30+ California agencies
- ✓ Consulting services to 15+ Riverside County area agencies
- ✓ Long-established working relationship with Moreno Valley
- ✓ Senior managers average 30+ years of government experience
- ✓ All staff have worked as government employees or as an on-site extension of staff
- ✓ Electronic plan check/digital commenting expertise
- ✓ Proven track record meeting or beat plan review turnaround schedules
- ✓ 100+ year history
- ✓ Top 300 ENR design firm
- ✓ Exclusively serve public agencies, no conflict of interest
- ✓ Manage second most cost-efficient city in Riverside County based on cost of service per capita





Experience on Similar Projects

The HR Green team has the **expertise and depth of resources** to help you achieve your performance goals. We have an unparalleled track record with a variety of municipalities throughout Southern California. The matrix and project descriptions with references highlighted in this section show just a small sampling of our experience. Letters of reference are included in the Appendix section.

 Services	Representative Agencies																			
	County of Riverside	RCFC&WCD	City of Indio	City of Moreno Valley	City of Menifee	City of Corona	City of Jurupa Valley	City of La Quina	City of Murrieta	City of Lake Elsinore	City of Riverside	City of San Bernardino	California Energy Commission	County of Orange	City of Anaheim	City of Irvine	City of Placentia	City of Yorba Linda	City of Rancho Santa Margarita	City of Laguna Hills
On-Site Staffing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Riverside County Area	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Civil Plan / Map Check	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Permitting	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Stormwater Quality Management	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Master Planning			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
CIP Program Management			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Civil and/or Traffic Design/Engineering	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Grant Writing/Administration			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Construction Management/Inspection			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

References from Current Clients

City of Jurupa Valley

Services	
✓ Plan Review (Building and Civil)	✓ Digital Commenting
✓ Inspection (Building and Civil)	✓ Permit Counter Technicians
✓ Water Quality Studies	✓ Hydrology Studies
✓ NPDES Compliance	✓ Program Management
✓ Construction Management	✓ Building Official
✓ Civil Engineering / Design	✓ Grant Funding
✓ Departmental Management	✓ Code Compliance

Following City incorporation in 2011, **HR Green** provided transition services from the County, and has continued to provide full departmental management and on-site staffing, including Assistant City Manager (**George Wentz, PE**); Public Works Director (**Roy Stephenson, PE**); City Engineer (**Jim Smith, PE**); CIP Manager (**Mike Myers, PE, QSD/QSP**); NPDES Compliance Manager (**Don Allison, PE**), Traffic Engineer (**Rob Olson**); Development Services Manager (**Tina York, PE**); and Building Official (**Reggie Meigs, CBO**). The City is comprised of 45 square miles and a population of nearly 100,000 with over 300 miles of



"HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services."

Frank Johnston, Mayor
City of Jurupa Valley



Engineering Plan Check Consultant Services
R.F.P. # VAG 14/15-03



maintained streets. Our staff manages all building and safety services (building plan check, permit counter staffing, building inspection, code compliance); development services (**civil plan check**, permit processing, counter support, infrastructure inspection); NPDES stormwater compliance; completed Local Implementation Plan for MS4 Permit; utility coordination, management and issuance of excavation permits in the public right-of-way; review and engineering technical support for development applications; review of developer-prepared grading and infrastructure improvement plans; preparation of Conditions of Approval; establishment of development guidelines, standards, checklists, and progress tracking reports/logs; review of Water Quality Management Plans (WQMPs); staffing of counter; **review of subdivision maps and similar boundary plats and legal descriptions**. In addition, HR Green issues permits and conducts field inspections (building and infrastructure).

Cost & Energy Savings: Save time and money by providing monthly tracking status logs. On-site staff and over-the counter reviews have saved City money. Compared to 28 cities in Riverside County, Jurupa Valley enjoys the **second lowest cost per capita of delivering services**.

Budget Performance: Perform work within budget. Provide developers with estimated hours to complete plan checks in advance of initiating work and holding HR Green staff accountable to meet these budgets.

Schedule Performance: The team has maintained a 100% on-time review for civil plan check. Also, the team has achieved 100% success rate for on-time building and infrastructure permit inspections. Our Building Official and Development Services Manager regularly facilitate roundtable discussions with developers to ensure cognizance of current standards to help speed review times and ease approvals. They work closely with County and developer teams to expedite specific reviews as needed and provide technical experts for over the counter reviews on a daily basis.

Project Dates: 2011 - Ongoing

Reference: Gary Thompson, City Manager
 8304 Limonite Avenue, Suite "M", Jurupa Valley, CA 92509
 951.332.6464 / gthompson@jurupavalley.org

County of Orange

Services	
✓ Plan Review (Building and Civil)	✓ Digital Commenting
✓ Inspection (Building and Civil)	✓ Permit Counter Technicians
✓ Water Quality Studies	✓ Hydrology Studies

HR Green was recently selected as the #1 rated firm and is reviewing and inspecting (building and civil) Planning Area 2 of the Ranch Plan, a 23,000-acre development composed of 6,000 buildable acres. Previously, various HR Green staff provided plan check and map check review of various projects and backbone infrastructure associated with Planning Area 1 of the Ranch Plan. Our team reviewed tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval. In the first year, the team reviewed and commented on 25 plans and reports with increasing volume as the project began to break ground.

Key Accomplishments

- 99% success rate meeting building and civil plan review schedules
- Second lowest cost per capita of delivering services in Riverside County of 28 cities
- 100% success rate achieving on-time building and infrastructure inspections
- Daily permit counter staffing
- Processed **grading plans, improvement plans, and maps** for 2,000+ new residential units (2,100+ sheets annually: 100% on-time review)
- Review 150+ new planning projects annually
- 550+ improvement/encroachment permit inspections annually (100% on-time track record)
- Issue >60% of permits over the counter

Key Accomplishments

- Hands-on Project Manager and key staff have delivered some of the largest volume of plan check work on Planning Area 1 of the Ranch Plan
- Maintain 100% on-time review rate to meet County and developer's fast-track timetable
- **Plan review, mapping, water quality review**, and inspection
- Accurate and timely invoicing
- Utilize electronic plan review/digital commenting



Engineering Plan Check Consultant Services
R.F.P. # VAG 14/15-03



The HR Green team is proficient using the County's APPS Program to input plan check comments, log and track projects, track plan reviewer time for invoicing, generate reports, log and forward plans to other departments, and track fee deposits. Plan check and related services were conducted in accordance with all accepted industry professional practices, and comply with the applicable regulations including but not limited to: current OCPW Standard Plans, the current Standard Specifications for Public Works Construction (Green Book), CEQA, the current OC Subdivision Code/Manual, the current OC Zoning and Grading Codes, the current OC General Plan, Specific Plans and Planned Communities, previous entitlements, the OC Hydrology Manual, the OC Grading Manual, the County's Landscape Irrigation Code and Implementation Guidelines, the OC Local Drainage Manual, the OC Highway Design Manual, the OC Code and Subdivision Map Act, applicable County of Orange Codified Ordinance Sections, Clean Water Act including the San Diego and Santa Ana Regional Board MS4 permits, as well as any other applicable laws and regulations.

Cost & Energy Savings: Electronically transmitted response letters and tracking logs concurrently to RMV developer, engineers, and County with hardcopy transmittal returned to County and developer team. Revised drainage analysis showing infrastructure demands to match localized requirements, thereby reducing total infrastructure costs. Constructability reviews to reduce potential project overruns during construction.

Budget Performance: Performed work within budget. Provided developer with estimated hours to complete plan checks in advance of initiating work and hold our staff accountable to meet these budgets.

Schedule Performance: The team maintained a 100% on-time review rate in accordance with the County and developer's fast-track timetable. Tina participated in roundtable discussions facilitated by the County with developers to ensure cognizance of current standards to help speed review times and ease approvals. Worked closely with County and developer team to expedite specific reviews as needed through the use of a large internal team and consultant pool. Hand carried submittals from County to plan review team and subconsultants within the same day. Same day processing of plan check budgets with County. Electronically transmitted response letters and tracking logs concurrently to The Ranch developer, engineers, and County with hardcopy transmittal returned to County and developer team.

Project Dates: 2010 - Ongoing

Reference: Laree Brommer, Project Manager / Rose Fistrovic, Project Manager
 300 North Flower Street, Santa Ana, CA 92702-4048

714.667.9649 / Laree.Brommer@ocpw.ocgov.com/ 714.667.8858 / Rose.Fistrovic@ocpw.ocgov.com



City of Placentia

Services	
✓ Land Planning	✓ Plan Review (Bulding and Civil)
✓ Water Quality Studies	✓ Permit Processing
✓ City Engineering	✓ Hydrology Studies
✓ Construction Management	✓ Program Management
✓ Value Engineering	✓ Grant Funding
✓ Departmental Management	✓ Multi-Agency Coordination

- Key Accomplishments**
- Consistently meet plan check turnaround schedule
 - Hydrology/Water quality reviews
 - Plan check of five grade separation projects worth \$400+ million

HR Green is currently under contract to provide contract city engineering, project management, plan check, and water quality compliance. Roy Stephenson, PE serves as Project Manager for the City's proposed \$16 million Metrolink station and five railroad grade separation projects valued at over \$400 million. Although OCTA is the lead agency, the City has contracted with HR Green to oversee the design; and provide plan checking, specification review, and construction oversight services.



Engineering Plan Check Consultant Services
R.F.P. # VAG 14/15-03



Tina York, PE serves as the Plan Check Manager/Lead Plan Check Engineer for various land development and grade separation projects. She has consistently met the City's 15/10/5 working day turnaround review schedule. Our reviews for 35%, 65% and 100% PS&E submittals verify conformance with City standards for roadway geometrics, storm drain plan and profiles, hydrologic/hydraulic reports, sewer plans and profiles, street lights, signing and striping details, traffic control plans, water quality reports, landscape and irrigation, and bridge and retaining wall aesthetics. We also coordinate meetings with utility agencies relating to the construction of a new water well site and the abandonment of existing site adjacent to new station.

Project Dates: 2010 - Ongoing
Reference: Troy Butzlaff, ICMA-CM, City Administrator
 401 E. Chapman Avenue, Placentia, CA 92870
 714.993.8171 / tbutzlaff@placentia.org

"I wholeheartedly endorse HR Green to other agencies in need of City engineering, project management and plan check services."
Troy Butzlaff, ICMA-CM, City Administrator
 City of Placentia

City of La Quinta

Services	
✓ Land Planning	✓ Plan Review (Building and Civil)
✓ Water Quality Studies	✓ Permit Processing
✓ City Engineering	✓ Hydrology Studies
✓ Construction Management	✓ Program Management
✓ Value Engineering	✓ Grant Funding
✓ Departmental Management	✓ Multi-Agency Coordination

- Key Accomplishments**
- Civil plan check
 - Hydrology/Water quality
 - Development coordination of major land developments (500+ acres)

HR Green and/or staff have provided development review and processing of citywide projects for over 15 years. Plans have included grading of raw land parcels; land development plan check included grading of building sites, street improvement geometrics and pavement structural sections, hydrology and hydraulic calculations for proper drainage of local and collector streets and complete review of all infrastructure and serving utilities. Our staff also helped to redevelop City standards and checklists and to update bulletins and calculation documents. One major project included The Trilogy (500+ acres), where we reviewed the design of retention basins and water quality and air quality management plans. Another project for which HR Green staff provided development coordination services was SilverRock Ranch. Our staff member coordinated development of a golf resort project being developed by the City of La Quinta redevelopment agency. His duties consisted of preparing Request for Proposals for design professionals and construction management services, marketing, and golf course operations. He also participated in the project development team weekly meetings, sat on the consultant selection committee, negotiated professional service contracts, and maintained the projects implementation schedule.

Project Dates: 1996 - Ongoing
Reference: Tim Jonasson, PE, Public Works Director/City Engineer
 78-495 Calle Tampico, La Quinta, CA 92253
 760.777.7042 / tjonasson@la-quinta.org

"The HR Green team has met or exceeded expectations. Turnaround time schedules were normally met and shortened whenever possible while delivering cost effective reviews."
Tim Jonasson, PE, Public Works Director/City Engineer
 City of La Quinta



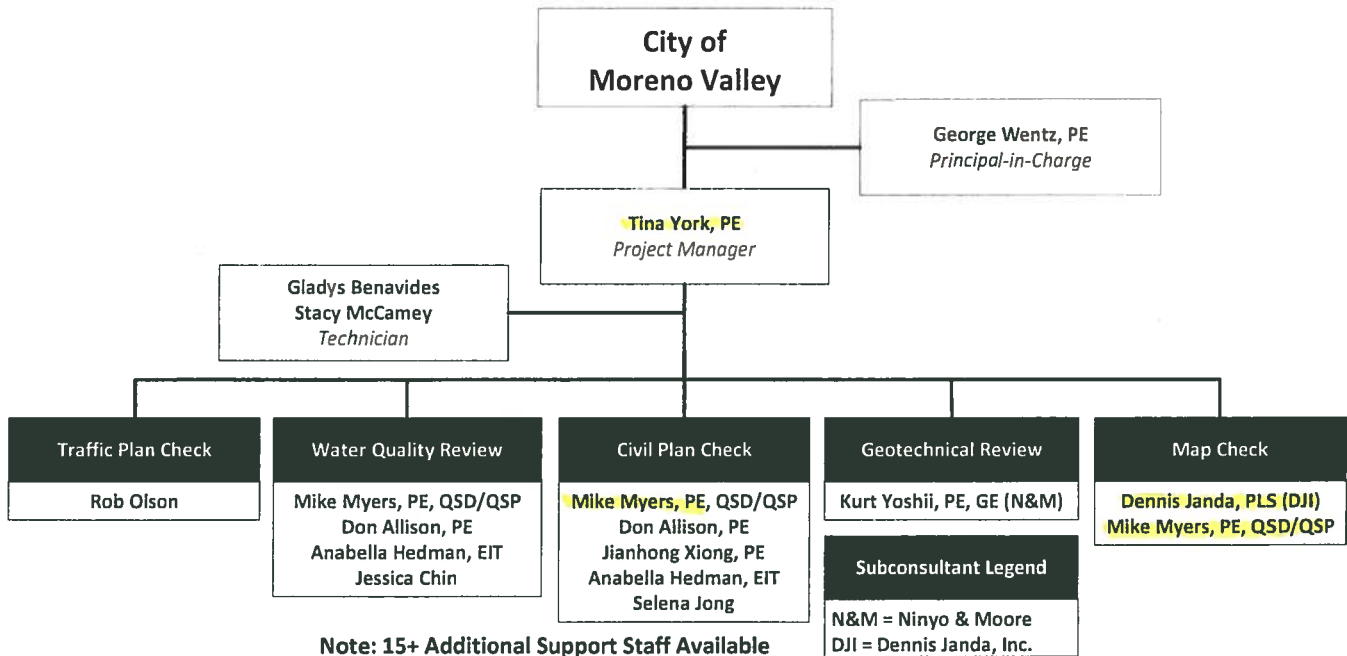


Personnel

HR Green is proposing a full range of multi-faceted staff members. Our organization chart is listed below with a matrix of staff capabilities following. Resumes are included in the Appendix. We will provide a staff and resource management plan that is appropriate to the nature of your permit activity, planned activities, and special projects/initiatives. Our proposed staff has successfully done this for other agencies. We will implement a plan that is responsive to your needs, will remain nimble to changing conditions, and match the right mix of staff.

George Wentz, PE, will serve as **Principal-in-Charge**. He brings **40 years of municipal management and development plan check/land development oversight experience** along with expertise in Alternative Service Delivery and Transition Services. He has worked with current **Moreno Valley** management to deliver various CIP projects in your city. He will ensure that all corporate resources are brought to bear for the successful delivery of services. George will assure that the staff and resources are available to serve the City as promised. He will also evaluate our services on a regular basis for quality assurance.

Tina York, PE, our **Project Manager**, has **25+ years of experience** focusing on **civil plan review**, project management, **civil engineering**, **site grading and drainage design**, and **review of hydrology and hydraulics studies**. She has also performed construction inspection for municipalities. Having overseen plan review services for 20+ agencies, she has customized plan review reports and tracking logs, checklists, and budgetary worksheets for tracking inspection costs. Tina has also managed a web-based **plan check tracking system** to give agency staff **24/7 project status** and implemented electronic plan checking to enhance communication, reduce review times, and save money.





Methodology / Approach

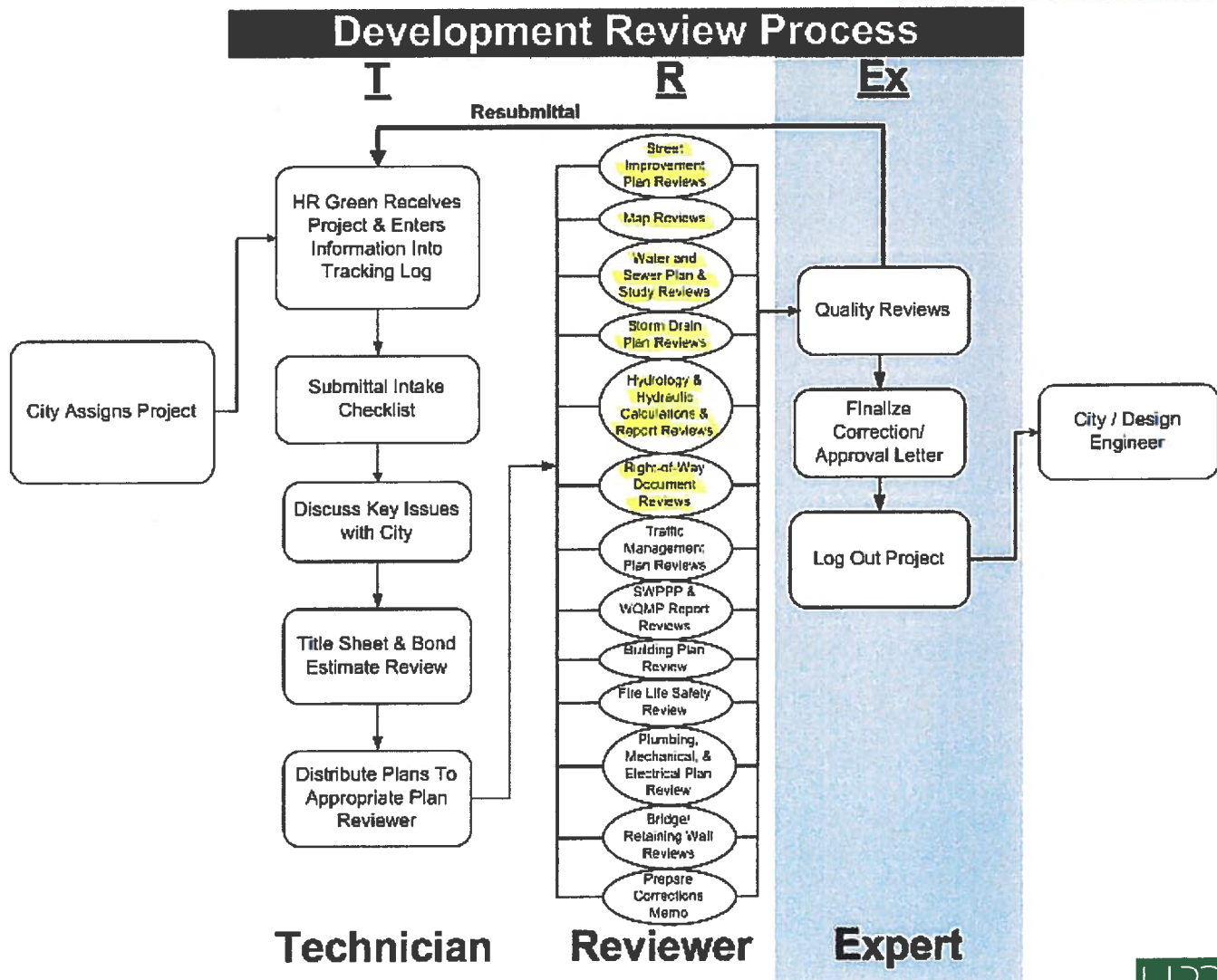
Our goal is to provide helpful design standard insight, responsiveness, and collaboration early and often to applicants while leveraging a proven development review process and **electronic plan check/digital commenting** to maximize efficiencies, promote project transparency, and save time and money.

Our plan check process will be managed through our **"GreenTREx" plan review and processing program**, a formalized and integrated process whereby **Technician**, **Review**, and **Expert** management/quality control functions are consistently implemented on each and every project. **HR Green** will assign registered engineers/architects and plan reviewers to review plans for compliance with applicable design standards and requirements (grading, street, hydrology, hydraulics, drainage, sewer, water, NPDES/water quality, etc.)

All minor plan review and some intermediate plan reviews will be performed in City Hall offices. Should the City so desire, major plan review may be handled through a paperless electronic plan check/digital commenting process.

Plan Reviewers' Differentiators

- ✓ On-site experience delivering same services to cities
- ✓ **Registered engineers** and architects / CASp-certified and QSD/QSP-certified specialists
- ✓ **Electronic plan check expertise**
- ✓ Proven track record processing a wide variety of projects
- ✓ Ability to accommodate special plan review needs (expedited/fast-track, multi-phased, specialty)





The following table highlights HR Green's responsibilities during each phase of the review process.

Project Phase	HR Green Responsibilities
Management/ Administrative	<ul style="list-style-type: none"> ✓ Maintain a Project Log ✓ Meet with City regularly to: <ul style="list-style-type: none"> - Discuss consultant performance - Inquire about revisions or updates to City/County policies and procedures - Discuss ideas to improve efficiency of comprehensive review process
Before Review	<ul style="list-style-type: none"> ✓ Verify the necessary items for project review are submitted <ul style="list-style-type: none"> - If complete <ul style="list-style-type: none"> ▪ Budget hours and determine due date <i>2 weeks</i> ▪ Commence project review - If incomplete or deemed to be not ready for review, discuss next actions with the City
During Review	<ul style="list-style-type: none"> ✓ Check for conformance with the Conditions of Approval (COA) <ul style="list-style-type: none"> - Check off each applicable COA as it is satisfied - Identify outstanding COAs in the corrections memo ✓ Perform conformity review of each submittal with: <ul style="list-style-type: none"> - General Plan and City Ordinances - Applicable Design Guidelines - Specific Plans - Tentative Map - Conditions of Approval - Resolutions - Subdivision Map Act - Land Surveyor Act - Survey Documentation - Standards - Bond Unit Price List - Checklists - Current NPDES Stormwater Permits and Statewide General Permit ✓ Perform conflict check of each submittal with provided: <ul style="list-style-type: none"> - Existing plans - Grading and street improvement plans - Water and sewer plans - Storm drain plans - Utility plans - Final map - Easements - Building improvement plans - Reports (e.g. soils, traffic, hydrology/hydraulics) - Water Quality Management Plan (WQMP)
After Review	<ul style="list-style-type: none"> ✓ Quality review check by Project Manager ✓ Deliver submittal to City and update Project Log ✓ Provide City with the following deliverables: <ul style="list-style-type: none"> - Redlined plans, studies, estimates - Redlined WQMP - Corrections memo - Copy of checklists ✓ Participate in a plan check meeting after the 1st Check and in weekly DRC meetings * Prior to subsequent reviews, the Engineer of Work must return the deliverables with written responses to the corrections memo
Other	<ul style="list-style-type: none"> ✓ Perform other review and inspection services as authorized by City staff



Quality Control

Key elements of our program to produce error free work include implementation of our **GreenTREx** Program, quality control at each review phase by registered engineers, and utilization of various forms and checklists.

As part of our **GreenTREx process** our reviewers and experts will utilize conformity checks, conflict checks, general mathematics, and design criteria checks relative to applicable documentation during the plan review and processing phase. Moreover, after plan review, our Task Leaders will do a quality review check and will also participate in a plan review meeting after the second check with the permittee, applicant and/or owner (as required), as well as the design engineer to ensure all comments are clearly understood to facilitate accuracy and conformance in an efficient manner.

Where appropriate, HR Green's quality assurance program will stress the following key areas:

Face-to-Face Plan Check Meeting with Review Team & Developer's Engineer after 1st Plan Check

We propose a plan check meeting be held at the end of the QA/QC process (after first plan check) to review all comments and issues with internal staff. This formalized internal process will promote consistency, ensuring everyone is on the same page on any major outstanding issues. The resulting benefits include clear and concise comments for the design team and elimination of multiple resubmittals.

Right-of-Way Risk Management

A right-of-way risk management approach early in the design process can identify all significant cost and schedule risk components and lay the foundation for a mitigation/avoidance plan to maintain forward momentum. Parcel mitigation planning during the early design is often a key component to accommodating certification deadlines and reducing project risk and impacts.

Our plan check staff maintains a **Stakeholder Information Sheet** which addresses all pertinent information needed by the plan review and development processing staff such as ordinance and design manuals/standards required, plan format, approval format, fee structure, method of transmittal, contact person and any special policies. Any changes made will be incorporated and redistributed to all staff with the updated amendments.

Our plan check staff has a variety of correction lists, supplemental lists and guidelines for use as deemed appropriate on each individual project. HR Green will maintain copies of Client Correction Lists and reference their use on our Stakeholders Information Sheet which all plan check staff reference at the beginning of each review. **Upon completion of the plan checks, we will forward a copy of the transmittal and correction lists to the City at the same time that we forward the checkprints to the design engineer.**

When plan reviews are completed they will be stamped on every page, signed and forwarded with a transmittal form directly to the City. The plan check transmittal procedure used by our firm minimizes the possibility of the plans being tampered with when being forwarded for permit issuance.

Our Transmittal Forms are customized for use exclusively with plan reviews to the requirements set forth by your City. They address items that could otherwise be easily missed between plan review and permit issuance.

Our document files are in two main categories: a **client master file** and a **project file**. Client files contain:

- Contract/Amendments
- Jurisdictional Information Sheet
- Ordinances, Standards, Guidelines, etc.
- Correspondence
- Policies, Interpretations and Procedures
- Invoices
- Preferred correction lists, forms, general notes, etc., as required for use by the City

"Your plan check manager, Tina York, did an outstanding job on a plan check review and really stepped up to the plate. The builder, Lennar Homes, was putting a lot of pressure on their local office and their civil engineer for the project. Because of Tina's commitment and efforts in responding to turn around times, it took the heat off City staff and put it on the developer's engineers. You always seem to exceed our expectations. It's been a real pleasure to work with you and I can always count on you."

Ed Domingue, PE, Director of Engineering, City of Escondido



Each submittal file contains items, such as the following:

- Correction lists
- Transmittal forms
- Calculations by plan reviewer
- Correspondence
- Copies of marked plans (where applicable)

Time Schedule / Transportation of Plans

HR Green provides best practices and state-of-the-art processes to efficiently manage plan check turnaround time and cost and keep projects on schedule. We understand your City's Land Development Division **requires a two-week turn-around time for initial plan review and all subsequent plan reviews**. Through our formalized **GreenTREx** plan review process and use of electronic plan check/digital commenting we offer the City a proven alternative to the traditional approach by offering a "green," paperless solution which streamlines and expedites the review process.

Depending upon the complexity and volume of plans to be reviewed we have a proven track record of **beating your two week timeframe**. We have **expedited plan reviews the same day** using collaborative tools and technologies explained on the following page to provide real-time input, comments, and electronic transfer of plans.

Should you not wish to utilize a green, paperless approach, we will transport plans between the City of Moreno Valley Land Development Division and our office by a method requested by the City. These options include, but are not limited to HR Green staff pick-up and drop-off and courier services. **The City shall be copied on all plan check comment letters.**

Having long-established working relationships reviewing plans from developers and engineers of work who have been at the forefront of development within the Inland Empire and Riverside County, we maintain effective and open communication with applicants early on to ensure they understand the latest standards and requirements, and are receiving the requisite supporting data and documentation to expeditiously move forward with development and to minimize rechecks.

One of the most helpful ways to mitigate disputes is to establish **open communication early and often** (verbal and comprehensive written documentation/ correspondence) throughout the development process. **Establishing a positive rapport and working relationship** at the initial and subsequent DRC meetings will promote constructive dialogue between the plan checker and developer's engineer. Mutual buy-in can be established on areas of concern, performance expectations, goals, action items, Conditions of Approval, milestones, etc. Our staff will serve as a facilitator and problem-solver to maintain forward momentum. They will visit the site to determine the improvements are practicable to existing site conditions and will try to anticipate issues to avoid future disputes.

If critical disputes between our plan checkers and developers' engineers arise, HR Green will use the following methods to resolve the issues and facilitate schedule:

1. HR Green writes a letter to the Engineer of Record (EOR) documenting each design standard/code discrepancy with supporting design standard and/or development code requirements. This step alleviates most conflicts.
2. If the developer's consultant has questions regarding our letter, HR Green plan checkers meet with the EOR to help explain issues to the EOR as necessary. We always keep City staff involved on all correspondence and meetings.
3. If there is a dispute beyond these initial steps, HR Green then suggests a meeting with the City staff, developer, and EOR. Having the developer at the meeting is important to make the EOR accountable.
4. City staff members are the ultimate decision makers and can waive or override standards if they wish to do so to resolve the issue, such as alternative materials and methods of construction.
5. HR Green will utilize a tracking log to document the status of reviews through each review phase. We will utilize a tracking log and maintain detailed files (inspection logs, deficiency logs, action items, correspondence, photo logs, etc.) to document the status of inspections and share this documentation with the City and stakeholders, as requested.
6. Electronic plan review and digital commenting will expedite the review time, save money, and enhance collaboration between the EOR and HR Green.



Plan Check Tools

Plan Review Tracking

A key to maintain close communication is the ability to give the stakeholders status updates on where their projects are in the review process. Our proposed Project Manager will provide a monthly progress report customized to your needs:

Electronic Review Process and Digital Commenting

HR Green utilizes proactive, hands-on management; face-to-face meetings; and proven **electronic review systems and tracking tools** to streamline service delivery, enhance communication, and promote transparency. For example, we use **digital commenting**, where reviews and comments are **accessible in real time electronically** to all stakeholders as well as detailed tracking systems to give you immediate access to project status. These tools maximize collaboration, enhance expedited requests, save money and time, reduce waste and storage space, build consensus, and promote project transparency.

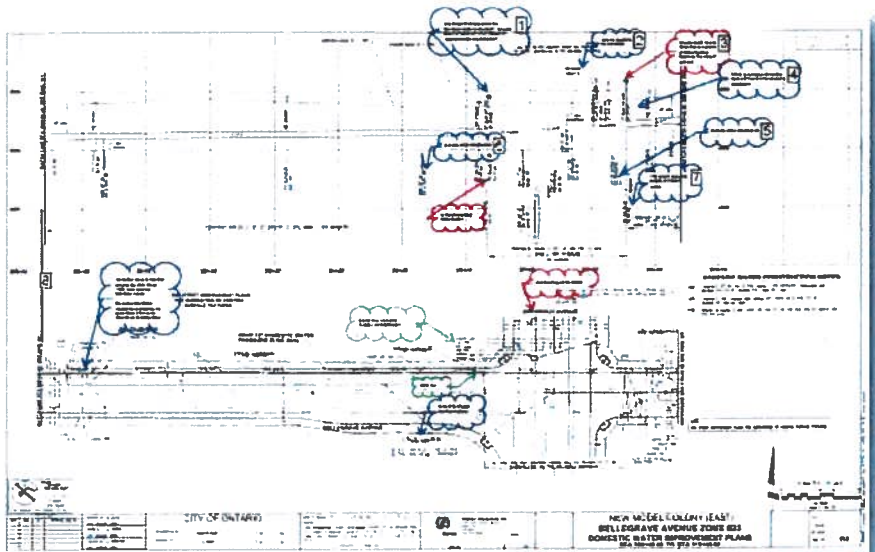
Our Project Manager, **Tina York, PE**, has been at the forefront of implementing an electronic review process for 30+ public agencies at the municipal, regional, and federal level.

Electronic plan review (digital commenting) allows for collaborative net meetings, where agency staff, developers' engineers, and our plan reviewers can coordinate and discuss review comments in real time, referring to detailed aspects of the project. Built-in software viewers allow the team members to view all of the information without having any additional software on their computers.

Digital Commenting

"Your electronic process has been extremely efficient, secure, and easy to use, provides rapid transmittal on information, and minimizes project cost...This and other procedures may be used as a model for other Energy Commission Delegate Chief Building Officials."

Chuck Najarian, PE, Former Program Manager, California Energy Commission



Case Study - Electronic Plan Check

Issue: Grading operations were to start on Monday. However, last minute design changes the previous Thursday required approval before grading could begin.

Solution: Plans were sent to our project manager electronically in PDF format. Her comments were digitally placed on the plans and reviewed with the client through a web meeting, allowing all parties to simultaneously view plans and comment on changes. Grading plans were approved on Friday.

Benefit: Plans were approved within 1 day, saved money, protected integrity of plans, built stakeholder consensus, promoted project transparency, and initiated grading operations without delay.



Appendix

Required RFP Submittal Documents

Non-Collusion Affidavit (page 16).....	A-2
Affidavit of Non-Conviction (page 17)	A-3
Vendor Information (page 18).....	A-4
References (pages 19-20)	A-5
Addenda Acknowledgement (page 22)	A-7

Resumes

Tina York, PE.....	A-8
George Wentz, PE.....	A-9
Rob Olson	A-10
Mike Myers, PE, QSD/QSP	A-11
Don Allison, PE.....	A-12
Anabella Hedman, EIT.....	A-13
Jessica Chin	A-14
Jianhong Xiong, PE.....	A-15
Selena Jong	A-16
Kurt Yoshii, PE, GE.....	A-17
Dennis Janda, PLS	A-18
Gladys Benavides.....	A-19
Stacy McCamey	A-20

Letters of Reference

City of Jurupa Valley	A-21
City of La Quinta	A-22
City of Placentia	A-23

COPY

Engineering Plan Check Consultant Services
R.F.P. # VAG 14/15-03



Appendix

REF VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that.

I am the Manager - Local Government Services and the duly authorized
(Title)

Representative of the firm of: HR Green California, Inc.
(Name of Corporation)

Whose address is: 1100 Town & Country Road, Suite 1025, Orange, CA 92868

_____ And that

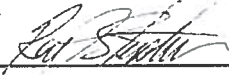
I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, and of its officers, directors, or partners, or any of its employees directly involved in obtaining Contracts with the City have been convicted of, or have plead *nolo contendere* to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State of the Federal government (conduct prior to July 1, 1977 is not required to be reported).

State "none" or, as appropriate, list any conviction, plea or admission described in paragraph two above, with the date, court, official, or administrative body, the individuals involved and their position with the firm, and sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the City to make a determination. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the City may terminate any Contract awarded and may take any other action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature:  Date: September 10, 2014

Printed Name Roy Stephenson, PE Title Manager - Local Government Services

Name of firm: HR Green California, Inc.



COPY

Engineering Plan Check Consultant Services
R.F.P. # VAG 14/15-03



Appendix

RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

VENDOR INFORMATION

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: HR Green California, Inc.

Owner / Manager Name: Roy Stephenson, PE

PO Mailing Address: 1100 Town & Country Road, Suite 1025

City: Orange State CA Zip 92868

Remit to Address (if different from PO mailing address)

City: _____ State _____ Zip _____

Web Site: www.hrgreen.com

Phone Number: 855.900.HRGC (4742)

Fax Number: 714.333.1886

E-mail Address: rstephenson@hrgreen.com

Incorporated? (mark one) Yes or No

Fed. Tax I.D. # or Social # 36-4730232

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? _____

How many years of relevant experience within the scope of this RFP? 101

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal # VAG-11/12-04 have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

Roy Stephenson, PE Manager - Local Government Services

(Print Quoting Person's Name)

(Title)


(Quoting Person's Signature)

September 10, 2014

(Date)





Appendix

RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years - Public or Governmental Agencies preferred. (Type or Print)

1. Name of Public Agency: City of Jurupa Valley
Address: 8304 Limonite Avenue, Suite M
City: Jurupa Valley State: CA Zip: 92509
Contact: Gary Thompson Title: City Manager
Telephone: (951) 332-6464 Email: gthompson@jurupavalley.org
Service Dates: 2011 - Ongoing
Brief Summary of Project/Work provided: Engineering plan check, development services management, building plan check, permit counter staffing, permit processing, inspection, public works engineering, code compliance, Building Official
2. Name of Public Agency: City of La Quinta
Address: 78-495 Calle Tampico
City: La Quinta State: CA Zip: 92253
Contact: Tim Jonasson Title: Public Works Director/City Engineer
Telephone: (760) 777-7042 Email: tjonasson@la-quinta.org
Service Dates: 1996 - Ongoing
Brief Summary of Project/Work provided: Engineering plan check, including street improvement geometrics and pavement structural sections, and hydrology & hydraulic calculations for proper drainage of local and collector streets. Also, helped redevelop City standards/checklists and updated bulletins/calculation documents.



Appendix

RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

3. Name of Public Agency: City of Placentia
- Address: 401 East Chapman Avenue
- City: Placentia State: CA Zip: 92870
- Contact: Troy Butzlaff, ICMA-CM Title: City Administrator
- Telephone: (714) 993-8171 Email: tbutzlaff@placentia.org
- Service Dates: 2010 - Ongoing
- Brief Summary of Project/Work provided: Engineering plan check, development service management, city engineer, and project/construction management for land development and CIP projects, including five grade separation worth \$300+ million.

COPY

Engineering Plan Check Consultant Services
R.F.P. # VAG 14/15-03



Appendix

RFP VAG 14-15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

Addendum No.: 1 Dated September 3, 2014

Addendum No.: 2 Dated September 4, 2014

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____


Company Name: HR Green California, Inc.

Address: 1100 Town & Country Road, Suite 1025, Orange, CA 92868

Telephone No.: 855.900.HRGC (4742)

Email Address: rstephenson@hrgreen.com

By: Roy Stephenson, PE
(print)

Signature:  Date: September 10, 2014





Appendix

Tina York, PE

Project Manager

Education / Registration

Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #46367

- ✓ 25+ Years Civil Plan Review, Engineering, & Inspection
- ✓ Electronic Plan Check Proficiency
- ✓ Plan Review, 20+ S. CA. Public Agencies

Tina has 25+ years of experience focusing on civil plan review, project management, civil engineering, site grading and drainage design, and review of hydrology and hydraulics studies. She has also performed construction inspection for municipalities. Having overseen plan review services for 20+ agencies, she has customized plan review reports and tracking logs, checklists, and budgetary worksheets for tracking inspection costs. Tina has also managed a web-based plan check tracking system to give agency staff 24/7 project status and implemented electronic plan checking to enhance communication, reduce review times, and save money.

Engineering Plan Review, City of San Bernardino, CA. Project Manager / Civil Plan Review Technical Expert for the review of development projects within the City. Key tasks included plan review of the SBX Bus Rapid Transit Corridor project, rail improvements for SANBAG, Water Quality Management Plans, and a slope failure rehabilitation project. Also, oversaw contract that included building plan review (structural, non-structural, accessibility, fire and life safety, mechanical, electronic, and plumbing).

Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA. Project Manager for the land planning, plan review, and inspection of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan, a 23,000-acre development, composed of 6,000 buildable acres.

On-Site Development Services Management, City of Jurupa Valley, CA. Consultant Development Services Manager, overseeing full range of development services for the recently incorporated City, a diverse community of about 45 square miles and population of nearly 100,000 citizens. Coordinate all plan and map check intake, established and update plan review tracking logs, customized submittal checklists, oversee encroachment permitting, establish fee schedule, handle entitlement services and plan review, write Conditions of Approval. **During FY 2013-14 achieved 100% turnaround review schedule success of 2,100+ plan sheets.**

Engineering Plan Review, City of Ontario, CA. Project Manager for review of grading plans, improvement plans, hydrology/hydraulic studies, sewer and water studies, P-WQMPs and F-WQMPs, and bond estimates on an as-needed basis. Plans range from minor to major residential subdivisions and commercial/industrial sites. Services have also included tracking projects from first submittal to City acceptance via web-based system as well as electronic plan reviewing. **Managed the review of 968 plan sheets from 65% Submittal within three weeks,** review of 35% design submittal for all backbone streets within New Model Colony East (~ 65% of total project), and review of 65% design submittal for 5 of 12 major backbone streets.

Engineering Plan Review, Riverside County Flood Control and Water Conservation District and Riverside County Transportation Department, CA. Principal-in-Charge for review of grading plans, improvement plans, maps, legal descriptions, right-of-way documents, sewer and water studies, hydrology/hydraulic studies, and bond estimates on an as-needed basis. Plans ranged from minor to major residential subdivisions and commercial/industrial sites. Tracked projects from first submittal to agency acceptance via web-based system and used electronic review.

Engineering Plan Review, Cities of Pomona, Hesperia, La Quinta, Indio, Cathedral City, Rancho Santa Margarita, Mission Viejo, San Clemente, Menifee, Murrieta, Lake Elsinore, Escondido, Carlsbad, San Marcos, Oceanside, Vista; Counties of San Diego and Imperial; California Energy Commission; U.S. Army and Navy; and Otay Water District, CA. Plan Reviewer/Project Manager for review of grading plans, improvement plans, sewer and water studies, hydrology/hydraulic studies, and bond estimates. Services included tracking projects from first submittal to agency acceptance via web-based system as well as electronic review.



Appendix

George Wentz, PE

Principal-in-Charge

Education / Registration

Master, Public Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #43273

- ✓ 35+ Years Municipal Services Management
- ✓ Principal, 20+ Plan Review and Inspection Contracts, Including Chino Hills
- ✓ City Manager, Building Official, Public Works Director
- ✓ Facilitate Management of Municipal Operations

George brings 40 years of municipal management experience and currently works for HR Green as the Assistant City Manager for the City of Jurupa Valley. He has overseen the provision of planning, building safety, community development, water quality, and public works services to more than 20 cities and counties throughout California.

George has directed and administered projects which range from on-call support to full city contract services. His responsibilities have ranged from accountability for day-to-day completion of activities associated with a contract to Principal-in-Charge of particular projects. His managerial experience and high level of success is well documented and recognized by the cities he has served.

He is recognized in the field as having a unique talent in working well with City Councils, boards, commissions, committees, ad-hoc groups, managers and staff to achieve desired agency results. He has focused on the master planning and implementation of high-profile, revenue-producing developments, golf courses, and mixed-use resort communities. Moreover, he has served as a development manager, responsible for identifying specialty designers, contractors, and operators; preparing and maintaining documentation; incorporating applicable procedures and standards into design and construction documentation; coordinating closely with agency, developer, city departmental staff, approving agency, and community stakeholders; facilitating community outreach; and coordinating project management, estimating, constructability, and scheduling efforts.

Project Management, City of Moreno Valley, CA. Project Manager responsible for the oversight of CIP projects during period of rapid growth.

City Engineering/Management, City of Jurupa Valley, CA. Assistant City Manager responsible for oversight of all operations of the City except finance and legal services. This includes: Planning/**Community Development, Engineering, Public Works, Building & Safety, Code Enforcement,** Development Services, IT, E-government, **Inspection,** and **Counter Services.**

Transition Services, City of Jurupa Valley, CA. Principal in Charge. Leader of incorporation activities for newly incorporated City with a population of 95,000.

He has served in the following roles and/or completed the following projects:

- City Manager, City of Menifee (oversaw Building Safety and Public Works services)
- Principal, City of Chino Hills (oversaw Building Safety services)
- Principal – Various Consulting Assignments for Southern California cities and counties
- Public Works Director/City Engineer, City of Rancho Santa Margarita (oversaw plan check and inspection)
- Public Works Director/City Engineer, City of Diamond Bar
- Public Works Director/City Engineer, City of Rancho Palos Verdes (oversaw plan check and inspection)
- Administrator of Building/Safety Operations and Building Official, City of Rancho Palos Verdes
- Project funding and organizational audits to support city services



Appendix

Rob Olson

Traffic Plan Check

Education

Master of Science, Transportation
Engineering
Bachelor of Arts, Transportation Economics

- ✓ 20+ Years Diverse Transportation Planning Experience
- ✓ Municipal and On-Call Traffic Review Experience
- ✓ Member, Institute of Transportation Engineers
- ✓ Institute of Transportation Engineers Bicycle and Pedestrian Council

Managed, promoted, and participated in a diverse range of projects including:

- County, city, area-wide, and corridor transportation master plans/planning studies
- Corridor and subarea Micro-Simulation analysis using Synchro/Simtraffic
- Accessibility and streetscape plans
- Traffic impact analyses for public and private sector development projects
- Bicycle and pedestrian master plans
- PSR and PA-ED studies for highway projects
- On-call traffic study and plan scoping and review
- Neighborhood traffic management plans
- Traffic Impact and parking plans for communities and private developments
- Access and master plans for major event centers and developments
- Airport ground access planning
- Transit station feasibility studies

On-Call Traffic Review, County of Riverside, City of Jurupa Valley, and City of Laguna Niguel, CA. Project Manager/Lead Reviewer for traffic-related studies. These studies included analyses for development projects, Specific Plans, and corridor operations. Tasks included conducting peer reviews for studies submitted, provide comments and direction for analyses, and prepare conditions for approval for satisfactory studies. Tasks also included providing access and circulation reviews for site development plans and subdivision plans.

Various On-Call Transportation Planning/Studies, Southern California, CA. Senior Transportation Engineer/Planner responsible for promoting, managing and conducting analyses for a variety of projects, including site traffic and parking studies, redevelopment area traffic planning, special events access/circulation and parking studies, stadium and arena access and parking plans, airport landside access plans and designs, pedestrian and bicycle plans, and public agency on-call transportation studies.

On-Call EIR Traffic Studies, City of Long Beach, CA. Project Manager for various comprehensive redevelopment traffic studies, including both the preparation and review of traffic and parking studies for development projects and districts in Downtown Long Beach. Projects included the development of the traffic plan for the West Gateway District and multiple high-rise and mixed-use developments. Analyses in Downtown Long Beach required evaluation of operations for all modes of travel including autos, transit, bicycles, and pedestrians.

California High Speed Rail EIR Traffic Study (Los Angeles to Anaheim Segment), Southern California. Project Manager/Lead Senior Traffic Engineer for the preparation of the EIR traffic study. Interpreted ridership forecasts and translated into local trip and parking generation values, trip distribution projections using TDF modeling, assignment of passengers by mode, and traffic and parking analysis for the four potential stations within the corridor. Attended coordination meetings and made presentations to agency officials.

Westbound SR-91 Lane Addition Project PA/ED Traffic Operations Study and Supplemental Analysis, Fullerton/Anaheim, CA. Project Manager for the PA/ED and Supplemental traffic operations analysis studies for the proposed lane addition on SR-91 between SR-57 and I-5. Directed and prepared the traffic analysis for the studies including coordination and interpretation of the travel demand forecasts and translation into future year traffic volumes. Prepared the traffic reports and conducted presentations to local agency, OCTA, and Caltrans staff.



Appendix

Mike Myers, PE, QSD/QSP

Water Quality Review, Civil Plan Check & Map Check

Education / Registration

Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #30702
Certified QSD/QSP, #20362

- ✓ 30+ Years Municipal On-Site Staff Augmentation Experience
- ✓ Plan Check for Nearly 15 Cities
- ✓ Reviewed Numerous WQMPs/SWPPPs
- ✓ Extensive On-Site Staff Augmentation Experience

Mike brings more than 30 years of design management, plan review and water quality experience, including the provision of on-site staff augmentation services to numerous cities.

On-Site Project Management Staff Augmentation, City of Jurupa Valley, CA. Consultant Assistant City Engineer/CIP Manager, providing a full range of professional City Engineering services to the recently incorporated City, a diverse community of about 45 square miles and population of nearly 100,000 with over 300 miles of maintained streets. Services include:

- Coordination and participation in a diverse range of activities with Riverside County staff in transitioning from unincorporated territory to incorporated municipality;
- Development, including budgeting, administration and management of City's capital improvement program including engagement of capital project drainage analysis and civil design consulting services;
- Utility coordination, management and issuance of excavation permits in the public right-of-way;
- Beach Avenue Storm Drain Improvements: Design oversight of \$5 million improvement funded by the Riverside County Flood Control and Water Conservation District to alleviate flooding in residential neighborhood. Project involved 1.5 mile long pipeline involving up to 60" RCP and multi-cell box culvert crossing under 58th Street.

Project Management, Various Southern California Cities. Senior Consulting Engineer providing a broad range of municipal consulting services to Cities of Rancho Palos Verdes, Palos Verdes Estates, Diamond Bar, Apple Valley, San Dimas, Hidden Hills, and Moorpark. Provided public works counter services for permits and inspection requests, investigated citizen inquiries and complaints, reviewed subdivision maps and improvement plans, designed and prepared plans, specifications and estimates for capital improvement projects, prepared analysis and reports for assessment districts and "Rule 20" undergrounding projects.

On-Site Project Management Staff Augmentation, City of Moreno Valley, CA. Consultant Project Manager responsible for full range of CIP project management to a 50-square-mile municipality with a population of nearly 200,000. Responsibilities included capital project identification, scope definition and initial budget estimates for various annual and 5-year capital projects; identification of and application for various alternate local, State and Federal funding sources; preparation of scopes of services, solicitation of proposals, and selection of consultants for project design, survey, inspection and construction management; monitoring design consultant's progress including consultants monthly invoices, review of progress submittals of improvement plans, and value engineering; processing CEQA and NEPA environmental documentation; utility coordination; plan review; and bid processing.

Aqua Bella, Moreno Valley, CA. Oversaw land development design of a specific planned age-restricted, adult community on 685 acres.

Land Development, Indio, CA. Managed the preparation of a specific plan and environmental documentation for a mixed use development fronting 1 mile of I-10.

Moreno Valley Highlands (Rancho Belago) Specific Plan, Moreno Valley, CA. Oversaw land development design of and Moreno Valley Highlands (Rancho Belago) Specific Plan, a 1,200-acre master planned community.



Appendix

Don Allison, PE

Water Quality Review & Civil Plan Check

Education / Registration

Masters, Business Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer: CA, #19466

- ✓ 35 Years Plan Review, Civil Engineering, & Municipal Services Management
- ✓ Oversees WQMP Reviews & Citywide NPDES Compliance
- ✓ Extensive Design & Plan Review Experience, including Desert Agencies

Site Development Plan Review and NPDES

Compliance Review, City of Jurupa Valley, CA. Provides Site Development Plan Review and NPDES Management services for the newly incorporated City. Oversees the WQMP process from planning to final construction, including conditions of approval, plan check, and BMP inspection.

Municipal Management, City of Menifee, CA. City Engineer/Director of Public Works responsible for all aspects of Public Works Department operations. Developed Conditions of Approval for development projects, including the 1,240 unit Audie Murphy Ranch development. Coordinated plan and map review, CIP program management, design oversight, and NPDES compliance, including rainy season inspection reports, water quality conditions of approval, yearly reporting, yearly inspections, and construction BMPs. Managed the development division. Provided Conditions of Approval for planning. Oversaw the plan check process and recommended the approval of all construction plans and final maps. Set up the NPDES program including ordinances and program systems.

Drainage Plan Review, City of Las Vegas, NV. Project Manager/Engineer for the review of technical drainage studies on behalf of the City of Las Vegas. Reviewed over 600 studies for conformance with City Standards and the Clark County Regional Drainage Manual. Reviewed grading plans for conformance with Nevada drainage law and City drainage standards over an 8 year period.

Development Review Support, Pinal County Public Works, AZ. Project Manager for 7 land development plan review assignments, including streets, storm drains, storm water detention, sewer and water.

Plan Review and Inspection, Coyote Springs, Pardee Homes, NV. Project Manager for 3rd party plan review assignment for the 80,000 acre Coyote Springs Development, 60 miles north of Las Vegas, NV. Provided the same level of service as Clark County Public Works Department prior to their assuming jurisdiction. Provided the developer quick reviews while duplicating the plan review procedures of Clark County.

Highway/Road Construction, Nevada Department of Transportation. Project Manager overseeing 50+ assistant resident engineers, inspectors, materials testers, technicians, and document control staff on highway and bridge projects statewide for more than eight years. Many projects required rapid mobilization of staff and equipment, as well as day and night shifts. Completed all assignments ahead of schedule.

Via Princessa Metrolink Station, City of Santa Clarita, CA. Project Manager for fast-track design and construction management of parking lot, storm drain, rail platform, comfort station, lighting, and signage in 8 calendar days from start of design to completion of construction. Designed station in field, coordinated building materials with contractor, sized pavement section, supervised construction inspectors, and performed final inspection.

Flood Control Study, Orange County, CA. Project Manager of a study of all Orange County facilities susceptible to flood damage during a 100-year frequency storm and development of mitigation measures and recommendations.

Hydraulic and Sedimentation Analysis for the Santa Ana River, Orange County Environmental Management Agency. Project Manager for the analysis and design of streambed stabilization structures to reduce erosion of the streambed. Used HEC-2, HEC-6, and Fluvial 12 programs to model and design the invert stabilization structures.



Appendix

Anabella Hedman, EIT

Water Quality Review & Civil Plan Check

Education / Registration

Masters, Business Administration
Bachelor of Science, Civil Engineering
Engineer-in-Training, CA115236
Water Quality Management Plan Training
International Erosion Control Association-
Trained in Construction Site Stormwater
Management, California General Construction
Permit
IECA-Trained, Certified Professional in Erosion & Sediment Control (CPESC)
BIA-Trained in SWPPP Preparation and Review
Caltrans Dist. 8 Training, Project Planning & Design

- ✓ Plan Review, Nearly 10 Agencies
- ✓ Facilitated Extensive Stormwater Training Program for Cities
- ✓ Designed/Coordinated 75+ Structural BMPs
- ✓ Expertise Reviewing & Preparing WQMPs, SWPPPs, & Drainage Studies for Agencies
- ✓ Facilitated Extensive Storm Water Training Program for Municipalities

Anabella brings more than 10 years of plan check, project management, and water quality experience, including the provision of hydraulics and hydrologic analysis.

Rancho Mission Viejo Development (The Ranch) Planning Area 1, County of Orange, CA. Plan Checker for infrastructure plans and water quality reports and drainage studies of various projects and backbone infrastructure associated with Planning Area 1 of the Ranch Plan, a 23,000-acre development, composed of 6,000 buildable acres.

Plan Review, Cities of Lake Elsinore, Pomona, Carlsbad, Escondido, Hayward, and County of Imperial, CA. Reviewer of water quality technical reports and drainage studies for land development projects.

Water Quality Report Review, Cities of Lake Elsinore, Murrieta, Pomona, Carlsbad, Escondido, San Bernardino, and Hayward; Riverside County Transportation Department; Riverside County Flood Control & Water Conservation District; County of Imperial, CA. Lead Reviewer of water quality reports and drainage studies for land development projects. Provided value engineering for BMP designs and storm water compliance to RCTD as part of NPDES Program Management assignment.

Plan Review, Stormwater Quality Review and NPDES Compliance, City of Ontario, CA. Lead Reviewer of water quality technical reports and drainage studies for 8,200-acre New Model Colony. Spearheaded water quality solutions, including recommendations on phasing regional treatment and interim treatment applications. Also developed an "Interim Treatment Design Options" handout and an 8-Page "NPDES New Development Requirements Handout" for developers, builders, and engineers of work, saving money and review time.

Water Quality Management Plan and Drainage Study Preparation, Cities of Carlsbad, San Marcos, Lemon Grove, Santee, San Diego and Escondido, CA. Prepared WQMPs and drainage studies for various infrastructure and site development design projects, such as major roadways and commercial/residential developments.

Drainage & Water Quality Engineering, San Diego Association of Governments, CA. Design Engineer for the preparation of drainage studies, including hydrology and hydraulic analysis; ditch, catch basin, and inlet sizing; and rip-rap design, associated with two major BRT stations along \$800 million Interstate-15 Managed Lanes Project.

Land Development Design & Engineering, San Diego County, CA. Design Engineer for the analysis and preparation of drainage studies and storm water management plans for residential/commercial developments countywide. Provided hydrologic and hydraulic analyses, including detention basin design, desiltation basin design, storm drain analyses, orifice and weir calculations, grass-lined swale design, and water quality treatment analyses. Also, designed improvement plans, including street, water, sewer, and storm drain improvements.



Appendix

Jessica Chin

Water Quality Review

Education / Registration

Masters, Public Administration
Bachelor of Arts, Political Science
Certification, Water Quality Standards
Certification, Floodplain Management
Administration

- ✓ 10+ Years of Environmental Regulatory Compliance
- ✓ Implemented and Administered Automated Permitting System, City of Riverside
- ✓ Managed NPDES-related Fund Audit
- ✓ NPDES and MS4 Permit Compliance Manager, City of Riverside

Jessica has 10 years of project financing, budgeting, community outreach, and environmental regulation development and compliance experience. She has worked in the City Manager's Office, Finance Department and Public Works Department. In addition, she was responsible for municipal performance metrics, program outreach, community liaison, and both preparation and implementation of the municipal operating and capital budgets.

NPDES Compliance, City of Jurupa Valley, CA. NPDES Coordinator for implementation of MS4 permit and addressing compliance issues.

Environmental Compliance (Storm water, Wastewater, Regulatory Permitting, Compliance Monitoring, Inspections and Reporting), City of Riverside, CA. As the City of Riverside's lead negotiator for the current Municipal Separate Storm and Sewer System (MS4) permit, she represented the largest municipality in the permit area, excluding unincorporated county, and advocated municipal needs and challenges. As the primary contact for the City's \$5.5M storm water pollution prevention program, Jessica coordinated staff training, database development and management reporting, inspection compliance, compliance reporting, and public outreach, among a multitude of other program components. She led the City's involvement with multiple Total Maximum Daily Load (TMDL) program development and implementation in various watersheds, including negotiation of requirements and assurance that all compliance monitoring, inspections, and reporting requirements were met. She was strongly involved with the California Stormwater Quality Association's (CASQA) analysis and negotiation for the statewide Construction Permit, led task groups, analyzed compliance feasibility and drafted CASQA comments. To plan for potential opportunities and mitigate likely risks, Jessica analyzed and tracked affective legislation and case law.

Finance Management, Government Finance Officers' Association (GFOA) and City of Riverside, CA. With specialized training in capital project financing and budgeting, Jessica became a budget reviewer for the Government Finance Officers' Association. After initiating an NPDES-related fund audit, she identified and implemented the changes to realize a 60% ongoing increase in enterprise revenue (to \$580,000). Diligent about contract compliance, she ensured that task force efforts met both regulatory compliance and contractually agreed cost limits, reducing member agency cost expenditures over 40% from proposed levels. She administered the annual citywide cost allocation and user fees program, and implemented the first increase in sewer rates and fees in nearly twenty years. She analyzed municipal NPDES fees and rates statewide.

Project Management-City of Riverside, CA. Current with innovation and advancement in new technology, Jessica was responsible for evaluating and implementing new software programs, such as work and asset management software (\$3.5M value) and permit management software (\$1M value) coordinating with various departments for pre-implementation development, upgrade testing, user issue resolution, report development, and business process analyses.



Appendix

Jianhong Xiong, PE

Civil Plan Check

Education / Registration

Master of Science, Transportation
Engineering
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #67998
IECA-Trained

- ✓ 20 Years of Combined Design, Plan Review, Construction Management, Project Management and Transportation Experience
- ✓ Water Quality Projects Design and Review (WQMPs and SWPPPs)
- ✓ Hydrology and Hydraulics Design and Review
- ✓ Plan Review, 10+ Agencies

Jianhong brings 20 years of design, plan review, hydrology, hydraulics, water quality, transportation engineering, office engineering, construction management, and project management experience related to public works, infrastructure, drainage, rail facilities, bridge, highway, and utilities projects.

Engineering Plan Check, County of San Diego, CA. On-Site Plan Checker responsible for as-needed plan review (such as grading, water, recycled water, sewer improvement plans, hydrology and hydraulics study review) associated with land development projects.

Plan Check Review of Land Development Plans, Cities of Carlsbad, Escondido, Indio, Hesperia, San Bernardino and County of Imperial. Responsible for plan review (grading, improvement plans, hydrology and hydraulics study review, etc.) associated with land development projects.

Plan Check and Review of Land Development Plans, Riverside County Transportation Department, CA. Provided hydrology and hydraulics study review and prepared conditions of approval. Also, reviewed street improvement, water, sewer, lighting, signing, striping, and grading plans.

Plan Check and Review, City of Ontario, CA. Responsible for plan check review of New Model Colony project. This project includes over 3,700 acres of build-out.

Plan Check Review of Land Development Plans, Cities of Murrieta and Lake Elsinore, CA. Provided civil plan review for grading and roadway improvement plans for large single-family residential developments.

Recycled Water Plan Check, Otay Water District, Spring Valley, CA. Plan Checker responsible for review of water utility plans for Otay Heights Business Park.

General Engineering Consultant, San Diego Association of Governments/Metropolitan Transit Development Board. Project Engineer as an extension of staff at SANDAG offices for 18 months responsible for designing and managing a compressed natural gas facility project, trolley station improvement projects, LRT rail replacement, bus rapid transit projects, Kearney Mesa Division Transit Maintenance Facility and Imperial Avenue Division Transit Maintenance Facility underground storage tanks repair projects, and other miscellaneous projects. Managed subconsultants; prepared plans, specifications, and estimates; developed and updated project schedules in Microsoft Project; developed project scopes for work orders. For the Mid-Coast Corridor LRT extension he prepared cost estimates. Additional duties included:

- Spring Street LRT Station. Design Engineer for railway tracks; responsible for providing cost estimates, engineering calculations and analysis. In charge of the bid documents and involved in the bidding process for the project.
- 25th/Commercial LRT Station. Design Engineer responsible for the lining of the station and station improvements. Job tasks included designing the plans and putting cost estimates together.



Appendix

Selena Jong

Civil Plan Check

Education

Bachelor of Science, Civil Engineering

- ✓ 10+ Years Land Development Experience
- ✓ Extensive Experience Designing Land Developments
- ✓ Drainage and Water Quality Experience

Selena brings 10+ years of diverse engineering experience, primarily associated with land development projects.

Rancho Mission Viejo Development (The Ranch) Planning Area 2, County of Orange, CA. Plan Checker for the review of various projects and backbone infrastructure associated with Planning Area 2 of the Ranch Plan, a 23,000-acre development, composed of 6,000 buildable acres in five initial planning areas.

Design Plan Check, Cities of Jurupa Valley and La Quinta, CA. Plan check precise grading, rough grading, drainage, and street improvement plans.

Various Land Development Projects, City of Carlsbad, CA. Project Manager/Design Engineer for large-scale recreational and 1,500 home residential community at the Villages of La Costa - La Costa Greens, La Costa Oaks and La Costa Ridge, a 2,350 acre Master Planned Community. Responsible for street and utility improvements and precise grading design, drainage design, sewer studies, storm water quality reports, assisting with Storm Water Pollution Prevention Plans, and providing assistance with superintendents and survey field crews with construction issues. Selena has also managed clients taking them from post improvement construction through to final build-out of precise grading construction phases. As a project manager she has streamlined the precise grading phase process with her clients in order to turn around plans in a timely and cost effective manner.

Emerald Point Estates, City of Carlsbad, CA. Project Manager/Design Engineer for 14 unit single-family residential project. Responsible for street and utility improvements, drainage and precise grading design as well as project budgeting and client plan processing.

Various Land Development Projects, City of San Diego, CA. Design Engineer for Malabar Estates a 23 unit single-family residential project and Presidio, Carrillo, Hawthorne and Marston; four projects totaling 125 units of single-family lots which is part of the larger 3,780 acre Black Mountain Ranch Master Planned Community. Responsible for engineering precise grading design and all subsequent plans and documents required for pulling building permits.

Chollas Heights U.S. Navy Child Development Center, City of San Diego, CA. Design Engineer responsible for design of storm drain, detention basin, hydrology and hydraulic study and assisted with obtaining LEED Silver Project Certification.

Fort Rosecrans Point Loma National Cemetery Columbarium Expansion in the City of San Diego, CA. Design Engineer responsible for site layout and grading design and coordinated with the architect and Department of Veterans Affairs in the niche/columbarium wall design. Project consisted of the addition of approximately 6,200 wall niches over-looking the San Diego Bay.



Appendix

Kurt S. Yoshii, PE, GE (Ninyo & Moore)

Geotechnical Review

Education / Registration

Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #54759
Registered Geotechnical Engineer, CA #2508

- ✓ 20+ Years Geotechnical Experience
- ✓ Geotechnical Principal, Various Land Development and CIP Projects
- ✓ Extensive On-Call Geotechnical Review Experience for Cities

As a Principal Engineer, Kurt reviews project plans and specifications, provides oversight for daily inspection and testing services, reviews field and laboratory test results and evaluates performance to project specifications. He coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including highways, railroads, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports, and provides geotechnical design parameters and recommendations for grading and earthwork, shallow and deep foundations, retaining structures, and in-situ ground remediation; reviews laboratory results, project plans and specifications; provides supervision and technical support to project-level engineers and geologists; performs project administration and management; and provides expert witness services.

On-Call Materials Testing and Geotechnical Engineering Services, City of Moreno Valley, CA. Principal-in-Charge for the on-call materials testing and geotechnical engineering services for various projects, including street widening and improvements at various locations, street widening and storm drain improvements on Ironwood Avenue, and street improvements on Dracaea Avenue. A specific scope of work was developed for each project in coordination with the City of Moreno Valley's project managers for each project assigned.

Third Party Review, City of Fontana, CA. Principal-in-Charge retained to provide third party geotechnical consulting services associated with the construction of a 568-acre residential community in the foothills of the San Gabriel Mountains along the north side of the City. Ninyo & Moore's scope of work included coordinating with representatives of the City of Fontana and the residential developer and his geotechnical consultant, a review of several geotechnical design reports and grading plans associated with the proposed development, periodical site visits to observe the grading operations, review of as-built geotechnical reports associated with the development, and client consultations pertaining to the geotechnical issues and adequacy of the recommendations and reports by the geotechnical engineer of record.

As-Needed Geotechnical Plan Review, City of Diamond Bar, CA. Principal-in-Charge providing third party geotechnical consulting and plan review services associated with the proposed construction of residential and school projects. Services included project coordination with the City of Diamond Bar Public Works Department as well as the geotechnical engineer of record for each project, a review of several geotechnical design reports, periodic site visits during construction, review of as-built geotechnical reports for the projects, and client consultations.

As-Needed Plan Check Services, City of Anaheim, CA. Principal-in-Charge to provide geotechnical as-needed plan check services for various projects. The work covered by this contract included geotechnical consulting services for the review of plans, studies and reports. These services were anticipated to be needed for various commercial and residential development projects. Services included third-party reviews of geotechnical reports and plans to evaluate if the plans were in conformance with the recommendations of the geotechnical reports, and that the geotechnical reports appropriately addressed the geotechnical site conditions.

Third Party Review, County of Orange, CA. Principal-in-Charge retained to provide third party peer review services for proposed residential construction projects in unincorporated areas of the County. The proposed construction projects include a variety of residential development consisting of both new and remodeled residences in varied geologic environments including hillside terrain.



Appendix

Dennis Janda, PLS (Dennis Janda, Inc.)

Map Check

Education / Registration

College Coursework
Professional Land Surveyor, CA #6359
Certified Federal Surveyor, CA #1379

- ✓ 35 Years Land Surveying & Map Check Experience
- ✓ City Surveyor and Map Check Consultant, Inland Empire Cities
- ✓ Community Outreach/Interface Expertise
- ✓ Extensive Survey Experience in Moreno Valley

On-Call Map Check, City of Jurupa Valley, CA. Map Checker for on-call survey map review services, including processing review of dedications, easements, lot line adjustments, vacations and certificates of compliance, together with the review and process of tentative maps, tract maps and parcel maps.

Various Survey Projects, City of Moreno Valley, CA. Survey Principal for the field and office surveying associated with various improvements in Moreno Valley.

On-Call Map Check and Field Survey, City of Adelanto, CA. Project Manager/Map Checker for on-call survey map review and field survey services. Participated in development of survey plan check standards and forms. Services included all aspects of survey and mapping, including processing review of 20+ dedications, easements, lot line adjustments, vacations and certificates of compliance, together with the review and process of tentative maps, tract maps and parcel maps.

On-Call Map Check and Field Survey, City of Beaumont, CA. City Surveyor for on-call survey map review and field survey services. Participated in development of major capital improvement projects. Services included all aspects of survey and mapping, including processing and review of dedications, easements, lot line adjustments, vacations and certificates of compliance, together with the review and processing of tentative maps, tract maps and parcel maps. Also provided design and construction surveys, including cross sections survey, topographic surveys and photogrammetry. Researched and located right-of-ways and utility easements for the City and provided various exhibits and documentation. Field survey included:

- Potrero Boulevard and Bridge Capital Improvement Project (New road of approximately 6,600 linear feet and the placement of a bridge across San Timeteo Creek and Union Pacific Railroad crossing)
- Brookside Widening and Noble Creek Crossing Capital Improvement Project (Widening of approximately 3,200 linear feet and raising the road, replacing a low water crossing across Noble Creek with an arch plate)
- 1st Street and Viele Road Widening Capital Improvement Project (Widening with horizontal and vertical realignments of approximately 8,300 linear feet)

On-Call Map Check and Field Survey, City of Meniffee, CA. City Surveyor responsible for the development of survey plan check standards and forms. Services involved all aspects of survey and mapping, including processing of dedications, easements, lot line adjustments, vacations and certificates of compliance, together with the review and process of tentative maps, tract maps and parcel maps. Also provided design surveys, including cross sections surveys, topographic surveys, and photogrammetry. Researched and located right-of-ways and utility easements. Field survey included:

- Antelope and Watson Safe School Capital Improvement Project (Widening with horizontal and right of way analysis of approximately 3,200 linear feet)
- Newport Road Capital Improvement Project (Widening with horizontal and right of way analysis of approximately 4,200 linear feet)

Land Development, Coachella Valley, CA. Oversight of field and office survey for land development projects throughout the Coachella Valley.



Appendix

Gladys Benavides

Technician

Education / Registration

Bachelor of Science, Civil Engineering

- ✓ 20+ Years Multi-Faced Civil Engineering and Construction Management
- ✓ Engineering Plan Check, Various Agencies
- ✓ Six (6) On-Site Engineering Assignments Past 10+ Years

Gladys brings 20+ years of multi-faced civil engineering, plan check, water quality, and inspection experience.

On-Site Engineering Plan Check, City of Jurupa Valley, CA. Plan check precise grading, rough grading and street improvement plans. Review plans for various encroachment permits for private and utilities projects. Provide technical civil engineering as department policy and procedural information to developers, contractors, engineers, residents and general public over the counter and by telephone. Private development map and plan processing. Issue, check, research, and revise information for required grading, excavation, transportation, encroachment, and other public permits. Investigate field conditions pertaining to right of way. Research, review and prepare release and refunds of bonds and deposits, computations of various fees. Prepare and review staff/engineering reports. Support City Engineer, Public Works Director, and Senior Engineer with any kind of useful data, information needed. Prepare and review invoices for various clients.

On-Site Engineering Plan Check, Riverside County Flood Control and Water Conservation District, CA. Plan checked and prepared bond fee letters for Storm Drain, Street Improvement, Rough Grading plans designed by various consultants. Provided technical civil engineering information to developers, consultants, and engineers. Plan checked plans to be in compliance with the Riverside County Flood Control and Water Conservation District's Drafting Manual and Hydrology, Hydraulics Standards. Plan checked calculate quantities at the end of the project reviews in order and prepare bond fee letter and check quality control for different tracts, parcel maps, plot plans, master drainage plans, conditional use permits. Tracked in/ out plan checks using different software.

On-Site Engineering Plan Check, City of Rancho Santa Margarita, CA. Assistant to the Engineering and Building Departments. Provided technical civil engineering as department policy and procedural information to developers, consultants, contractors, engineers, residents and general public over the counter and by telephone. Checked and researched information for required transportation, encroachment, grading, landscape and building permits. Researched release of grading, street improvements and landscape bonds or cash deposits and prepared bond and fees letters. In charge of the engineering mylar plans and aperture cards scanning program and GIS (Geographical Information System) project. Prepared Staff Reports for City Council Meetings; prepared progress payments, notices to proceed, notices of completion, acceptance of improvements and other notices. Prepared the Annual NPDES Report for the City required to submit to the County of Orange.

On-Site Engineering Plan Check, City of Yorba Linda, CA. Plan checked precise grading, rough grading and street improvement plans. Review plans for various encroachment permits for private and utilities projects. Coordinated construction work and other tasks with developers, engineers, consultants, contractors, outside agencies and other City departments. Provided technical civil engineering as department policy and procedural information to developers, contractors, engineers, residents and general public over the counter and by telephone. Private development map and plan processing. Reviewed submittal/resubmittal requirements for Precise Grading, Rough Grading, Mass Grading, Landscape plan checks and Soils Report is met at the counter. Issued, checked, researched, revised information for required grading, excavation, transportation, encroachment, and other public permits. Investigated field conditions pertaining to right of way. Researched, reviewed and prepared release and refunds of bonds and deposits, computations of various fees. Prepared and reviewed staff/engineering reports. Reviewed specifications and drawings for composition and accuracy to City plans.

Engineering Plan Check, Cities of San Clemente and La Quinta, CA. Plan Checker for various development projects, including grade and street improvements.



Appendix **Stacy McCamey**

Technician

Education

Proficiency in Microsoft Suite of Applications
Proficiency with County of Orange APPS System

- ✓ **5 On-Site Administration Assignments Past 8 Years**
- ✓ **Extensive Support of Inland Empire Cities**
- ✓ **Administration Support for Infrastructure and Building Projects Through Project Lifecycle**

Stacy has extensive experience in plan review and project administration for public agencies throughout Southern California. Stacy's responsibilities have included plan review administration, picking-up and distribute plans, scanning transmittals, developing correspondence, preparing project documentation, and project filing. Having worked with many municipalities in Southern California, she is extremely familiar with their specific procedures and policies and has knowledge of the local environment. Her computer skills include Microsoft Word, Excel, Powerpoint, Deltek Vision, and other miscellaneous proprietary software to handle project controls throughout all aspects of the project lifecycle.

Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA. Coordinated and processed plan check data in the County's APPS software. Collection, allocation, entry, and reconciliation of plan check staff's billable/non-billable hours in County's database ensuring comprehensive records and consultant invoicing. Coordination, distribution, and oversight of plan check drawings and other project documentation making certain review schedules are met.

Plan Check Services, Cities of Lake Forest, Costa Mesa, Yorba Linda, Pomona, Corona, Bell, Menifee, Wildomar, Eastvale, Temecula, CA. Picked-up and distributed drawings and other project documentation, scanned transmittals, and opened project numbers for building and safety plan check projects. Directed applicant coordination of accelerated plan check, including direct invoicing and collection of applicant's fees. In addition acted as a liaison for the City and provided administrative oversight to make certain the review schedules were met.

Project Documentation/Administration, City of Jurupa Valley, CA. Project Controls Administrator/Coordinator responsible for processing sub-consultant invoices, agreements, and file documentation associated with infrastructure and building facilities projects. Reconciliation of client invoicing with project backup; e.g. sub-consultant invoices, project related reimbursables, etc.

Project Documentation/Administration, City of Bell, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with infrastructure and building facilities projects. Established and maintained filing system for both City departments for current and existing documents, including the archival of documentation per City and State procedures/guidelines. Maintain and coordinate office and field supplies responsible for determining and obtaining supplies/equipment for onsite staff and field crew.

Civic Center and Park Complex, City of Newport Beach, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with construction/project management of the project, including the organization of General Contractor and sub-consultants records. Maintained and coordinated office and field supplies and was responsible for determining and obtaining supplies/equipment for jobsite trailers, onsite staff and field crew. The \$125+ million project included a city hall building, one of the city's largest parks, a 450-space parking structure, and an expansion of the Newport Beach Central Library.



Appendix

City of Jurupa Valley

Frank Johnston, Mayor . Michael Goodland, Mayor Pro Tem .
Laura Roughton, Council Member . Verne Lauritzen, Council Member . Brad Hancock, Council Member

September 3, 2014

Subject: Reference Letter for HR Green California, Inc.

To Whom This May Concern,

The City of Jurupa Valley, CA incorporated on July 1, 2011. HR Green was retained to provide full implementation of City operations. As part of HR Green's contract, they provide a wide variety of Municipal Engineering/Management Services, including servicing as contract City Engineer, Public Works Director, Development Services Manager, and Building Official.

HR Green has been instrumental in processing more than 2,000 residential units and new mixed-use, commercial, and industrial development projects to spur growth. This has involved hosting development workshops and meeting early on with developers to ensure they understand City expectations and design standards/codes so the development process is streamlined. HR Green consistently meets or beats turnaround review schedules, provides timely and detailed inspections, and expedites approvals as needed.

From a public works standpoint their staff has managed the design and construction of capital improvement projects and worked closely with stakeholders, utilities, other agencies, property owners and the travelling public to provide helpful communication that mitigates construction impacts. Their design staff is very efficient, nimbly responds to changing field conditions, keeps senior management and City Council informed of project status, and has been able to advance high priority projects of Jurupa Valley's capital improvement program from FY 2014/15 to the current fiscal year.

HR Green has not only designed and managed the construction of pavement rehabilitation, street improvement, and drainage projects citywide, but has also provided value engineering, inspection, and construction management of wet utility and grading CIP and land development projects. Moreover, they have incorporated cost-effective, "green" pavement rehabilitation solutions that accelerate delivery and save money.

Their delivery of services has been excellent and well received by the community. In addition, HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services to other public agencies.

Sincerely,

Gary Thompson
City Manager

8304 Limonite Avenue, Suite M, Jurupa Valley, CA 92509-5183, (951) 332-6464
www.jurupavalley.org





Appendix



City of La Quinta

78-495 CALLI TAMPIGO
LA QUINTA, CALIFORNIA 92253

(760) 777-7000
FAX (760) 777-7101

September 10, 2014

Subject: Reference Letter for HR Green California, Inc.

To Whom This May Concern,

The City of La Quinta has enjoyed a successful 15 year working relationship with HR Green team members in the provision of plan check services when they were employed by Berryman & Henigar.

The firm's plan check contract with the City has recently been extended due to the growth in development activity.

We have been pleased with their performance on both large and small scale development projects. Under the management of Roy Stephenson, P.E. and Tina York, P.E. as plan check supervisor, the team has met contract expectations. Turnaround time schedules have normally been met while delivering cost effective reviews.

Ms. York has been particularly responsive to inquiries on the status of reviews for development projects.

The City of La Quinta would not hesitate to use the services of HR Green in the future. If you have any questions please feel free to contact me at (760) 777-7042 or at tjonasson@la-quinta.org.

Sincerely,


Timothy R. Jonasson, P.E.
Public Works Director/City Engineer





Appendix

The People are the City



401 East Chapman Avenue – Placentia, California 92870

Mayor
SCOTT W. NELSON
Mayor Pro Tem
JOSEPH V. AGUIRRE
Councilmembers
CONSTANCE M. UNDERHILL
CHAD P. WANKE
JEREMY B. YAMAGUCHI

City Clerk
PATRICK J. MELIA
City Treasurer
CRAIG S. GREEN
City Administrator
TROY L. BUTZLAFF, ICMA-CM

September 4, 2014

RE: Reference Letter for HR Green California, Inc.

To Whom This May Concern:

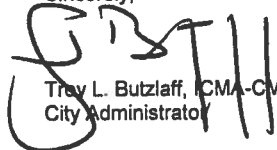
I am pleased to write this letter of recommendation for HR Green. The City has retained HR Green to provide not only on-call City engineering services, but also project management services for the proposed \$16 million Metrolink Station, and five railroad grade separations under the OC Bridges Project which are valued at over \$600 million. Although the Orange County Transportation Authority (OCTA) is the lead agency on both projects, the City uses HR Green to oversee the project design, and to provide plan checking and construction management services for these projects. Roy Stephenson, PE is my designated Project Manager and works closely with OCTA and their contractors and consultants to make sure that these projects are consistent with all City standards and code requirements. I have been pleased with HR Green's involvement on these projects and rely on their expertise to protect the City's interests.

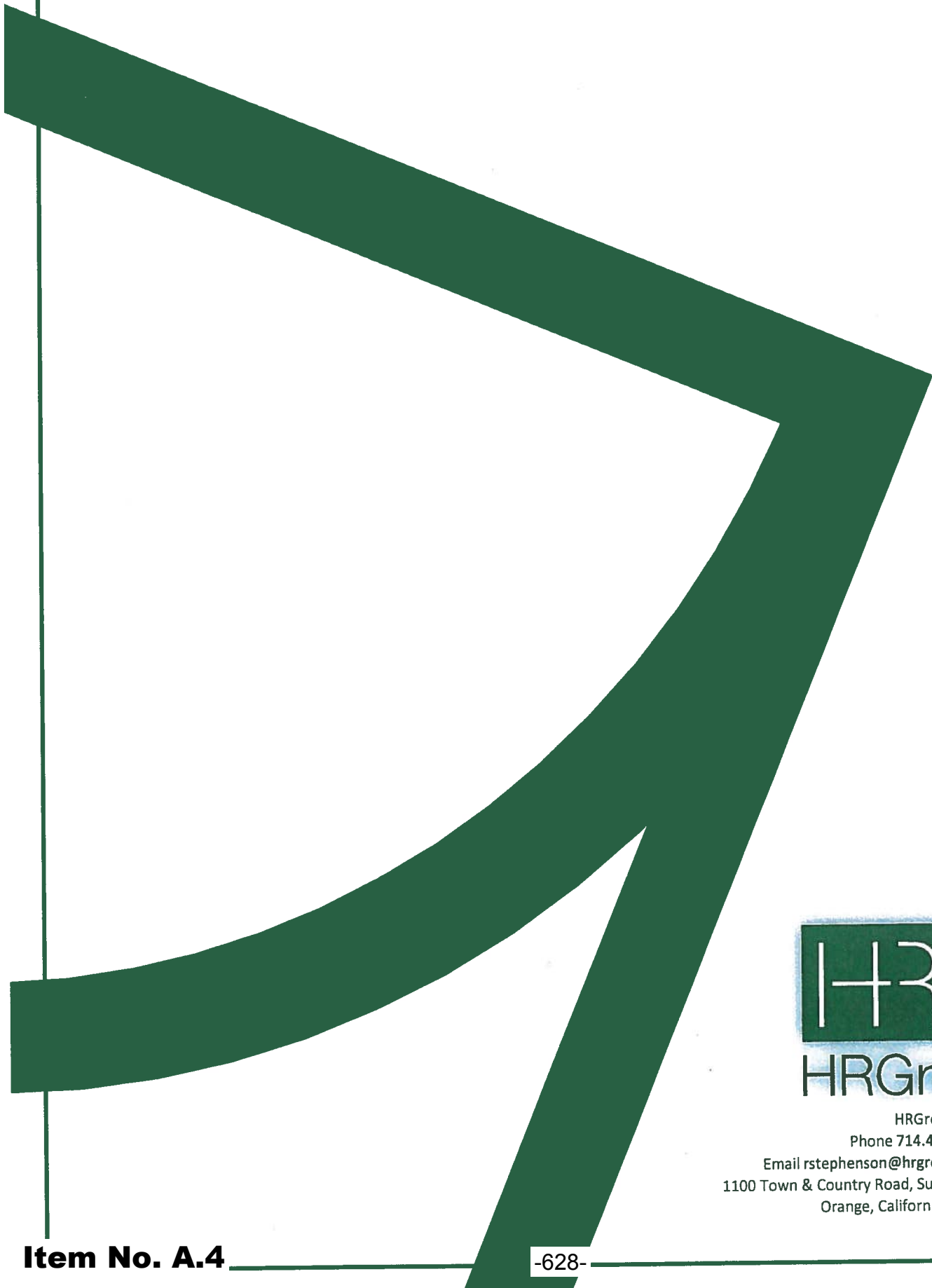
With respect to on-call engineering services, HR Green serves as an extension of staff performing a number of different services including development review, project planning and development, preliminary design services, contract administration, bidding and construction phase services, and oversight of various public works improvements. The personnel assigned by HR Green have extensive local agency background, are familiar with capital improvement projects, and are experienced in handling the many challenges faced by local agencies in today's economy. Overall, the City has received excellent on-call engineering services from HR Green over the last three (3) years.

On a personal note, I have enjoyed working with Mr. Stephenson. I have found him to be exceptionally professional and very ethical in his approach to things. Roy brings a high-level of knowledge having been a Public Works Director for cities throughout Southern California over a span of 30 plus years. Roy understands his role as a consultant and never exceeds his authority or deviates beyond the limits of the firm's engagement with the City. As a City Administrator, I appreciate that I can trust Roy to carry out his assignment and get the job done without having to worry about being billed for extra work.

Should you have any questions regarding my experience in using HR Green please feel free to contact me at (714) 993-8118 or via email at tbutzlaff@placentia.org.

Sincerely,


Troy L. Butzlaff, ICMA-CM
City Administrator



HRGreen

HRGreen.com
Phone 714.402.4185
Email rstephenson@hrgreen.com
1100 Town & Country Road, Suite 1025
Orange, California 92868

EXHIBIT C

**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall equal to 65% of City plan review fees for those plans and documents reviewed in the scope of services other than final maps and 75% of City plan review fees for final maps reviewed in accordance with the City's Schedule of Fees, Charges, and Rates as updated annually.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Public Works Department/Land Development Division at zarat@moval.org or calls directed to (951) 413-3139.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT D

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
\$1,000,000 each accident for bodily injury
\$1,000,000 disease each employee
\$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

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**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

Attachment 6

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Civil Source, Inc.**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

DESCRIPTION OF PROJECT

1. The Project is described as Engineering Plan Check Consultant Services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to compensation equal to 65% of City plan review fees for those plans and documents reviewed in the scope of services other than final maps and 75% of City plan review fees for final maps reviewed in accordance with the City's Schedule of Fees, Charges, and Rates as updated annually in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the plan review schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect through one year from the effective date, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Land Development Division red line comments and other deliverable items identified in the scope of work which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, red line comments, and letters, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s)

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Civil Source, Inc.

BY: _____
City Manager

Date

BY: _____
Name: _____
TITLE: _____
(President or Vice President)

Date

BY: _____
Name: _____
TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

EXHIBIT A



CITY OF MORENO VALLEY
REQUEST FOR PROPOSALS FOR
ENGINEERING PLAN CHECK
CONSULTANT SERVICES

R.F.P. # VAG 14/15-03

AUGUST 2014

DUE BEFORE
2:00 p.m. PST SEPTEMBER 15, 2014

TO:

CITY OF MORENO VALLEY
Attn: City Clerk
14177 Frederick St.
Moreno Valley, CA 92553

SECTION A

GENERAL INFORMATION

**NOTICE INVITING PROPOSALS FOR
ENGINEERING PLAN CHECK CONSULTANT SERVICES
R.F.P. # VAG 14/15-03**

1. PUBLIC NOTICE IS HEREBY GIVEN THAT

The City of Moreno Valley (hereinafter referred to as "City") is receiving sealed Proposals at the City Clerk's Office, 14177 Frederick Street., Moreno Valley, California 92553 **before 2:00 p.m. PST September 15, 2014.** Proposals will be opened and the names of submitting vendors only will be read aloud for the work generally described as follows:

ENGINEERING PLAN CHECK CONSULTANT SERVICES

2. OBTAINING PROPOSAL DOCUMENTS

Proposal Documents and Specifications may be obtained as follows:

A. Online

Vendors are expected to do all that is possible to download the RFP from the City website.

The Proposal Documents can be downloaded from the City of Moreno Valley's website at no cost

at: http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml

NOTE: All companies interested in submitting a Proposal, **must** notify Virginia Garcia of the Purchasing Division of the City of Moreno Valley of their intent to submit a proposal at purchasingdivision@moval.org. This step is crucial to interested proposers receiving any future addendum to the RFP. Responsibility therefore rests with each individual company wishing to submit a proposal.

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SECTION B

**SPECIFICATIONS
AND REQUIREMENTS**

REQUEST FOR PROPOSAL
R.F.P # VAG 14/15-03

I. Introduction

The City of Moreno Valley, Land Development Division, is seeking one or more highly qualified consultant(s) to provide ENGINEERING PLAN CHECK CONSULTANT SERVICES on an **as-needed basis**.

II. Clarification

For the purposes of clarification, the following terms are to be read to be one and the same:

- "Contractor", "Vendor", "Company", "Bidder", "Proposer", "Firm" and "Consultant".
- "Agreement" and "Contract".
- "Bid", "Quote" and "Proposal".
- "Request for Quote" and "R.F.Q".
- "Request for Proposal" and "R.F.P.".

III. Criteria for Potential Bidders

- 1) Bidders are to provide a statement of qualifications for provision of engineering plan check consultant services.
- 2) The city operates a Time & Materials program for large projects, based on project valuation, approved by the city. Provide an hourly rate for those projects that receive approval for this program.
- 3) Provide cost for accelerated review of plans, with time frame.
- 4) Provide hourly cost for attendance at project meetings, including travel time.
- 5) All postage fees to be paid by Consultant are included in fee schedule for transportation of plans between City of Moreno Valley and Consultant. Consultant shall use overnight delivery service for next day pick up/delivery of projects between City and Consultant.
- 6) Bidder shall demonstrate qualifications to review engineering plans and provide documentation of any professional certifications/licenses/degrees.
- 7) Bidder shall provide documentation of current services provided to other governmental jurisdictions. This shall include a minimum of 3 letters of recommendation from governmental jurisdictions specifying the bidder's professional services provided.
- 8) Bidder shall indicate if any sub consultants or associates are proposed to be utilized in the provision of these services. All requirements of the Bidder shall apply equally to the sub consultants or associates. Assignment of any work to an associate or sub consultant shall be solely at the discretion of the City.
- 9) Successful bidder must provide a monthly detailed accounting of plans reviewed with invoice. See Exhibit D – Payment Terms.

IIII. Legal Responsibilities

All proposals must be submitted, filed, and executed in accordance with State and Federal laws relating to proposals and contracts of this nature whether the same are expressly referred to herein or not. Any person submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in scope of work and to full compliance therewith.

This request is not to be considered an offer of a contract to provide Engineering Plan Check Consultant Services. There is no guarantee, express or implied, that any professional organization responding to this request will be contracted to provide Engineering Plan Check Consultant Services.

The selected firm will be required to enter into the City's standard "Agreement," a sample of which is attached for your review.

IV. Agreement Term

The City operates on a fiscal year basis, running from July 1st through June 30th of the following calendar year. **It is the intent of the City to have a fully executed contract in place by November 10, 2014. The initial Agreement shall be in effect through June 30, 2015 and then renewed, per agreement by both parties, for the next fiscal year starting July 1st.** The agreement may be renewed at the expiration of its original term for up to four additional one-year terms. Renewal of the Agreement shall be accomplished through a written letter of understanding that is signed by both parties. The Agreement shall remain in full force and effect from the date of the fully executed Agreement to the expiration date unless terminated by either party as stated herein.

V. Funding Out Clause

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley. In the event that the City Council of the City of Moreno Valley does not grant necessary funding appropriation and/or program approval, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

VI. Conflict of Interest

- A. During the term of the Agreement, the Consultant shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict with, the proper discharge of the Consultant's duties under the Agreement.
- B. Only those Consultants who submit a proposal and provide ENGINEERING PLAN CHECK CONSULTANT SERVICES to government entities or agencies will be accepted.

VIII. Reservation of Rights

The City of Moreno Valley reserves the following options:

- A. The right to reject all partial price proposals.
- B. The right to reject any or all price proposals or make no award.
- C. The right to issue subsequent requests for price proposals.
- D. The right to make award to more than one vendor.
- E. The right to waive any informality or irregularity in a price proposal process and any price proposals.

IX. Proposal Requirements

Submit: One (1) original and three (3) copies clearly marked as such.

Each proposal must contain the following information to be considered complete. Only complete proposals will be evaluated. **Also** see List of Submittals (Letter I, pg. 8 below).

- A. Introduction: Proposals shall be typed and submitted on 8 1/2" x 11" paper, using a simple method of fastening. The proposal shall not include any unnecessary, elaborate or promotional material. Excessive lengthy narrative is discouraged; presentation shall be clear and concise. A maximum of twelve pages, excluding any resumes attached, is considered responsive. At a minimum the proposal must contain the following:

RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

- 1) The methodology/approach proposed for the work as defined in the Scope of Work.
 - 2) The name of the proposing firm, including a full mailing address, e-mail, telephone and fax number.
 - 3) The name of the Project Manager, Associates, Plan Checkers, or staff that will be assigned to this work.
 - 4) Team Members applicable to this work. The areas of responsibility of each Team Member shall also be listed.
- B. Qualifications: The overall capabilities of the consultant's organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top-level management and ability of persons assigned to perform the work. Possession of appropriate licenses and certificates.
- C. Personnel: This section must delineate the experience and/or background of the personnel and include an organizational chart.
- D. Reference: List three (3) former municipal/governmental agencies for which comparable services have been performed within the last five years. Include the organization name, mailing address, name and telephone number of the designated contact person and the email address if available.
- E. Authorization: This proposal shall be signed by an official authorized to bind the firm to the terms and conditions contained therein, and the proposal shall contain a statement that the same is valid, binding, and capable of acceptance by the City for ninety (90) days from the date of submittal.
- F. Fee Schedule: Fee Schedule shall be included which will be valid for at least one (1) year from the effective date of the contract. The schedule of fees to provide the services outlined above shall include (a) a statement that compensation shall not exceed the following percentage of the City's collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans), (b) plan review on an hourly basis for those projects designated by the City where fees are based on time and material, (c) expedited plan review, (d) other services provided as appropriate.
- G. Time Schedules: The City's Land Development Division requires a two-week turn-around time for initial plan review and all subsequent plan reviews. Include availability and turn-around time (including transportation of plans) for expedited plan review and the turn-around time for each subsequent expedited plan review (re-check).
- H. Transportation of Plans: Include the method of transportation of plans for the initial plan review between the City of Moreno Valley Land Development Division and the Consultant's office where the plan check service will be completed. Second and subsequent submittals as well as all plan review comments will be made directly to and from the Consultant's office. The City shall be copied on all plan check comment letters.
- I. List of Submittals: All of the following **must** be submitted. Failure to submit any portion of these documents could be cause for rejection of the submitted proposal.
Note: One (1) Original and three (3) complete copies are required, clearly marked as such. (See Section XIV below).
- 1) Non-Collusion Affidavit (page 16)
 - 2) Affidavit of Non-Conviction (page 17)

- 3) Vendor Information (page 18)
- 4) References (pages 19-20)
- 5) Proposal Fee Schedule (page 21)
- 6) Addenda Acknowledgement (page 22)
- 7) All items listed above in this section (A through I)

X. Withdrawal of Proposal

Any Proposal may be withdrawn prior to the time and date set forth in the Notice Inviting Proposals, provided that a written request executed by the Proposer or his or her duly authorized representative for the withdrawal of such Proposal is filed with the Purchasing Division of the City prior to such time and date. The withdrawal of a Proposal shall not in itself prejudice the right of a Proposer to file a new Proposal provided the new Proposal is received before the closing date and time. Contact Virginia Garcia at purchasingdivision@moval.org

No Proposal may be withdrawn or changed **after** the time noted for submission of Proposals, even if the reason is due to the Proposal being compiled from an incomplete set of RFP documents and/or specifications. The lowest Proposer may seek relief of the RFP by submitting a written request within five days after the opening of the RFP's. Whether or not to grant a request for withdrawal of an RFP is within the sole discretion of the City. Said written request shall certify all of the following:

- 1) A mistake was made.
- 2) Specifying in detail how the mistake occurred.
- 3) The mistake made the Proposal materially different than he or she intended it to be.
- 4) The mistake was made in filling out the RFP and not due to error in judgment or to carelessness in inspecting the scope of the work or in reading the specifications (PCC 5101, 5103).

XI. Proposal Questions and Instructions

Proposals, to be entitled for consideration, must be made in accordance with the following instructions:

- A) Each Contractor shall exercise utmost diligence to obtain a full set of scope and related Proposal documents. The City will advise the Contractor of changes in the contract documents and specifications by the issuance of addenda during the Proposal period. Addendums will be placed on the City web site. See Notice Inviting Proposals. All such changes shall become a part of the Contract. No Proposal may be withdrawn after the closing date and time of the opening of the Proposals because of having been compiled from an incomplete set of contract documents and/or specifications.
- B) Any questions or doubt as to the true meaning and intent of the Proposal documents and specifications **must** be brought to the attention of the City **in writing**. All questions regarding this RFP are to be directed to Virginia Garcia at purchasingdivision@moval.org. Questions and subsequent responses will be provided **only to those companies** that have notified Virginia Garcia of their intent to submit a proposal. All questions and responses shall become part of the final contract. The City will not be responsible for any other explanations or interpretations.
- C) No oral agreement or conversation with any officers, employees, or agents of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. Request for an interpretation shall be emailed to Virginia Garcia at purchasingdivision@moval.org **at least five (5) business days** before the time announced for opening the Proposals. Questions that are closer to the closing date than this will not be addressed and will not be part of the subsequent contract.

XII. Instructions for Submittal of Proposal

Proposals shall be submitted on City forms included hereinafter to the City Clerk's Office of the City of Moreno Valley. List Proposal cost for each item separately. Prices must be stated in the units specified herein. **One (1) original and three (3) copies of the Proposal are to be submitted and must be clearly marked as such.** It is the Proposers responsibility to ensure that submissions are delivered to the correct location **before** the deadline. Completed Proposals shall be enclosed in a sealed envelope, addressed as follows:

**City of Moreno Valley
Attn: City Clerk
14177 Frederick Street
Moreno Valley, CA 92553**

The proposer's company name and address shall be clearly marked on the outside delivery envelope, the RFP number, name of project, hour and date of RFP closing as specified in Notice Inviting Requests for Proposals and the words "SEALED REQUEST FOR PROPOSAL, DO NOT OPEN WITH REGULAR MAIL".

IMPORTANT
ON-TIME RECEIPT OF YOUR RESPONSE

The responsibility of ensuring that your time-sensitive document is received by the due date and time AND delivered to the City office stated in the invitation rests solely with the sender. You may hand deliver your document to the proper office listed in the invitation. Only an official time stamp from the City office listed in our invitation is acceptable as proof of timely delivery. A delivery time stated by a delivery service is not valid as proof of timely delivery. The City of Moreno Valley and the Community Services District (CSD) assumes no responsibility for bids, proposal or quotes which arrive at the City office stated in the invitation beyond the due date and time.

PLEASE NOTE: Deliveries made to the City by the United States Postal Service, or any other delivery service, will be routed through an internal delivery system. Utilizing any delivery service will delay delivery to the actual addressed City office or individual and may cause your response to be late and unacceptable. Regardless of the method you choose to submit your time-sensitive document, you must allow for our internal delivery system to process your item to the required office **before** the due date and time. In order to be fair to all responders, late bids, proposals or quotes will not be accepted and will be returned unopened. All prices, quotes and notations must be typewritten or written in ink. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent. Corrections must be initialed by the person signing the RFP. If the Proposal is made by an individual, it shall be signed and his full name and address shall be given; if made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given on a separate sheet of paper; if it is made by a corporation, it shall be signed by the president or a vice-president plus the secretary or assistant secretary, attested by the corporate seal and the name of the state under the laws of which the corporation was incorporated, and the names and titles of all officers of the corporation shall be given. Proposals not received by the City Clerk's Office of the City of Moreno Valley before the time and date set forth in the Notice Inviting Requests for Proposals shall be declared late and returned unopened to the Proposer.

XIII Scope of Services

Consultant engineering plan check services will be on an "as needed" basis. There will be no guarantee of work. The Consultant will review and/or perform duties related to the following:

The Consultant will be required to adhere to all federal, state, and local requirements. In general, the engineering plan check consultant services to be furnished for this project will include, but not be limited to, the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, easement and right-of-way documents, construction cost estimates, soils/geotechnical reports, hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. The Consultant shall review the construction cost estimate in the City's format to be utilized for bonding purposes and in most cases, establishment of plan check fees. Additionally, the Consultant may be required to arrange and attend a meeting with City staff upon completion of the first plan check submittal. The Consultant shall adhere to a fourteen calendar day (two week) turn-around time for plan reviews; and more specifically described below.

A) Research of Record Information

With the first plan check submittal, the Consultant shall research available City engineering records such as final maps, parcel maps, survey ties, bench marks, improvement plans, grading plans, tentative maps, conditions of approval, etc. that the City knowingly has in its possession. The City will make available City records on regularly scheduled workdays. City copy machines will be made available to the Consultant to reproduce any plans or other documents as necessary for the Consultant's use in performing the plan check. The City will provide project conditions of approval with the first plan check.

B) Format Submission

The Consultant shall provide clear, concise, and complete plan check reviews to include, but not be limited to, all applicable items listed in the City's plan check manual, project conditions of approval, project mitigation measures, City engineering standard drawings, and City municipal code requirements. The Consultant shall check plan compatibility with existing/proposed maps, improvement plans, grading plans, drainage studies, and other related documents including approved plot plans, tentative maps, specific plans, and development agreements.

The Consultant shall ensure that all drawings are prepared using twenty-four inch by thirty-six inch (24" x 36") plan sheets (except maps). Final plans shall be prepared using permanent ink on 24" x 36" mylar sheets. No stick-ons are allowed. The original plans are to be considered to be the property of the project proponent, and shall be submitted to the City for approval. Upon approval of the mylars by the City Engineer, the plans shall become the property of the City.

C) Submittals to City

- 1) Completion of the first plan check shall be fourteen (14) calendar days after pick-up from the City, unless otherwise directed by the City. Upon completion of the first plan check review, the consultant shall provide one (1) set of redlines (check prints) along with comments pertaining to the construction cost estimate, reports, studies, and other related documents.
- 2) The Consultant shall perform subsequent plan checks using the same assigned staff to complete the plan checking process unless otherwise directed by City staff.
- 3) The Consultant shall incorporate plan check comments from City staff from all pertinent department and divisions.
- 4) Upon completion of the final plan check, the Consultant shall meet with City staff to review the plans prior to requesting from the project proponent to submit one (1) set of blueprints accompanied by the original reproducible mylars and a final construction cost estimate, unless otherwise directed by City staff.
- 5) The Consultant shall state on the original mylars (or in a written statement as directed by City staff) that they have reviewed the plans for conformance with City standards and

practices and is recommending the plans for City approval. The responsible engineer shall sign the statement.

- 6) The Consultant shall provide a written statement on his letterhead that the final map/parcel map conforms to the tentative map, the state subdivision map act, the project's conditions of approval, and that the map is acceptable for recordation.
 - 7) Upon completion of the Consultant's map review and after final review by City staff, the Consultant's authorized engineer or land surveyor shall sign the final map/parcel map as the "Authorized Agent of the City Engineer".
- D) Estimate of Quantities and Cost
A preliminary estimate of quantities and costs shall be provided by the project proponent on forms provided by the City and included in the first plan check submittal. A final construction cost estimate shall be prepared by the Consultant. The final estimate of cost shall be based upon, and in agreement with, the final quantities as shown on the plans.
- E) Sewer and Water Drawings
The project proponent shall provide to the Consultant all sewer and water drawings necessary to perform the sewer and water plan check within the public right-of-way. The Consultant shall not be required to research sewer and water drawings. Because the City does not own the sewer and water facilities, the Consultant shall review these drawings for conflicts with City owned and operated infrastructure or conflicts with proposed City infrastructure within the public right-of-way. Sizing and capacity of these facilities is not the responsibility of the City's Consultant. The Consultant shall prepare a final construction cost estimate.
- F) Pre-Plan Check Meeting
The Consultant shall pick-up the first plan check submittal package from the City within 24-hours of notification by the City. The City will answer questions and provide guidance for the review and research of City records for the submittal prior to the Consultant checking of the plans.
- G) Post-Plan Check Meeting
The Consultant shall arrange a meeting with City staff at City Hall upon completion of the first plan check, unless otherwise directed. The meeting will be held to discuss and answer questions regarding the technical provisions, the design drawings, conflicts with the design, etc. The Consultant shall prepare a return transmittal to the project proponent.
- H) Second and Subsequent Plan Checks
The project proponent shall deliver second and subsequent plan checks to the consultant directly. The Consultant shall return second and subsequent plan checks to the project proponent within fourteen (14) calendar days.
- I) Project Reporting
The Consultant shall provide a written weekly status report to the City regarding the plan check submittals by Friday at 3:00 PM. The reports shall include project identification, submittal dates, plan types, return dates, and plan check submittal number. The reports may be e-mailed to the City.
- J) Responsible Engineer/Surveyor
A registered civil engineer in the state of California shall be the responsible engineer in charge of the plan check process. A licensed land surveyor or registered civil engineer authorized to practice land surveying shall be the responsible engineer/surveyor in charge of the map and easement plan check.

XIV. Selection Criteria

The City recognizes that price is only one of several criteria to be used in evaluating a product or service. Award of the Contract shall be made to the lowest responsive and responsible Proposer that best meets the City's specifications and needs, and represents the best overall value for the City. The City is not bound to accept the lowest price proposal. Submitted proposals will be evaluated on the following criteria but such criteria are not inclusive of all that may be considered. The proposal of the top-ranked firms will then be analyzed by the selection panel and may be invited to a selection interview.

A) Evaluation is based on: (criteria are not listed in any order of importance).

- 1) The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of the City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
- 2) Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with State and Federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- 3) Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to perform the services; and outline quality control measures to ensure on time delivery of a quality plan check.

B) Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

XV. Disqualification of Proposal

- A) More than one Proposal from an individual, a firm or partnership, a corporation or an association under the same or different name will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal will cause the rejection of all Proposals in which that Proposer is interested.
- B) If there is a reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in awarding a Contract. Proposals in which the prices obviously are unbalanced may be rejected. If the experience or financial background of the Proposer, as a contractor, is inadequate or past performance has been unsatisfactory, his or her Proposal may be rejected.
- C) No Proposal will be accepted from a Proposer who is not fully and properly licensed as a contractor in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code on the date and at the time of the submittal of the Proposal for the work to be done by him or her (B & P 7028.15).
- D) Missing or lack of complete required documents.

XVI. Execution of Contract
See Section D.

XVII. Insurance Requirements of Successful Bidder
See Section D.

SECTION C

**REQUIRED RFP
SUBMITTAL DOCUMENTS**

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS
COUNTY OF)

(NAME) _____, affiant being first duly sworn, deposes and says:

That he or she is _____ of _____ (sole owner, partner or other proper title) _____ the party making the foregoing Proposal (Contractor)

that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Proposer's Name: _____
(print)

Proposer's Address: _____
(print)

Telephone No.: _____

(Signature of Proposer) (Title)

All signatures must be notarized.

Attach Notary here.

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

I am the _____ and the duly authorized
(Title)

Representative of the firm of: _____
(Name of Corporation)

Whose address is: _____

_____ And that

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, and of its officers, directors, or partners, or any of its employees directory involved in obtaining Contracts with the City have been convicted of, or have plead *nolo contendere* to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State of the Federal government (conduct prior to July 1, 1977 is not required to be reported).

State "none" or, as appropriate, list any convection, plea or admission described in paragraph two above, with the data, court, official, or administrative body; the individuals involved and their position with the firm, and sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the City to make a determination. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the City may terminate ant Contract awarded and may take any other action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature: _____ Date: _____

Printed Name _____ Title: _____

Name of firm: _____

VENDOR INFORMATION

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: _____

Owner / Manager Name: _____

PO Mailing Address: _____

City: _____ State _____ Zip _____

Remit to Address (if different from PO mailing address)

City: _____ State _____ Zip _____

Web Site: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Incorporated? (mark one) Yes ___ or No ___

Fed. Tax I.D. # or Social # _____

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? _____

How many years of relevant experience within the scope of this RFP? _____

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal # VAG-11/12-04 have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

(Print Quoting Persons Name) (Title)

(Quoting Persons Signature) (Date)

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years - Public or Governmental Agencies preferred. (Type or Print)

1. Name of Public Agency: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Telephone: () _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

2. Name of Public Agency: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Title: _____
Telephone: () _____ Email: _____
Service Dates: _____
Brief Summary of Project/Work provided: _____

3. Name of Public Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Title: _____

Telephone: () _____ Email: _____

Service Dates: _____

Brief Summary of Project/Work provided: _____

Insert fee proposal here and include this signature page.

Company Name: _____
(print)

Authorized Signer: _____
(print)

Signature: _____ Date: _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Company Name: _____

Address: _____

Telephone No.: _____

Email Address: _____

By: _____
(print)

Signature: _____ Date: _____

SECTION D

**POST AWARD
REQUIREMENTS**

REQUIRED DOCUMENTATION AFTER AWARD

A. After notification of award, the successful Contractor shall provide all of the following **within fourteen (14) calendar days**. Failure to execute and furnish said documents within said fourteen (14) days shall be just cause for the annulment of the award and pursuit of an Agreement with the next responsive and responsible proposer.

1. Execution of Contract:

Two copies of the Contract shall be signed by the successful Proposer and returned **together** with any required documents such as insurance, within fourteen (14) calendar days from the date of the Notice of Award of Contract. No award shall be considered binding upon the City until the execution of the Contract. Failure to execute a Contract and acceptable documents as required herein shall be just cause for the annulment of the reward. The RFP may be awarded to the next responsive bidder or may be re-advertised.

2. Insurance Requirements of Successful Bidder:

Insurance: **Successful, selected proposer** shall be required to provide the required insurance coverage prior to the final execution of the Agreement and as outlined in the attached "Sample Agreement" and the summarized below. Required insurance is marked with an "X" on the "sample" Agreement included herein. An Endorsement page must accompany the insurance and must list the three agencies of the City as "additional Insured". Proper wording for this is contained in the "Sample Agreement" under Section G and is bolded for your reference.

General Liability

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

Auto Liability-Owned & Non-owned \$ 500,000 combined single limit

Workers' Compensation An amount to comply with State of California requirements **OR** waiver as described below.

Note: Those firms that do not have Workers' Compensation Insurance coverage and are compliant with State guidelines for a qualifying waiver **must** submit the proper Exception to Workers' Compensation Coverage form. Three PDF files are included with the RFP on the City website as Attachments. Please select the appropriate form depending upon how your company is established; either as a "Sole Proprietor", a "Partnership" or a "Corporation". Print out and fill in the appropriate form, have it notarized, and submit with your proposal to the City of Moreno Valley.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. _____**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as _____.
Project No. _____.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "___" attached hereto and incorporated by this reference.

Or

The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this

Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual

orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the

City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit E or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued

immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct

copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the _____ (Example: Public Works Director/City Engineer of the City or his designated representative), fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such

occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such

records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board,

committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon

completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

SAMPLE

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____

Chief Financial Officer
/City Manager/Mayor
(Select only one please)

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds \$15,000)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

EXHIBIT A
REQUEST FOR PROPOSAL

EXHIBIT A

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EXHIBIT B
CONSULTANT SCOPE OF SERVICES

EXHIBIT B

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EXHIBIT C
**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

SAMPLE

EXHIBIT C

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EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$_____. The Consultant's compensation for plan check services shall be based on time (hourly rate) and material, not to exceed 65% of the City's Land Development Division's applicable user fees collected per project, except for review of maps (parcel maps, tract maps) in which case the compensation shall not exceed 75% of the City's Land Development Division's applicable user fees. For those projects identified by the City as time and material projects where fees are not based according to user fees, the not to exceed limits described above will not apply. City will review time expended by Consultant upon receipt of Consultant's invoices.

2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City

Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the _____ Department at <email address>@moval.org or calls directed to (951) 413-_____.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:

- A. Vendor Name, Mailing Address, and Phone Number
- B. Invoice Date
- C. Vendor Invoice Number
- D. Purchase Order Number
- E. City Project Number
- F. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), description of services performed and rates; invoices without description of work are not acceptable.

6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same. The City will review each invoice submitted by the Consultant, along with any accompanying required

documentation in order to determine that the Consultant has properly invoiced, documented and executed the required services.

7. Failure to comply with all requirements of this Agreement may result in non-payment for work.

SAMPLE

EXHIBIT D

45 of 49

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

SAMPLE

Addendum # 1
R.F.P. # VAG 14/15-03
September 3, 2014

The City strives to keep vendors responding to City needs current with information to each RFP/RFQ or Bid. As such we will receive question in writing and respond in writing with answers to the best of our knowledge. When responding with answers we will respond to all registered vendors and post on our website all questions and answers.

Question:

Section B / IX. Proposal Requirements / A. Introduction .. "A maximum of twelve pages, excluding any resumes attached, is considered responsive."

Question: Can you please clarify whether the following must be included in this 12 page count?

7 pages of forms (listed in the List of Submittals, page 8)

"A minimum 3 letters of recommendation" (page 6)

Answer:

Letters of recommendation are excluded from the twelve page maximum, as stated. Although, not explicit, the seven pages of forms should also be excluded from the twelve page count, otherwise the bidder would only have 5 pages to provide the requested information. By all means, there can be more than twelve pages, the twelve pages are a minimum to be considered responsive.

Question:

Page 7, IX A. it states there is to be a maximum of twelve (12) pages (excluding resumes). Since the city has six (6) required forms to be submitted with the proposal, are the required forms also excluded from the 12 page count?

Answer:

Yes, the required forms are excluded from the 12 page count.

Question:

Page 12, XIII D) & E) require the Consultant to prepare a final cost estimate. Since the designer of record and project proponent are responsible for their project related submittals, and are making decisions based upon plan review comments provided and related work quantities, shouldn't the final cost estimate remain the project proponents responsibility and be submitted for final review with the other documents that are being checked? If not, then this would become a separate action once the plans are reviewed, signed and submitted.

Answer:

It is the responsibility of the City's plan check engineer and consultant to review the cost estimate prepared by the developer's engineer. The cost estimate prepared and submitted by the developer's engineer is preliminary until such time City staff or consultant representative has reviewed and approved it at which time it becomes the final engineer's cost estimate. The final engineer's cost estimate typically occurs concurrent with improvement plan final approval

Question:

Page 13, XIV A) 1) & 2) both include reference to the phrase "local experience". Please clarify the scope or extent of what is included within this phrase.

Answer:

Local experience is considered plan check services performed for municipalities near Moreno Valley in the general inland empire area.

Question:

Page 13 XV C) contains the disqualifier that "No Proposal will be accepted from a Proposer who is not fully and properly licensed as a contractor" under the CA B&P Code Section 7000. Is it the city's expectation that the firm or individual providing the engineering plan check consultant services be dual licensed as a consulting engineer and a contractor?

Answer:

A contractor's license is not required for plan check services.

Question:

On page 7 of your RFP the City requests each proposal be a maximum of 12 pages, exclusive of resumes. Does this 12 page limit include or exclude a front and back cover, the three (3) reference letters (requested on page 6), as well as the following required RFP submittal documents?

- 1) Non-Collusion Affidavit (page 16)
- 2) Affidavit of Non-Conviction (page 17)
- 3) Vendor Information (page 18)
- 4) References (pages 19-20)
- 5) Proposal Fee Schedule (page 21)
- 6) Addenda Acknowledgement (page 22)
- 7) All items listed above in this section (A through I)

Answer:

The twelve page maximum excludes the front and back cover, reference letters, as well as the RFP submittal documents that you have listed above.

Question: Would the City be willing to accept Statement of Qualifications from start-up companies who has no current or previous service to other governmental jurisdictions but its principal having over 10 years working for a city consultant and had worked for a county government performing the same function?

Answer: All consultants are invited to submit proposals for the Engineering Plan Check RFP. We recommend to provide any documentation or references associated with the proposed scope of work, as well as to highlight employee experiences and skill sets that would indicate their ability to perform the type of work outlined in the RFP.

Addendum # 2
R.F.P. # VAG 14/15-03
Engineering Plan Check Consultant Services

September 4, 2014

Sections III (page 6), IX (page 8) and XIV (page 13) of this RFP requires the submittal of cost and fee schedule information. Please note we will **not** be requiring Consultants to provide a fee schedule at this time. Please omit page 21 (Proposal Fee Schedule) from your required RFP Submittal Documents.

Furthermore, Section IX. F. (page 8) is revised as follows:

“Consultant compensation shall not exceed the following percentage of the City’s collected plan check fee (75% of the final map plan check fee and 65% of the plan check fee collected for all other types of plans). For those projects determined by the City as Time & Material projects, the “not to exceed amount” is not applicable.”

EXHIBIT B

CivilSource, Inc.
City of Moreno Valley - RFP# VAG 14/15-03
Engineering Plan Check Consultant Services

9890

CivilSource



COPY

CivilSource

September 15, 2014

City of Moreno Valley
Attn: City Clerk
14177 Frederick Street
Moreno Valley, CA 92553

Subject: Proposal to Provide Engineering Plan Check Consulting Services

CivilSource is pleased to present this proposal to provide Engineering Plan Check Consulting Services for the City of Moreno Valley (City) on an on-call and as-needed basis. It is our long-standing working relationship with the City, our highly-trained and knowledgeable staff, and our commitment to providing excellent service to the residents of Moreno Valley that makes our firm ideally suited for providing the City with the services requested.

CivilSource has established a reputation of meeting the expectations of each client by employing experienced staff members who not only understand engineering but also have a solid foundation in the inner workings of the public works process. We are eager to aggressively respond to the wide-ranging services the City requires, and have the staff, qualifications, and experience to support the City for the following reasons:

Qualifications, Capabilities and Experience. *Since being awarded an On-Call Plan Check Services agreement with the City in 2011, CivilSource has provided a variety of services for the City and was granted two extensions, prolonging our agreement through March of 2015.* The CivilSource team will enter into this contract with years of experience behind us and an understanding of City requirement. Our experience minimizes training time and results in cost savings for the City. To date, we have successfully provided our services for the following projects:

- ✓ Tract 27251 Street Plans & Precise Grading Plans
- ✓ Parcel Map 33637
- ✓ Precise Grading Commercial Plans for Parcel Map 34577
- ✓ Westridge Commerce Center Development
- ✓ Grading Plans/Street Plans/Drainage Study/Final Map for Parcel Map 35879

Adequate Staffing. As can be seen on the STAFF EXPERIENCE CHART included on Page 4, the CivilSource team has the depth and multi-disciplined personnel available to execute the project as requested by the City, and key staff members will be committed for the duration of the project assignment. In addition to the key personnel shown, CivilSource has support personnel available to assist on projects, as necessary. CivilSource's team is structured to allow flexibility in manpower and will match fluctuating workloads and priorities with proper staff. Because of CivilSource's professionalism and treatment of its employees, longevity is a trademark of our firm.

Past Performance Record. In addition to our plan checking services provided to the City, the CivilSource team has extensive experience providing professional engineering services for municipal agencies including the cities of Anaheim, Baldwin Park, Brea, Buena Park, Costa Mesa, Culver City, Cypress, Downey, Fountain Valley, Glendale, Hermosa Beach, Huntington Beach, Irvine, La Habra, Laguna Beach, Laguna Niguel, Laguna Woods, Lake Forest, Lomita, Long Beach, Los Alamitos, Mission Viejo, National City, Norwalk, Pomona, Rancho Santa Margarita, San Juan Capistrano, Santa Ana, Santa Monica, Torrance, Villa Park, and Yorba Linda. *We encourage the City to contact our references to confirm our successful track record.*

We thank you for the opportunity to submit our proposal and look forward to further discussions with the City regarding your projects. Should you have any questions or require additional information, please contact me at 949-585-0477 or via email at amy@civil-source.com. I will be the point of contact during the proposal evaluation period and, as Owner and Principal, I am authorized to bind CivilSource to the terms of this proposal, which is valid, binding, and capable of acceptance, by the City for ninety (90) days from the date of submittal.

Respectfully submitted,
CivilSource, Inc.



Amy Amirani, P.E.
Principal

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METHODOLOGY/APPROACH TO SCOPE OF WORK

It is our understanding that the City is seeking an exceptionally qualified consulting firm to provide On-Call Engineering Plan Check Consultant services.

The CivilSource team can provide any plan review services requested by the City through offsite staffing. Plans will be carefully reviewed for their compliance with the model codes adopted by the State of California and amended by the City of Moreno Valley.

Plan Review Process

Outlined below is the general process the CivilSource team utilizes to provide plan review services. This is presented as a guideline to be adjusted according to the unique processing procedures of your jurisdiction. We will work with the City in a seamless manner for review of plans for code compliance, keeping projects moving to the finish line.

- **Transmittal:** Pickup and delivery of all plan review documents from the City and maintain accurate and comprehensive records related to all plans, calculations, and documents received. We will screen and log every application to assure they are routed to all plan checkers in a timely manner. All submittals are checked for compliance with relevant state and local requirements. The log serves as a tracking device to assure turnarounds and completeness of review. **CivilSource will pay for all costs associated with pick-up and delivery of plans.**
- **Corrections:** CivilSource will assure that corrections are handled as quickly and as clearly as possible. Our intent is to help the applicant through the plan review process. We will identify all corrections based on compliance with specific standards, codes, and regulations. We will either provide notes on the plans as appropriate, or provide a correction sheet detailing what items need to be addressed for plan approval. Each project will be reviewed with strict adherence to our company policy of independent objectivity as a third party. Projects have ranged from the simple to the complex across all types of construction. Our wide exposure and expertise allows us to provide impartial and comprehensive plan reviews clearly indicating the applicable codes and standards and documenting noted deficiencies. Our reviews are individually prepared for each project and are not generated from standard checklists or pre-formatted comments. Our Plan Review Reports are written to provide the design team with a clear and concise understanding of the issues. **Comments from each discipline are grouped together for easy reference and each comment references a specific item in the plans or specifications as well as a reference.**
- **Approval:** Upon completion of each plan review, plans and supporting documents will be returned to the City stamped as approved. Approval will only be given when all compliance issues are resolved to the best of our team's knowledge, and all requirements of the City are satisfied.
- **Meetings:** We will conduct and coordinate all communications with the City for plan review comments to assure that plan review issues are handled efficiently. During the plan review process, we are prepared to **meet with City staff and the applicant at any time.** Our goal is to issue approved plans as quickly as possible, but in full compliance with local codes, ordinances, and guidelines.

Plan Review Turnaround Schedules

Our comprehensive plan reviews are returned promptly to meet your needs. The CivilSource team **will commit to completing plan reviews within the timeline expectations set forth by the City.** Our typical turnaround times are identified in the Turnaround Schedule below.

TYPICAL PLAN REVIEW TURNAROUND SCHEDULE		
Project Type	Turnaround Time *	
	First Review (Working Days)	Recheck (Working Days)
Final Map	14	14
Parcel Map	14	14
Grading Plans	14	14
Erosion Control Plans	14	14
Public Infrastructure Improvement Plans	14	14
Easement & Right-of-Way Documents	14	14
Soil/Geotechnical Reports	14	14
Hydrology/Hydraulic Studies	14	14

**All turnaround times have been specified from the day they are received in our office.*

For extraordinarily complex projects, the CivilSource team will immediately inform the City and agree on an appropriate turnaround time prior to starting the review. Typical turnaround time for complex projects is 14 days for the first review and 14 days for the recheck.

Accelerated Plan Review

Accelerated plan review can be accommodated given a 24-hour notice to allow for schedule modifications and possible weekend or overtime work. The CivilSource team will require compensation for accelerated reviews and can be negotiated with the City.

Work Quality & Cost Control

Our Quality Assurance/Quality Control (QA/QC) plan is built on a foundation of communication, rapid response time, and selecting the right individual with the required skill and expertise to successfully complete the assignment. Our QA/QC plan entails:

Assignment of Key Personnel

- Assign skilled and experienced professional based on the assigned task, instituting a comprehensive and interactive orientation on the project goals and the means of achieving these goals.

Guaranteed Rapid Response

- Receive, Log and Evaluate plan check and guarantee a turn-around time.

Communication

- Daily contact by the Project Manager with each ongoing activity to provide support, guidance, and monitor quality of work.
- Maintain regularly scheduled project staff meetings for reviewing project technical elements, coordinating and interfacing activities, and reviewing budget parameters.

CivilSource understands the budget constraints that often challenge local agencies. We are committed to working with our clients and we produce creative ways to achieve goals when faced with limited budgets. Our references will confirm our ability to stay within budget and willingness to negotiate. We understand that ultimately it is our responsibility to manage the contract and provide services within the allocated budget. In addition, we are equipped with software that will constantly check staff hours against the allocated budget so that any slippage is immediately flagged and actions are taken to keep the contract on track.

PERSONNEL

CivilSource is committed to providing superior, high-level services to our clients. We do so by maintaining a core of highly-qualified staff possessing a wide range of skills that we match with our client's needs. **Our professionals are committed to reliable performance, positive attitudes, and a mission focus that is essential to successful outcomes.**

For this proposal, CivilSource has assembled a highly qualified team of engineering professionals. Each team member was carefully selected to be a part of the CivilSource team based upon their experience, education, and qualifications specific to this project. Included on the following pages are brief descriptions of qualifications for select staff. Complete resumes are provided within the **Appendix – Resumes** section.



PRINCIPAL-IN-CHARGE/PROJECT DIRECTOR

Amy Amirani, PE, QSP/QSD

PROJECT MANAGERS

Steve Schapel

Safa Kamangar, PE, QSP/QSD

PLAN CHECK PROFESSIONALS

Akram Hindiyeh, PE, TE

Deepak Solanki, EIT

Kristie Ferronato, PE, QSP/QSD

Peter Salgado, PE

Souri Amirani, PE

Thom Coughran, PE

Jeff Garvey, PE

Derek Karimoto, PE

Art Biscocho

Eldon Gramley

Mike Mahani

Gary Rendano

Matt Greer

Reed Salan, PE

Jim Pekarske, Landscape Architect

Lorrie Viola, Landscape Architect

SUBCONSULTANT

Calvada Surveying

Staff Experience Chart

CivilSource Staff	Years of Exp	Final Maps/Parcel Plans/Easement/ROW	Grading Plans/Erosion Control	Soil/Geotech	Hydrology/Hydraulics Studies	Sewer/Water	Public Improvements/Landscaping
Akram Hindiyeh	35	X					X
Amy Amirani	35	X			X	X	X
Art Biscocho	20	X					X
Daniel Ojeda	20						X
David Vong	10	X	X				X
Deepak Solanki	27	X	X	X	X	X	X
Derek Karimoto	30		X	X	X	X	X
Eldon Gramley	30	X	X	X	X	X	X
Eric Charlonne	30						X
Gary Rendano	17						X
Jeff Garvey	40					X	
Kelli Tunncliff	20	X					X
Khanh Nguyen	15	X				X	
Kristie Ferronato	15	X					X
Kurt Pegg	20		X	X		X	X
Lorrie Viola	20						X
Matt Greer	10	X					X
Mike Helma	15						X
Pedram Abbassi	18	X				X	X
Peter Salgado	17	X				X	X
Reed Salan	6						X
Safa Kamangar	17					X	X
Souri Amirani	30	X					X
Steve Schapel	25	X				X	X
Tim Shaw	10						X
Thom Coughran	35	X				X	X

Project Management Team

Project Director, Ms. Amy Amirani, PE, QSP/QSD has over 35 years of professional engineering experience in both the private and public sectors. Ms. Amirani will carry the overall responsibility to ensure an open and efficient line of communication between City staff and the CivilSource team. She will help maintain the work flow and oversee quality to meet the needs of the City. As a former Public Works Director for the Cities of Hermosa Beach and San Juan Capistrano, her background includes an expertise in municipal services. Ms. Amirani will ultimately be responsible for overall management of our resources. She depends on a carefully structured hierarchy to ensure quality control and will monitor projects continuously to verify that all team personnel are performing within the guidelines of our established procedures.

Project Manager, Mr. Steve Schapel offers over 25 years of civil engineering experience in southern California. He is an experienced manager, responsible for the successful design engineering of environmentally and politically sensitive capital improvement projects. Mr. Schapel's experience includes acting as the Project Manager and Engineer responsible for preparing project studies and recommendations, plans and specifications, and support during construction. His broad background has included the preparation of design plans and technical specifications for sewer, storm drain,

street, and parks improvements. His responsibilities have included overall oversight of pavement evaluations, potholing and traffic control, right-of-way mapping, topographic survey mapping, utility agency research and coordination, preliminary design, final plans, traffic control plans, project specifications, construction cost estimates, bidding support, RFI clarification, construction observations, and record drawings.

Project Manager, Mr. Safa Kamangar, PE, QSP/QSD is a California Registered Civil Engineer as well as a Construction Manager/Resident Engineer with over 16 years of experience in both the private and public sectors. He has actively managed large infrastructure projects for CivilSource and participates directly in the planning, preliminary design, final design, and construction of several small- and large-scale capital improvement projects including streets, water and wastewater, storm drain, and vertical construction. His roles have included project management, design engineering, construction management, resident engineering, and field inspection. As a Design Engineer, Mr. Kamangar has performed hydraulic studies, detailed design drawings, development of specifications, site work, and field calculations. As a Construction Manager, he has been responsible for construction oversight, schedule management, budget tracking, and Contractor negotiations.

Plan Checker, Mr. Deepak Solanki has 27 years of civil engineering experience, including 10 years with the City of Moreno Valley, Capital Projects Division. He has extensive experience in the design of diversified civil engineering projects such as street, sewer, water, grading, flood control projects, backbone utility layout, and utility relocation. Mr. Solanki has successfully prepared design plans for single family residential subdivisions, commercial, industrial, educational facilities, and Air Force/Naval Base facilities. He has worked on right of way acquisition research and acquisition process, preparing temporary construction easement documents, legal descriptions/plats, surveying, plan check final map for various public agencies, cost estimates and quantity take-offs. Mr. Solanki possesses extensive knowledge in computer and design programs including Microsoft Projects, AutoCAD 2013, 3D Civil and Land Development Design Desktop, GIS Software – Arc View by ESRI, Haestad Methods for Hydraulic Calculations, and Felix software for the design of fire lines.

Subconsultants (As-Needed)

Calvada Surveying is a leading land surveyor provider of professional land surveying services throughout California, Colorado, Arizona, Nevada, and the Western United States. Their expertise lies within the real estate, development, engineering, telecommunications, and environmental industries, both in the public and private sector. They are committed to innovative land surveying technology and are proud to be an elite land surveying firm offering the latest in land surveying technology including High Definition Surveying (HDS), known as 3D laser scanning. This powerful technology allows them to perform our services more quickly and accurately and also provide accurate 3D as-built drawings that save our clients countless hours and money. *Located at 411 Jenks Cir, Corona, CA 92880, Phone 951-808-5662*

CALVADA
SURVEYING, INC.

QUALIFICATIONS

Strengths

Our greatest strength is our team. We bring to the City a team with unmatched depth, diversity, and teaming which will provide the City with comprehensive plan review services. Offering a full spectrum of services from one team allows City management to more easily focus on the decision making requirements of running an agency such as yours. The range of disciplines, talent, and expertise on our team allows us to address any tasks as they arise expeditiously and in a streamlined fashion, with the ability to directly access the right resources as needs develop. Being an all-inclusive team allows us to be very agile and responsive to your expectations.



In addition, we have worked directly with the City on multiple plan review projects and are familiar and comfortable working in the fast-changing pace of a growing city and with evolving project challenges. Due to our extensive working history within local agencies, our familiarity with critical aspects for success is unsurpassed. In completing a variety of tasks within the structure of public policy, our team has gained inherent knowledge of engineering design and construction, development review, building and safety standards, and general administration.

Firm Information

CivilSource was founded by Amy Amirani, PE, QSP/QSD, in 2006 specializing in program management, engineering design and construction management and inspection of capital improvement and public works permitted projects including streets; traffic systems; drainage and flood control; parks and recreational facilities; water and wastewater systems; vertical construction; and landscaping and irrigation. Offering a large network of professionals with expertise in a variety of engineering fields, our team includes licensed civil engineers, construction managers, certified inspectors, and experienced public works professionals. All team members are extensively experienced working within the structure of municipal government and public construction policy and will seamlessly integrate into the City of Moreno Valley.

Project Experience

Our team of building service specialists has the depth of experience to review projects of all sizes and complexities. Our knowledgeable team carries years of experience and professional training. Presented below is a sampling of notable project that represent our staffs' ability with a variety of construction types and occupancies. We urge you to contact each of our references who will affirm our commitment to providing excellent service to their City.

CITY OF MORENO VALLEY | On-Call Plan Check Services As part of a three-year contract, CivilSource is currently providing as-needed municipal map and plan check services for the City of Moreno Valley. Services include plan review and checking final maps, parcel maps, improvement plans, grading plans, hydrologic/hydraulic studies, soil/geologic reports, Engineer Cost Estimates and easement documents in addition to providing other support services as needed for the Land Development Division of Public Works. Projects include:

- Parcel Map 33637
- Precise Grading Commercial Plans for Parcel Map 34577
- Tract 27251 Street Plans & Precise Grading Plans
- Grading Plans/Street Plans/Drainage Study/Final Map for Parcel Map 35879
- Westridge Commerce Center Development: A 943,800-square-foot distribution warehouse on an approximately 55-acre site with associated on-site improvements (parking, landscape, hardscape, sewer, water, storm drain, underground utilities, grading, etc.) and off-site improvements (roadway, bridge crossing, landscaping, irrigation, water, sewer, storm drain, and underground utilities).

CITY OF LAGUNA WOODS | City Engineering Services & On-Call Plan Check Services CivilSource has been providing plan check services, grading, street improvements, and encroachment permits for the last four years. Plan check involves grading plans for parking in townhome complexes that have different gates, which need improvements for each gate. He performed punch list inspection for the Moulton Parkway retaining wall. Services include underground storage tank improvements for the green roof to collect rain water, upgrade for the transformer grading plan, and pavement management. Projects include:

- El Toro/Aliso Creek Widening Phase II (federally funded, LAPM compliance)
- City Hall Civic Center and Library Improvements (CDBG funded)
- City Hall Storm Drain Improvements (CDBG funded)
- City Hall Green Roof Project (Prop 84 grant funded)
- Citywide Traffic Signal Maintenance
- El Toro Road Pavement Rehabilitation Services included the preparation of plans, specifications and estimates and construction support services for rehabilitating the pavement of the roadway on El Toro Road from Calle Sonora to approximately 900 feet west of Moulton parkway; and reconstructing curbs as needed. The project included the relocation of the curb and gutter to widen the sidewalk by three (3) feet with all the appurtenances, such as reconstructing catch basins, relocating traffic signs, etc. Also, the project included upgrading ADA ramps at various locations to be in compliance with ADA requirements.

CITY OF VILLA PARK | Staff Augmentation & Engineering Services CivilSource is currently acting as the City of Villa Park City and Traffic Engineer and providing the City with all civil and traffic engineering design services. Services include: developing, reviewing, and modifying civil engineering plans, designs, and specifications for public works projects; implement modern methods and techniques used in the design and construction of a wide variety of municipal projects; provide construction management and inspection for a broad range of municipal public works projects; federal funding administration; and technical report writing. Projects to date include:

- Pavement Management Program Services
- Sewer Master Planning Services
- SLPP Citywide Street Rehabilitation
- FY 12/13 Citywide Sewer Improvements

CITY OF COSTA MESA | Staff Augmentation & Plan Check Support Services CivilSource is contracted with the City of Costa Mesa to provide staff support to oversee the construction of various CIP projects. Services include: review and plan check of construction documents, review and manage consultants and/or contractors' activities and performance, advertise projects for construction, negotiate contract change orders, monitor project schedules, provide construction management, & administer all federally funded projects. Federal Funding Administration includes ensuring that the project was administered in accordance with the legal and administrative requirements of the funding and administrative agencies FHWA, OCTA, and Caltrans).

CITY OF LA HABRA HEIGHTS | On Call Plan Check Services As part of an on-call plan review and inspection services contract, CivilSource is currently as needed plan review services. Scope of work includes plan review and checking final maps, parcel maps, improvement plans, grading plans, hydrologic/hydraulic studies, soils/geologic reports, Engineer cost estimates, and easement documents.

CITY OF LAKE ELSINORE | On-Call Plan Check Services Plan Check Engineer, Mr. Deepak Solanki is currently providing plan check services for numerous projects in the city for street, sewer, storm drain, hydrology, and hydraulics. Project involves CIP, street widening, grading, overlay, parking lot, fencing for a dog park, sidewalk project, slurry seal, and pavement management plan. Services also include construction management for the city for Main Street and downtown revitalization upgrade, which is a \$1 million dollar project. Project involves construction of two traffic signals and monument signs for aesthetic beautification.

CITY OF CORONA | Plan Review & Front Counter Support Services CivilSource is currently providing a Plan Reviewer and Front Counter Technician on a staff augmentation basis for the City of Corona Land Development Department. Services include plan re-view and checking final maps, parcel maps, improvement plans, grading plans, hydrologic/hydraulic studies, soils/geologic reports, Engineer Cost Estimates and easement documents in addition to providing other support services as needed for the Land Development Division of Public Works. Services also include Front Counter Technician services including review and screen permit applications and documents, route and direct projects to other departments, calculate permit fees, research project status, issue permits, research, compile, and prepare reports and presentation graphics as needed.

CITY OF REDONDO BEACH| Staff Augmentation & Plan Check Services Plan Check Engineer, Mr. Reed Salan is currently providing plan check services for numerous projects for the City of Redondo Beach.

ORANGE COUNTY COMMUNITY RESOURCES | Staff Augmentation & Design Engineering Services CivilSource is currently providing 3 Project Managers to provide design engineering, project oversight, and plan checking services for the County of Orange.

CITY OF ANAHEIM | Consultant Support & Staff Augmentation Services CivilSource is currently contracted to provide the City of Anaheim with as-needed consulting support services including general civil engineering design, survey, construction management/inspection/administration, account management, geotechnical inspection and material testing, schedule and claims analysis, and constructability and plan check. As a part of this contract, CivilSource is currently providing the City with three Project Managers. Our projects include:

- Edison Bike Trail, \$1.6 million
- Median and Sidewalk Improvements on Imperial Highway, \$306,118
- Citywide Sanitary Sewer Improvement Program from Magnolia to Brookhurst, \$1.6 million
- Anaheim Canyon Metrolink Pedestrian Improvement Project, \$872,000
- Royal Oak Road from Nohl Ranch Road to Crescent Drive, \$277,000
- Water Recycling Demonstration Project, \$7 million
- Santa Ana Canyon Road Street Improvements from Lakeview to Imperial,
- Santa Ana Canyon Road Landscape and Irrigation Improvements
- La Palma Ave Street Improvements ARRA Project
- Tustin La Palma Intersection Widening .

LETTERS OF RECOMMENDATION



CITY OF COSTA MESA

P.O. BOX 1233 • 77 FAIR DRIVE • CALIFORNIA 92620-1233

FROM THE DEPARTMENT OF PUBLIC SERVICES ENGINEERING DIVISION

To Whom It May Concern:

It is my pleasure to recommend the professional design engineering services of CivilSource, Inc. (CivilSource). I have had the opportunity to work with CivilSource in my capacity as Project Manager for the City of Costa Mesa and have only positive things to say about their professionalism, their employees, and most importantly, the success they have brought to several City Capital Improvement Projects.

CivilSource has always demonstrated a clear and comprehensive understanding of not only the individual projects but also the elements and actions necessary to maintain the schedule and budget. It was this combination of understanding and action that led to project success. As a whole, their staff exhibited an extensive knowledge of public works standards and the ability to interface with City personnel. Not only were they able to integrate with City staff but they also facilitated communication between the City, other jurisdictional agencies, contractors, and the community. Their strong communication skills and professional behavior are an excellent complement to their technical abilities.

I feel CivilSource's performance on our projects would be a good indication of how they would perform on any public works project. Indeed, they would be an extremely positive asset to any municipal agency for professional engineering services.

Please do not hesitate to contact me at (714) 754-5378 if you require additional information.

Sincerely,

A handwritten signature in cursive script that reads "Fariba Fazeli".

Fariba Fazeli, P.E.

PHONE: (714) 754-5343 FAX: (714) 754-5128 TDD: (714) 754-5244
WWW.CIVILSOURCE.US



City of Villa Park

17855 Santiago Boulevard, Villa Park, California 92861-4187
(714) 998-1500 • Fax: (714) 998-1508

www.villapark.org

September 4, 2014

To Whom It May Concern:

I have had the good fortune of working with CivilSource while they have provided On-Call Engineering and Staff Augmentation services for the City of Villa Park since 2011. During this time, CivilSource has provided design and plan check services, as well as construction management and inspection for several Capital Improvement Projects.

In every aspect of their work, CivilSource has demonstrated a clear and comprehensive understanding of the individual elements that are necessary to achieve project success. Their staff exhibits a thorough knowledge of public works standards, jobsite safety practices, and a comfortable familiarity working with City personnel. Additionally, their communication skills, professional behavior, and positive attitude proved to only compliment their technical abilities.

I believe this combination of professionalism and technical skill directly contributes to the value delivered on our projects and is a good indication of the value and success that CivilSource will deliver on your projects. As City Manager, I am truly pleased with the quality of service provided by CivilSource and would strongly recommend utilization of their services. If I can provide any additional information or be of any further assistance, please do not hesitate to contact me.

Sincerely,
CITY OF VILLA PARK

A handwritten signature in blue ink, appearing to read "Jarad Hildenbrand".

Jarad Hildenbrand
City Manager

RICHARD BARNETT, Mayor • DIANA FASCENELLI, Mayor Pro Tem
GREG MILLS, Councilman • DEBORAH PAULY, Councilwoman • BRAD REESE, Councilman



CITY of LAGUNA WOODS

September 12, 2014

To Whom It May Concern:

CivilSource, Inc. is currently providing as-needed City Engineering and Traffic Engineering for the City of Laguna Woods. Their services have included the development, review, and modification of plans, designs, and specifications for Capital Improvement Projects as well as construction management, inspection, and federal funding administration.

From the initial meeting with the CivilSource team, it was apparent that they exhibited a sound technical understanding of engineering principals and that our standards, requirements, and goals were clearly understood. Their engineers have always asked probing, intelligent questions to fully understand the project requirements. They have also proven to be knowledgeable in products and industry trends, and helped us to examine alternative solutions that are both functional and economical.

We have used CivilSource, Inc. on multiple project and assignments. Please feel free to contact me at (949) 639-0525 or cmacon@lagunawoodscity.org if any additional information is required.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Macon'.

Christopher Macon
City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 9-12-2014 before me, Connie Hradecky, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Amy Amirani
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Connie Hradecky
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: 9-12-14 Number of Pages: 1

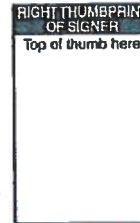
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: Amy Amirani
- Individual
 - Corporate Officer — Title(s): President
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: CivilSource Inc

Signer Is Representing: _____

Affidavit of Non-Conviction

RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

I am the President and the duly authorized
(Title)

Representative of the firm of: CivilSource, Inc.
(Name of Corporation)

Whose address is: 9890 Irvine Center Drive, Irvine, CA 92618

And that

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, and of its officers, directors, or partners, or any of its employees directory involved in obtaining Contracts with the City have been convicted of, or have plead *nolo contendere* to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State of the Federal government (conduct prior to July 1, 1977 is not required to be reported).

State "none" or, as appropriate, list any conviction, plea or admission described in paragraph two above, with the date, court, official, or administrative body; the individuals involved and their position with the firm, and sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the City to make a determination. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the City may terminate any Contract awarded and may take any other action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature: Amy Amirani Date: 9-12-14

Printed Name Amy Amirani Title: President

Name of firm: CivilSource, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of orange

On 9-12-2014 before me, Connie Hradecky Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Amy Amirani
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Connie Hradecky
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Amy Amirani
 Individual
 Corporate Officer — Title(s): President
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: CivilSource Inc

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

Vendor Information

RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES


VENDOR INFORMATION

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: CivilSource, Inc.
Owner / Manager Name: Amy Amirani
PO Mailing Address: 9890 Irvine Center Drive
City: Irvine State CA Zip 92618
Remit to Address (if different from PO mailing address)
City: _____ State _____ Zip _____
Web Site: www.civil-source.com
Phone Number: 949-585-0477
Fax Number: 949-585-0433
E-mail Address: amy@civil-source.com
Incorporated? (mark one) Yes or No
Fed. Tax I.D. # or Social # 20-5729456
If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? _____

How many years of relevant experience within the scope of this RFP? 8

I certify that the information given above is accurate and complete; that the Terms and Conditions as issued by the City of Moreno Valley with this Request for Proposal # VAG-11/12-04 have been fully read, understood, and accepted in total; and that I am a duly authorized agent for quoting purposes for the company named above.

<u>Amy Amirani</u>	<u>President</u>
(Print Quoting Persons Name)	(Title)
<u></u>	<u>9-12-14</u>
(Quoting Persons Signature)	(Date)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange }
On 9-12-14 before me, Connie Hradecky, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Amy Amirani
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Connie Hradecky
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: Vendor Information

Document Date: 9-12-14 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

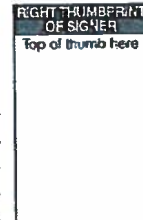
Signer's Name: Amy Amirani

- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: CivilSource, Inc

Signer Is Representing: _____

References

RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

REFERENCES

List three (3) references that most closely reflect similar projects and work that your company has worked on within the past five (5) years - Public or Governmental Agencies preferred. (Type or Print)

1. Name of Public Agency: City of Costa Mesa
Address: 77 Fair Drive
City: Costa Mesa State: CA Zip: 92626
Contact: Fariba Fazeli Title: City Engineer
Telephone: (714) 754-5378 Email: fariba.fazeli@costamesaca.gov
Service Dates: 2006-current
Brief Summary of Project/Work provided: Staff Augmentation & Plan Check
Support Services
2. Name of Public Agency: City of Laguna Woods
Address: 24264 El Toro Road
City: Laguna Woods State: CA Zip: 92637
Contact: Chris Macon Title: City Manager
Telephone: (949) 639-0561 Email: cmacon@lagunawoodscity.org
Service Dates: 2011-current
Brief Summary of Project/Work provided: As-Needed City & Traffic Engineering
Services. On-Call Plan Check Services.

RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

3. Name of Public Agency: City of Villa Park
- Address: 17855 Santiago Boulevard
- City: Villa Park State: CA Zip: 92861
- Contact: Jarad Hildenbrand Title: City Manager
- Telephone: (714) 998-1500 Email: jhildenbrand@villapark.org
- Service Dates: 2012-current
- Brief Summary of Project/Work provided: Staff Augmentation & Engineering
Services (On-Call Plan Check)

Addenda Acknowledgement

RFP VAG 14/15-03 ENGINEERING PLAN CHECK CONSULTANT SERVICES

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

Addendum No.: 1 Dated 9-3-14

Addendum No.: 2 Dated 9-4-14

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Addendum No.: _____ Dated _____

Company Name: CivilSource, Inc.

Address: 9890 Irvine Center Drive, Irvine, CA 92618

Telephone No.: 949-585-0477

Email Address: amy@civil-source.com

By: Amy Amirani
(print)

Signature: *Amy Amiran* Date: 9-12-14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 9-12-14 before me, Connie Hradecky, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Amy Amirani
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Connie Hradecky
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Addenda Acknowledgment

Document Date: 9-12-14 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Amy Amirani

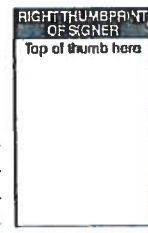
- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Civil Source Inc.

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

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APPENDIX - RESUMES

AMY AMIRANI, PE, QSP/QSD
PRINCIPAL-IN-CHARGE / PROJECT DIRECTOR

EDUCATION

B.S., Civil Engineering

REGISTRATION

Civil Engineer, California # 34283

Ms. Amirani has over 35 years of civil engineering experience in both the private and public sectors. As a former Public Works Director for the cities of Hermosa Beach and San Juan Capistrano, her expertise in public works projects includes general infrastructure, water, wastewater, and storm drain systems. She founded CivilSource in 2005 to specialize in program and construction management services for municipalities in southern California. Her experience, combined with in-depth knowledge of municipal regulations and procedures, has resulted in the successful completion of many capital improvement projects for clients throughout the region.

A former president of the American Public Works Association, Ms. Amirani continues to strive for the promotion of public works, as well as providing mentorship to up-and-coming public works professionals. She volunteered her time with the League of California Cities as a member of their Environmental Quality Policy Committee in 2004 and 2005 and she was awarded the Capistrano Bay Women of Distinction Award in 2005.

Her experience includes overseeing engineering teams of several public works projects, including the La Bonita Park Water Facility for the City of La Habra (Design-Build of design and construction of a new well, booster pump station, water reservoir, and support infrastructure).

PROJECT EXPERIENCE

Street Improvements

Broadway Improvements, City of Costa Mesa: \$1.5M SRTS improvement project to narrow roadways with the installation of medians and chokers. Services also included preparation of PES and E76 documents.

Culver Drive and Walnut Avenue Widening and Improvements, City of Irvine: \$2.5M roadway widening and improvements project.

University Drive Improvements, City of Irvine: \$1.7M roadway improvements project which required coordination of work with the Irvine Companies, Caltrans and multiple utility agencies; an arboricultural evaluation; and construction engineering support.

East 19th Street Design Improvements, City of Costa Mesa: SRTS traffic calming project. Project consisted of chokers and median improvements and design of three (3) monument signs

Stage Road Rehabilitation, City of Buena Park: 2 mile primary arterial highway rehabilitation project.

North Laguna Alley Rehabilitation, City of Laguna Beach: Rehabilitation of 13 alleys in North Laguna Beach.

Yorba Linda Boulevard Rehabilitation, City of Yorba Linda: 2 mile primary arterial highway rehabilitation project.

Sawtelle Boulevard Rehabilitation, City of Culver City: \$1M street rehabilitation project.

Cerritos Avenue (East) Widening Project City of Cypress: The project provided for widening of the roadway to full width for additional through capacity thereby relieving congestion at the intersection

Storm Drain Improvements

Storm Drain Improvements on Corak Street, City of Baldwin Park: Installation of 2,500 feet of new storm drain pipes on Ramona Boulevard between Earl Avenue and Francisquito Avenue, and along a drainage easement between Corak Street and Francisquito Avenue. The storm drains consist of reinforced concrete pipe ranging in size from 24-inches to 42-inches in diameter.

Hamilton Street and Plumer Street Roadway and Storm Drain Improvements, City of Costa Mesa: 3000 LF of street and storm drain improvements.

Industrial Way Water Quality and Storm Drain Improvements, City of Costa Mesa: Installation of an underground detention/infiltration facility and construction of a storm drain facility consisting of 1,000 lineal ft. of 10ft. by 3 ft. RCB.

Ball Road and Bloomfield Street and Storm Drain Improvements, City of Los Alamitos: Storm drain and roadway improvements.

Paularino, Santa Ana, Shalimar and Orange Roadway and Storm Drain Improvements, City of Costa Mesa: 10,000 LF of street and storm drain improvements.

8th Street & Pier Avenue Street and Storm Drain Improvements, City of Hermosa Beach: two miles of roadway rehabilitation in densely populated residential areas; curb, gutter, and sidewalk replacement; curb access ramp construction; installation of new striping and markings; asphalt concrete pavement overlay; storm drain improvements; and utility adjustments.

Water and Wastewater Improvements

La Bonita Park Water Facilities, City of La Habra: Design-build of a water facility that also included the demolition and reconstruction of a roller hockey rink, restroom/storage facility and parking areas. **2013 DBIA Design-Build Distinction Award.**

Leahy Avenue Well Drilling and Equipping, Bellflower Somerset Mutual Water Company: Engineering and hydrogeological services for the preliminary design, final design, construction support and inspection for the abandonment of an existing well, and drilling and equipping of a new high capacity groundwater well.

Colinas Bridge Waterline Relocation, Moulton Niguel Water District: Waterline relocations at the Paseo de Colinas Bridge in the City of Laguna Niguel.

Shaw's Cove Lift Station Rehabilitation, City of Laguna Beach: \$1.5M rehabilitation of an existing sewer lift station.

Western Avenue Sewer Improvements, City of Stanton: The project included the replacement of approximately 1,400 linear feet of existing 12-inch diameter VCP gravity sewer with hydraulic deficiencies and structural defects. The sewer was replaced with a 15-inch diameter VCP gravity pipe.

Citywide Sewer Improvements, City of Villa Park: The project entailed design services to update the City's Sewer Master Plan, implement the recommended improvements, and provide construction management and inspection services during construction.

Antonio Parkway Forcemain Alignment, Santa Margarita Water District: Feasibility analysis for the realignment of a 24" ductile iron forcemain. The alignment studied consisted of adding several thousand feet of length to the forcemain that would be routed across a bridge, along an existing park (baseball fields, skate park and dog park), to a point of connection to an existing 24" forcemain.

STEVE SCHAPEL
PROJECT MANAGER

EDUCATION

Engineering Courses, Drexel University, Philadelphia, PA

Steve Schapel offers over 25 years of civil engineering experience in southern California. He is an experienced manager, responsible for the successful completion of environmentally and politically sensitive design improvement projects. Steve's experience includes acting as the Project Manager and Engineer responsible for preparing project studies and recommendations, plans and specifications, and support during construction. His broad background has included the preparation of design plans for sewer, storm drain and street improvements and new facility construction.

PROJECT EXPERIENCE

Industrial Way Water Quality and Storm Drain Improvements, City of Costa Mesa: Project Designer responsible for the preparation of plans, specifications, and estimates for the design of the Industrial Way Water Quality and Storm Drain Improvements with the objective to eliminate the flooding and current water quality problems caused by the deficiencies within the existing storm drain system. The project consists of installing an underground detention/infiltration facility within an open grass field located south of the Anaheim Avenue and 19th Street Intersection. The detention/infiltration area measures 190 ft. wide by 160 ft. long with a depth of 3 ft. A 2'X10' RCB inflow and an 18-inch diameter outlet pipe will connect to the existing storm drain system located within Anaheim Avenue. The proposed basin will accommodate 1.5 acre-ft. to 2.0 acre-ft. Next to the existing 30-inch pipeline located in Anaheim Avenue from Plumer to 18th Street, a parallel storm drain facility within Anaheim Avenue will be constructed. The storm drain system will consist of 1,000 lineal ft. of 10ft. by 3 ft. RCB. The RCB would connect to the existing storm drain system with 24-inch diameter pipe constriction to make the RCB function as inline storage. This would create a .7 acre-ft. of storage. The project will include a hydraulic analysis of the entire storm drain system.

Design of Several Alleys, City of Costa Mesa: Project Manager responsible for the preparation of plans, specifications and estimates for the total reconstruction or pavement rehabilitation of 11 alleys. Work included soil testing; structural section design; field surveying; replacement of alley entrance, damaged curb and gutters, cross gutters and spandrels, sidewalks, driveway and approaches, turf and irrigation; wheel chair ramp (WCR) designs meeting ADA requirements; planting and trimming trees; determining right-of-way; and, providing traffic control and striping plans.

Holder Street Improvements., City of Cypress: Construction Support for Holder Street to improve the crosswalks and ramps at the intersection to comply with ADA standards and stripe a southbound bike lane along Holder Street.

Cerritos Avenue (East) Widening Project, City of Cypress: Project Manager providing construction support for the widening of the roadway to full width for additional through capacity thereby relieving congestion at the intersection. The proposed improvements consist of removal and replacement of curb, gutter, sidewalk, curb ramps, and driveways; relocation of traffic signals, power poles, light poles, fire hydrants, and utility boxes; and asphalt paving, traffic striping, retaining wall construction, and other appurtenant site improvements on the east side of Walker Street and along the south side of Cerritos Avenue.

Katella Avenue Improvements, City of Cypress: Project Manager providing construction support services for the Katella Avenue and Meridian Drive Intersection. The project consists of the access ramps and parkway improvements to comply with ADA Standards; construction of raised medians to ensure no interference with proposed crosswalks; installation of crosswalks across Katella Avenue; drainage improvements; and the addition of pedestrian push button and pedestrian indicator head.

Pacific Coast Highway at Palos Verdes Boulevard, City of Redondo Beach: Project Manager responsible for preparing plans, specifications and estimates for the Pacific Coast Highway (PCH) and Palos Verdes Boulevard Intersection Improvements. The proposed improvements consist of the installation of a right turn lane along Palos Verdes Boulevard at the northeast corner with PCH. The existing sidewalk will be reduced, the street widened, and a right turn lane installed. Consideration for bicycle improvements is also necessary.

Parking Pavement Engineering, Pacific Island Village HOA: Project Manager for the design of driveway and parking pavement repair within the Pacific Island Village I community. The scope of services in general consist of field inspection and assessment of the driveway and parking pavement within Pacific Island Village I to determine pavement rehabilitation methods; preparation of construction exhibits, specifications and estimates; bid phase and contract award assistance; and assistance with construction management, inspection and administration.

Mermaid Street Retaining Wall, City of Laguna Beach: Project Manager preparing the plans and specifications for a failed retaining wall on Mermaid Street. The work consisted of reconstruction the wall and lowering a sidewalk to street level.

E. Chapman Ave Improvements, City of Orange: Project Designer responsible for preparation of plans, specifications and estimates for the N. Broadmore Trail improvements from Broadmore to 1550 feet West. Improvements included removal and replacement of existing curb and gutter and median, cold milling and construction of ARHM overlay.

Baker Street Rehabilitation, City of Costa Mesa: Project Designer responsible for preparation of plans, specifications and estimates for the Baker Street Rehabilitation from Badds Street to Bear Street. The project consisted of approximately 1400 l.f. of pavement rehabilitation; reconstruction of damaged curb and gutter, sidewalk, and driveway; construction of ADA compliant curb ramps; and all appurtenant work.

Central Avenue Street Reconstruction, City of Chino: Project Designer responsible for preparation of plans, specifications and estimates for 1800 l.f. of pavement reconstruction (Highway 71 to 600 l.f. east of Fairfield Rancho Road). Improvements included total pavement reconstruction, redesign of existing cross sections as needed to improve drainage and drivability, and repair of damaged sections of the asphalt.

Temescal Canyon Road Rehabilitation, County of Riverside: Project Designer responsible for preparation of plans, specifications and estimates for 2000 l.f. of pavement rehabilitation. Improvements included grind and asphalt overlay, redesign of existing cross sections as needed to improve drainage and drivability, repair of damaged sections of the asphalt, and reconstruction of concrete improvements (sidewalk, curb and gutter).

Lemon Drive Improvements from Imperial Highway to Eureka Avenue, City of Yorba Linda: Project Designer. The project consisted of pavement rehabilitation; replacement of damaged curb, gutter and sidewalk; and construction of ADA compliant curb ramps. Services consist of preliminary engineering, final engineering and bid phase construction support.

Sierra Avenue Improvements, City of Fontana: Project Designer responsible for preparation of plans, specifications and estimates for 2600 l.f. of pavement rehabilitation. The project consisted of pavement rehabilitation; replacement of damaged curb, gutter and sidewalk; and construction of ADA compliant curb ramps. Services consist of preliminary engineering, final engineering and bid phase construction support.

SAFA KAMANGAR, P.E., QSP/QSD

PROJECT MANAGER

EDUCATION

M.S., Civil Engineering

B.S., Civil Engineering

REGISTRATION

Civil Engineer, California #70118

Mr. Kamangar is a California Registered Civil Engineer and a Project Manager/Resident Engineer at CivilSource, Inc. with 17 years of experience in construction, construction management and engineering in both the private and public sectors. His experience includes the management of over \$70 million in construction related activities. His roles included construction management, resident engineering, field inspection, and design engineering. As a design engineer Mr. Kamangar has performed hydraulic studies, detailed design drawings, development of specifications, site work, and field calculations. As a Construction Manager, he has been responsible for construction oversight, schedule management, budget tracking, and contractor negotiations. He has gained considerable knowledge while providing extensive coordination between various engineering disciplines and public agencies.

PROJECT EXPERIENCE

Street Improvements

Culver Drive and Walnut Avenue Widening and Improvements, City of Irvine: \$2.5M roadway widening and improvements project.

University Drive Improvements, City of Irvine: \$1.7M roadway improvements project which required coordination of work with the Irvine Companies, Caltrans and multiple utility agencies; an arboricultural evaluation; and construction engineering support.

Stage Road Rehabilitation, City of Buena Park: \$1.1M roadway rehabilitation project. Improvements included total pavement reconstruction and redesign of existing cross sections as needed to improve drainage and drivability.

Yorba Linda Boulevard Rehabilitation, City of Yorba Linda: 2 mile primary arterial highway rehabilitation project. Services also required coordination with Caltrans.

North Laguna Alley Rehabilitation, City of Laguna Beach: Project Manager responsible for the development of plans, specifications and estimates for 13 alleys in North Laguna Beach.

Sawtelle Boulevard Rehabilitation, City of Culver City: \$1M street rehabilitation and oversight of construction inspection services. Improvements included total pavement reconstruction, redesign of existing cross-sections as needed to improve drainage and drivability, and repair of damaged sections of the asphalt.

Alley No. 109 Rehabilitation, City of Costa Mesa: Design Manager responsible for the development of plans, specifications and estimates for the rehabilitation of residential Alley No. 109 in the City of Costa Mesa.

Citywide Street Assessment and Rehabilitation, City of Yorba Linda: Design Engineer responsible for the field inspection and assessment of three zones within the City to determine locations for removal and replacement of asphalt, slurry seal or rehabilitation.

Broadway Improvements, City of Costa Mesa: \$1.5M SRTS improvement project to narrow roadways with the installation of medians and chokers. Services also included preparation of PES and E76 documents.

Water and Wastewater Improvements

La Bonita Park Water Facilities, City of La Habra: Design-build of a water facility that also included the demolition and reconstruction of a roller hockey rink, restroom/storage facility and parking areas. **2013 DBIA Design-Build Distinction Award.**

Leahy Avenue Well Drilling and Equipping, Bellflower Somerset Mutual Water Company: Engineering and hydrogeological services for the preliminary design, final design, construction support and inspection for the abandonment of an existing well, and drilling and equipping of a new high capacity groundwater well.

Colinas Bridge Waterline Relocation, Moulton Niguel Water District: Waterline relocations at the Paseo de Colinas Bridge in the City of Laguna Niguel

Portola Park Well, City of La Habra: Project Manager for the design-build of a well for the City of La Habra. The 150-hp well pump and motor was designed be 350-ft deep and capable of producing 1100-gpm of groundwater which will be conveyed through a 12-in PVC-C900 pipeline into the City's La Bonita Park blending reservoir.

Well 11A & Well 31, City of Corona: Selected new well locations, and designed and developed plans and specifications for drilling and developing, and equipping of a new well replacing the existing Well 11 and the City's new Well 31.

Ontario Booster Pump Station: Designed and provided engineering calculations for a 25-MGD booster pump station facility, Nitrate blending facility and piping.

Western Avenue Sewer Improvements, City of Stanton: The project included the replacement of approximately 1,400 linear feet of existing 12-inch diameter VCP gravity sewer with hydraulic deficiencies and structural defects. The sewer was replaced with a 15-inch diameter VCP gravity pipe.

Citywide Sewer Improvements, City of Villa Park: The project entailed design services to update the City's Sewer Master Plan, implement the recommended improvements, and provide construction management and inspection services during construction.

Antonio Parkway Forcemain Alignment, Santa Margarita Water District: Feasibility analysis for the realignment of a 24" ductile iron forcemain. The alignment studied consisted of adding several thousand feet of length to the forcemain that would be routed across a bridge, along an existing park (baseball fields, skate park and dog park), to a point of connection to an existing 24" forcemain.

Portola Hills Lift Station Abandonment, Irvine Ranch Water District: This project consisted of abandoning the PHSLS, which is located near the intersection of Glenn Ranch Road and Saddleback Ranch Road. As part of the abandonment of the PHSLS, this project included installing approximately 4,000 linear feet of new 12-inch diameter gravity sewer, and increasing capacity of 1,300 linear feet of existing 8-inch sewer.

Storm Drain Improvements

Storm Drain Pump Station SD 03 Upgrades, City of Long Beach: Project Manager in charge of design and developing plans and specifications for replacing existing pumps with three new 70-cfs Vertical Turbine pumps, and upgrading pump station mechanical and electrical components.

Storm Drain Improvements on Corak Street, City of Baldwin Park: Installation of 2,500 feet of new storm drain pipes on Ramona Boulevard between Earl Avenue and Francisquito Avenue, and along a drainage easement between Corak Street and Francisquito Avenue. The storm drains consist of reinforced concrete pipe ranging in size from 24-inches to 42-inches in diameter.

Hamilton Street and Plumer Street Roadway and Storm Drain Improvements, City of Costa Mesa: 3000 LF of street and storm drain improvements.

Industrial Way Water Quality and Storm Drain Improvements, City of Costa Mesa: Installation of an underground detention/infiltration facility and construction of a storm drain facility consisting of 1,000 lineal ft. of 10ft. by 3 ft. RCB.

AKRAM HINDIYEH, P.E., T.E.
PLAN CHECKER

EDUCATION

B.S., Civil Engineering
M.S., Civil Engineering

REGISTRATION

Civil Engineer, CA #28510
Traffic Engineer, CA #1452

Mr. Hindiyeh possesses more than 35 years of civil engineering experience in the public and private sectors. His responsibilities encompass serving as the City Engineer for the City of Villa Park; serving as the City Engineer/Traffic Engineer for the City of Laguna Woods; and administering the design and construction of several major public works projects for the City of San Clemente and administering and managing their Traffic and Transportation Program. Mr. Hindiyeh's experience includes developing and implementing a Pavement Management System Program, a Sidewalk Inventory Program, a Street Improvement Program, a Major Street Maintenance Program, and Traffic Signals Operation and Maintenance Program.

PROJECT EXPERIENCE

City Engineer/Traffic Engineer, City of Laguna Woods:

Traffic Engineer Responsibilities

- Conduct/review traffic engineering, traffic analysis and transportation planning studies or project specific traffic related issue analysis.
- Provide comprehensive analyses of existing and projected traffic conditions, intersection analysis and design, speed humps, parking lot design, and traffic/transportation data collection services.
- Provide electronic traffic control device studies and design (i.e., signs, signals, pavement markings, school zone flashers and curve warning flashers).
- Perform pedestrian studies.
- Review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses

City Engineer Responsibilities

- Developing, reviewing, and modifying civil engineering plans, designs, and specifications.
- Implement modern methods and techniques used in the design and construction of a wide variety of municipal projects.
- Provide project management for a broad range of municipal public works projects.
- Apply all local, state and federal laws, codes and regulations relevant to design and construction of municipal facilities.
- Provide supervision, training, and performance evaluations.
- Technical report writing.

Projects include:

- El Toro/Aliso Creek Widening Phase II (federally funded, LAPM compliance)
- El Toro Road Pavement Rehabilitation (SLPP funded)
- City Hall Civic Center and Library Improvements (CDBG funded)
- City Hall Storm Drain Improvements (CDBG funded)
- City Hall Green Roof Project (Prop 84 grant funded)
- Citywide Traffic Signal Maintenance

City Engineer, City of Villa Park:

Administrative Duties

- Establish working relationships and coordinate with other public agencies including private and public utilities involved in engineering matters or right-of-way issues affecting the City.
- Provide administrative direction to public works personnel.
- Provide reports, documentation and analysis.
- Monitor legislation and developments related to public works and engineering matters.
- Develop and implement improved policies and procedures.
- Ensure that the City is in compliance with all pertinent regulatory and administrative requirements (Measure M, grants, state reporting, etc.).
- Meet and inform the public on existing and future projects, inquiries and complaints.
- Attend City Council meetings.
- Attend TAC, OCTA and other meetings where City representation is required.

Capital Improvement Projects

- Perform the functions of the Public Works Director.
- Implement and manage all Capital Improvement Projects including the design and contract bidding process, survey, inspection and project management.
- Process all plans and specifications and bid documents for approval.
- Review and approve all grading plans; inspect and approve work.
- Review and approve plans for improvements and repairs to right-of-way. Issues notice of completion and acceptance of work.
- Obtain required permits.
- Recommend pavement rehabilitation treatments.
- Implement and manage the City's Sewer Master Plan.
- Recommend, manage and supervise maintenance and repairs of the City's storm drain system.
- Ensure the planting of trees and installation of root control devices and in accordance with the master list of trees and ensure tree protection during construction activities.

Projects include:

- Pavement Management Program Services
- Sewer Master Planning Services
- SLPP Citywide Street Rehabilitation
- FY 12/13 Citywide Sewer Improvements

City Traffic Engineer/Transportation Services Manager, City of San Clemente

Public Works & Utilities

- Developed, administer and implement a \$45M Street Improvement Program.
- Coordinate with the various City's departments and the private utilities companies to include the appropriate improvements with the streets projects such as water, sewer, storm drain, dry utilities and landscape.
- Developed and implement a Pavement Management Program.
- Directed the development of the City's Sidewalk Inventory Program.
- Developed a storm drain fee program.
- Administered the environmental, design and construction of Avenida Vista Hermosa Interchange at Interstate 5.
- Administered the design and construction of Avenida Pico Widening Improvements Project.
- Administered the construction of El Camino Real Renovation Project.

DEEPAK SOLANKI, EIT
PLAN CHECKER

EDUCATION

B.S., Civil Engineering

REGISTRATION

Engineer-in-Training (tentative P.E. October 2013)

Mr. Solanki has 27 years of civil engineering experience, including 10 years with the City of Moreno Valley, Capital Projects Division. He has extensive experience in the design of diversified civil engineering projects such as street, sewer, water, grading, flood control projects, backbone utility layout and utility relocation. Mr. Solanki has successfully prepared design plans for single family residential subdivisions, commercial, industrial, educational facilities, and Air Force/Naval Base facilities. He has worked on right of way acquisition research and acquisition process, preparing temporary construction easement documents, legal descriptions/plats, surveying, plan check final map for various public agencies, cost estimates and quantity take-offs. Mr. Solanki possesses extensive knowledge in computer and design programs including Microsoft Projects, AutoCAD 2013, 3D Civil and Land Development Design Desktop, GIS Software – Arc View by ESRI, Haestad Methods for Hydraulic Calculations, and Felix software for the design of fire lines.

PROJECT EXPERIENCE

Zone D Street Rehabilitation, City of San Dimas: Prepared plans, specification and estimates of asphalt pavement restoration and overlay of various streets within the City's Maintenance Zone "D" for the City of San Dimas.

Accelerated Road Construction Program, County of Los Angeles: Plan preparation for street rehabilitation projects adjacent to the Cities of Azusa, Covina, Glendora, Irwindale, and West Covina, referred to as the Accelerated Road Construction Program for the County of Los Angeles. Prepared Materials Report with recommendations for alternate methods of pavement rehabilitation of this 13,600 foot recently constructed project using asphalt rubber hot mix.

Canyon Road Widening, City of San Dimas: Street widening for San Dimas Canyon Road in the City of San Dimas. Project includes design of road widening and modifying ramps to comply with ADA requirements.

McBean Parkway Widening in Valencia, Los Angeles County: Design Engineer for street widening plans, technical specifications and construction costs estimates preparation. The improvements consisted of removal and replacement of curb, gutter, sidewalk, curb ramps, and driveways; relocation of traffic signals, light poles, fire hydrants, and utility boxes; and asphalt paving, traffic striping, and other appurtenant site improvements.

Stevenson Ranch, Santa Clarita (Los Angeles County): Design Engineer responsible for preparation of infrastructure plans including street improvements such as the addition of medians, curb and gutter, right and left turn lanes; right-of-way engineering; storm drains; sewer and water; and grading for this single family tract home.

Atwood Street Improvements, City of Moreno Valley: Prepared street improvement plans, specifications and construction cost estimates. Work included removal and replacement of pavement sections, asphalt concrete overlay, repair of existing

curb, gutter and sidewalk, landscape and hardscape improvements, installation of traffic signing and pavement markings, and adjustment of manholes/valves.

Princess Lane Rehabilitation, City of Moreno Valley: Prepared street improvement plans, specifications and construction cost estimates. Work included removal and replacement of pavement sections, asphalt concrete overlay, repair of existing curb, gutter and sidewalk, landscape and hardscape improvements, installation of traffic signing and pavement markings, and adjustment of manholes/valves.

Campbell Avenue Rehabilitation, City of Moreno Valley: Prepared street improvement plans, specifications and construction cost estimates. Work included removal and replacement of pavement sections, asphalt concrete overlay, repair of existing curb, gutter and sidewalk, landscape and hardscape improvements, installation of traffic signing and pavement markings, and adjustment of manholes/valves.

Quartz Hill Drainage Master Plan; Palmdale, CA (Los Angeles County): Project Engineer for the preparation of Storm Drainage Master Plans for the Sphere of Influence (approximately 30 square miles). Project included reconnaissance, hydrology, hydraulics, cost estimating, impact fee analysis and environmental review support.
Deepak Solanki, Page 2

Water Main Replacement, Rancho California Water District: Designed 30-inch water main for Rancho California Water District in Deluz Area (Riverside County). Water main served as a replacement to old aging water main serving avocado groves in the area.

Fire Line Improvements, Riverside County: Numerous Shopping Center's / Commercial / Industrial Projects involving design of on-site Fire Line design. Performed fire line calculations to size the pipe and obtain approval from Rancho California Water District and Riverside Fire Department.

Waterline Improvements, City of Chino Hills: Prepared plans for approximately 2,000 feet of 20-inch diameter water main on Chino Avenue for the City of Chino Hills, crossing San Antonio Creek Bridge

Aqua Dulce backbone Storm Drain Facility; Aqua Dulce, CA (Los Angeles County): Project Manager for preparation of about approximately 6,500 feet of 48" Storm Drain backbone drainage facility to provide relief to exist 36" storm drain.

McBean Parkway Main Sewer Trunk, Valencia, CA (Los Angeles County): Project Engineer for design of 1,800 feet of 24" sewer main truck with a design of a lift station.

Ortega High School; Lake Elsinore, CA (Agency – Elsinore Valley Municipal Water District): Project Engineer for design of 1,200 feet of 12" sewer extension for Ortega High School and prepare sewer area study map in the vicinity.

Sewer Replacement; City of Hermosa Beach: Project Engineer for preparing design drawings of sewer replacement and reconstruction project. The project included designing parallel sewer line system and abandoning existing ageing sewer mains. Total replacement included around 2,700 feet.

USC Outpatient Aids Building; City of Los Angeles: Project Engineer for preparing sewer and storm drain improvements plans for new Aids Building.

Trabuco Canyon Drainage Study, Rancho Margarita, County of Orange: Project Engineer for preparation of a storm drainage analysis and design storm drain system for new Cell Tower for Nextel Corporation.

Master Drainage and Sewer System for Stevenson Ranch Subdivision, City of Santa Clarita (Los Angeles County); Lennar Homes: Project Engineer for preparing about 3,700 feet of storm drains and 4,200 feet of sewer plans for the subdivision. Design of storm drain included hydrology, hydraulics, storm drainage infrastructure planning, and preparing plan and profile drawings, inlet / outlet structures and catch basins. Sewer plans involved preparing sewer area study calculations, preparing plan and profile drawings of the sewer mains and the lateral connections to each individual home.

Torreno de Flores mixed used Housing Complex; City of Los Gatos (Santa Clara Valley Water District); JR Developer's: Project Manager – for Site development plans for Storm drain and drainage plan, sewer, water and grading plan. The site was roughly about 20 acres.

Indian Street and Cottonwood Avenue, City of Moreno Valley: Design Engineer. Prepared Class II and Class III bikeway and street widening plans, specifications and estimates. The improvements consisted of removal and replacement of curb, gutter, sidewalk, curb ramps, and driveways; relocation of traffic signals, power poles, light poles, fire hydrants, and utility boxes; and asphalt paving, traffic striping, and other appurtenant site improvements.

KRISTIE FERRONATO, P.E., QSD/QSP
PLAN CHECKER

EDUCATION

BS, Civil Engineering

REGISTRATION

Civil Engineer, California #64244

Ms. Ferronato has over 15 years of civil engineering and construction experience on both public and private sector projects, which most of her experience focusing on many aspects of public improvements. Ms. Ferronato has been in charge of public-works infrastructure improvements, private storm drain improvements, site grading, highway design, and construction management. Her expertise includes infrastructure plans, hydraulic and hydrology analysis, computer modeling, grading and cost estimating. Public works improvements included analysis and design of potable water and fire protection distribution networks, wastewater collection, recycled water distribution, pipelines and pump station facilities; including numerous storm drain and highway improvements.

PROJECT EXPERIENCE

On-Call Municipal Map/Plan Check Services, City of Moreno Valley: Project Engineer assigned to provide and manage as-needed municipal map and plan check services for the City of Moreno Valley. Services include plan review and checking final maps, parcel maps, improvement plans, grading plans, hydrologic/hydraulic studies, soils/geologic reports, Engineer Cost Estimates and easement documents in addition to providing other support services as needed for the Land Development Division of Public Works.

As-Needed Constructability Review Services, City of Huntington Beach: Project Engineer assigned to perform constructability review services on an as-needed basis for various capital improvement projects including streets, buildings, water and wastewater facilities, and drainage and flood control.

As-Needed Building and Safety Plan Review Services, City of Laguna Woods: Project Engineer assigned to perform plan review services on an as-needed basis for various capital improvement and private development projects. Services include grading plan review, hydrology/hydraulic analysis, and civil design of capital improvements.

As-Needed Engineering Plan Review Services, City of Irvine: Project Engineer assigned to perform engineering plan review services to the City of Irvine on an as-needed basis. Plan reviews include street design and drainage; landscape irrigation improvements; hydrology and hydraulics; and other several types of infrastructure improvements. Services include plot plan reviews, grading & erosion control plan checks, subdivision map plan check, hydrology and hydraulics checks, street and parkway improvement plan check, and storm drain plan checks.

Temescal Valley Pipeline Project, Elsinore Valley Municipal Water District, Riverside County, CA: This project, funded by the U.S. Bureau of Reclamation was broken down into phases:

- Phase I – This portion of the project consists of 5 miles of 36-inch pipeline in south Corona.
- Phase II – This portion of 4 miles of 42-inch pipeline and 1 mile of 36-inch pipe also in south Corona.

PETER SALGADO, P.E.
PLAN CHECKER

EDUCATION

B.S., Civil Engineering

REGISTRATION

Civil Engineer, CA #63159

With over 17 years of experience, Peter has managed and delivered a variety of public works projects including street improvements; vertical construction and tenant improvements; and water, sewer, and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state, and federal procedures.

In the course of project management, his specific duties include coordinating work of project staff; supervising construction managers and inspectors; managing design development and construction oversight; reviewing project plans, specifications, and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; preparing and presenting City Council/Board Staff Reports; facilitating work related to warranties; and managing project closeout.

PROJECT EXPERIENCE

Tustin La Palma Intersection Widening, City of Anaheim: Constructability Review. This project will widen a 1300 foot portion of Tustin Avenue as well as widen the SR 91 on and off ramp at Tustin Avenue. This project also includes street resurfacing a new raised center median, reconstruction of sidewalks and drive approaches, new curb ramps, traffic signal improvements, storm drain and waterline improvements, parkway and median landscaping and irrigation.

Golden Lantern Roadway Widening, City of Laguna Niguel: Project Manager for this 1.7-mile, \$5.5 million roadway improvements and widening project which required extensive utility coordination for the relocation and adjustment of several facilities, as well as coordination with surrounding schools to alleviate potential traffic impacts.

2nd and 4th Streets Pedestrian and Streetscape Improvements, City of Santa Monica: Project Manager for this \$7 million transit mall improvements project in one of Santa Monica's most frequented commercial areas. Specific issues included compliance with Caltrans requirements and strict scheduling procedures. Project was completed successfully with minimum impact to the surround businesses.

2008-2009 Annual Street Improvements, City of Santa Monica: Project Manager for this \$4 million project to improve streets, sidewalks and parking lots citywide. Specific issues included multiple agency and utility coordination. Scope of work included over 50,000 sf of sidewalks; 20 ADA ramps; 10,000 sf of driveways; 12,000 lf of curb and 18,000 lf of gutter plate.

8th Street and Pier Avenue Improvements, City of Hermosa Beach: Project Manager for these two ARRA-funded projects to improve vehicular travel and general aesthetics.

Yorba Linda Boulevard Street Rehabilitation, City of Yorba Linda: Project Manager for this \$2.5million rehabilitation project. Work included contractor mobilization, traffic control, cold milling, and asphalt concrete overlay, slurry seal, adjusting manholes, survey monument covers and valve covers to grade, pavement striping, and markings for several residential streets, and construction of several ADA Access Ramps.

As-needed Construction Management & Inspection Services, City of Huntington Beach: Project Manager for multiple construction projects in Huntington Beach including Street Reconstruction/ Overlay/ Resurfacing, Parkway Improvements, Traffic Signal Modifications and Installations, Pump Station Rehabilitation, Sewer Line Rehabilitation, Cathodic Protection Systems, Reservoir Construction, and Water Main Replacement.

On-Call Public Works Inspection Services, City of Downey: Project Manager overseeing inspectors providing on-call inspection services to supplement and assist city staff in implementing various capital improvement projects and public works permit inspections. Projects include:

- Downey Boulevard Improvements
- Lakewood Boulevard Improvements
- Paramount Boulevard Improvements

Ball Road and Bloomfield Street Storm Drain and Intersection Improvements, City of Los Alamitos: Project Manager for this \$1 million project to install 1400 lf of storm drain pipe and rehabilitate adjacent roadway.

Trabuco Road Street Resurfacing, City of Lake Forest: Construction Manager for this 1.5-mile, \$573,000, federally-funded ARRA project. Scope of work included cold milling; reinforcement fabric installation; asphalt overlay; construction of curb, gutter and sidewalk; and removal and replacement of existing asphalt.

El Toro Park Renovations, City of Lake Forest: Construction Manager for this \$600,000 park renovation with improvements including upgrade of existing tot lot, new exercise lot, erosion and sediment control plan, grading, decorative hardscape, block wall construction, drainage, and landscape and irrigation.

Etnies Skate Park Expansion, City of Lake Forest: Construction Manager for this \$737,000 skate park expansion with improvements including site grading; installation of a storm water drainage system consisting of drain lines, inlets, trenching, bedding, backfill and outfall connection for entire skate park; concrete improvements for curb, gutter, sidewalk, and skate park equipment; metal fabrication; installation of fencing, gates and signage; and installation of striping and painting.

Trabuco Streetscape, City of Lake Forest: Project Manager for one mile streetscape project The improvements include pavement rehabilitation, traffic signal improvements, parkway landscape improvements, raised landscape medians, storm drain modifications, street widening, and a sidewalk and bike lane.

SR-91 On-ramp Improvements, City of Buena Park: Project Manager overseeing inspection for the SR-91 freeway eastbound on-ramp widening project located northbound on Beach Boulevard. Work included rough and fine grading; construction of a retaining wall; miscellaneous drainage improvements; miscellaneous concrete improvements; construction of new AC pavement; striping, signage and pavement markings; and, new landscaping and irrigation.

On-Call Construction Management/Construction Inspection Services, City of Lake Forest: Project/Construction Manager for several projects as a part of a 3 year contract and 1 year extension for 19 capital improvement projects with an estimated budget of \$14 million. Projects, many which occurred simultaneously include:

- Park Playground Equipment Replacement
- Traffic Signal Preemption
- El Toro Park Renovations
- Trabuco Road Street Resurfacing
- Slurry Seal of Various Streets
- Asphalt Overlay of Residential Streets
- ADA Wheelchair Access Ramp Imps.
- Etnies Skate Park Expansion
- Rue De Fortuna Traffic Signal Installation
- Heroes Park Snack Bar and Restroom
- El Toro and Jeronimo Streetscape Improvements
- Front Street & Orange Street Improvements
- Crack Seal and Slurry Seal of 2 Residential Neighborhoods
- Rockfield Streetscape Improvements
- ADA Access Ramp Improvements, Phase IV
- Whisler Drive Improvement

SOURI AMIRANI, P.E.
PLAN CHECKER

EDUCATION

M.S., Civil Engineering, Water Resources
B.S., Chemistry

REGISTRATION/AFFILIATIONS

Civil Engineer, California No. 36060
2011 APWA Public Sector Leader award
2005 Exceptional Quality Service Award by the City Manager, City of Santa Ana
American Public Works Association, Southern CA Chapter – Chair of Public Relations Committee
Nominee of the 2007 Orange County Business Journal Woman of the Year
Institute of Transportation Engineers – Member
American Society of Civil Engineers – Member
International Right-of-Way Association – Member
International Appraisal Institute – Member
American Public Works Association –Lifetime Member

Ms. Amirani is an experienced public works manager with over 30 years of high-level agency experience and a proven track record of long-term strategic planning and program management with a citywide focus. She possesses refined negotiation skills and a demonstrated ability to reach consensus among internal departments as well as outside agencies, including Federal, State, City and other local organizations. She has experience in directing and managing the Engineering Division of with a combined operating and Capital Improvement budget of \$150 million and has provided project management and technical support on a number of projects and programs.

PROJECT EXPERIENCE

Interim City Engineer, City of Santa Ana: Management of Engineering Division consisting of 4 sections; Traffic & Transportation, Construction, Design and Development (Subdivision). Supervised staff of 52 engineers, technicians and administrative staff. Responsible for operating budget of \$8.0 million and the Capital Improvement Program of over \$100 million. Instituted organizational changes to be more effective and efficient to respond to budget crises and staff reductions.

Deputy City Engineer: Management of 15 professionals, performing engineering and architectural services for all projects within the public rights-of-way; including streets, storm drains, parks and public buildings. Major capital projects in process or recently completed under our auspices represent an investment of roughly \$170 million. Develop the Division's goals and objectives, the annual operating budget and monitor its effectiveness to ensure compliance with the City philosophy of Total Quality Service through Continuous Improvement. Prepare the City's Capital Improvement Program (CIP) for both the annual budget and the 7-year CIP; which includes annual design projects advertised for bid ranging in magnitude from \$20 to \$80 million.

Principal Civil Engineer, City of Santa Ana: Management of the design, right-of way and NPDES operations. Manage the acquisition and inventory of properties required for public works projects. Coordinated the development and monitoring of the City's permit requirements for Best Management Practices (BMP) with City departments for compliance; including street sweeping practices, hazardous material spills with the Fire Department and grading and drainage plan check with the Building Department. Created a funding strategy for the City's \$3 million Storm Water Enterprise.

Senior Civil Engineer, City of Santa Ana: Management of the Design Engineering Section for delivery of the design projects for all City Departments within City R/W. Developed the City's first Pavement Management Program in 1987 and pioneered the use of computer systems in managing the City's sidewalk network for repair and replacement to reduce the potential liability against trip & fall claims. This program was later combined with the City's Pavement Management Program and has been used to maintain the inventories, which is an important tool in preparation of the CIP projects. Developed the City's first comprehensive Drainage Master Plan in 1992 and revised the drainage assessment fees accordingly. The initial Master Plan had not been updated since 1969. Integrated the Master Plan with the City's GIS system. Developed the City's ADA transition plan to comply with the Federal mandate imposed in 1990. Facilitated the implementation of the plan with other departments for inclusion in the Capital Improvement Program.

Associate Engineer, City of Santa Ana: Supervised a design group that prepared civil engineering and architectural drawings for public works construction improvement projects. Prepared requests for proposals selected and managed outside consultants required to augment the staff. Initiated the automation of the Design Division's project design and drafting functions. Major projects included the construction of a design-build parking structure, drainage facilities and local street pavement rehabilitation projects.

Children's Zoo at Prentice Park and playground, City of Santa Ana: Project Manager for the zoo expansion in the City of Santa Ana. The project also included a learning center, trails, picnic area and playground. A total budget of \$4.0 million
Centennial Regional Park: cost of \$360,000
Bomo Koral & Lillie King Park: Cost of \$400,000

Playground Equipment renovations and new, City of Santa Ana: Project manager for a number of Playground Equipment projects including renovations, replacement and new installations. Parks such as : Delhi Park, Adams Park, Carl Thornton (Kiwans barrier free) Park, Logan neighborhood Park, French Park,

Morrison and Sandpoint to name a few. Projects span over a 20 year period and included various equipment to fit the needs the community such as slides, climbers, swings, educational panels and most importantly the rubber surfacing to ensure that the children are safe while at the playground. Received grants from state agencies for the recycled rubber to have at least 25% recycled material.

Parks & Recreational Facilities, City of Santa Ana: Planned, designed and constructed numerous parks & recreational facilities for the Parks Department. Facilities included: El Salvador Community Center in 2006, Jerome Community Center (APWA award winner) in 2008, McFadden & 3rd street senior centers. Projects included community outreach and public meetings, space planning and design and value engineering and partnering.

Bristol Street Parkway Landscaping: Project Manager for programming design and construction of several segments of Bristol street widening project including median and parkway landscaping. Total budget in excess of several million dollars. Parkway design to include drought tolerant landscaping, trees with root barriers to protect adjacent sidewalk, drip irrigation systems. Recent project to include swales to control the storm water and to comply with recent NPDES regulations.

Arterial and Residential Parkway projects: Planned, designed and constructed hundreds of miles of parkways in conjunction with street projects. Residential parkways included wide landscape areas to separate traffic from pedestrians. Landscaping included trees, ground covers, and grass in some areas. Arterial streets included trees with deep roots and low water requirements.

THOM COUGHRAN, PE
PLAN CHECKER

EDUCATION

BS, Civil Engineering, California State University, Long Beach, 1984

REGISTRATION

Civil Engineer, California & Arizona, CA License # C50092

CA Distribution Operator Certification, Grade 5

AFFILIATIONS

American Water Works Association Member

Metropolitan Water District- Emeritus Director (1997-2005)

A-21 Committee Rep. with D. I. Foundation Research (1995-2012)

California Municipal Utilities Association - Board of Governors (1999-2002)

Mr. Coughran has over 35 years of experience in civil engineering design & project management and public works management, with a specialization in water services, transportation, and distribution. He is a licensed engineer in the states of California and Arizona and a member of the American Water Works Association (AWWA). He is currently the Director of Public Works for the City of La Habra. His solid network of colleagues has grown with his experience within the engineering divisions of several other cities and districts in the surrounding area, including his position as Water Resources Manager for the City of Santa Ana, Water Systems Manager for the City of Fullerton, Principal Water Engineer for the City of Anaheim, and District Engineer for the Mesa Consolidated Water District.

PROJECT EXPERIENCE

City of La Habra, La Habra, CA - Director of Public Works – Retired: Direct and participate in the development and implementation of department goals, policies, and ensure for compliance. Review policies and work of outside service providers and contractors as they relate to public work programs and programs that include; enhancements and maintenance to the water and sewer system, and programs for streets and parks programs. Responsible for the oversight of plans, specifications, design, quality control and construction of the following capital improvement projects:

- **La Bonita Pump Station** – Project included; five booster pumps for 11.5 MGD, buried 250,000 gallon blending reservoir, 750 kw emergency generator, SCADA controls and chlorination system. Budget was \$8.4m.
- **La Bonita Transmission Water Main** – 10,500 lineal feet of 24-inch CML&C steel pipe including bore/jack trenchless technology under a railroad crossing, including traffic control and relocation of existing facilities. Budget was \$1.6m.
- **Citywide Water Main Replacement Program** – project included multiple locations within the City limits to upgrade 6-inch through 12-inch water mains, which includes new water services, fire hydrants, and PRV stations. Design included various street redesign/construction locations. Budget was \$8m over two years.
- **Portola Park Water Well** – Design/build a third water well to a depth of 1,000 feet including a 150-hp electric motor and 2,500 lineal feet of 12-inch PVC C-900 pipeline into the La Bonita Pump Station with a 1,100 GPM capacity, including SCADA connections into City's system for fully automatic operations. Budgeted cost was \$1.8m
- **La Bonita Water Well** – Drilled the City's second water well, equipped with vertical pump with 850-GPM capacity and 150-hp electric motor, 1,200 lineal feet of 8-inch PVC-C900 discharged into La Bonita Pump Station's blending reservoir, along with pumping facility to an existing storm drain line, with instrumentation to operate including hydraulic controlled by cla-valve and connected to City's existing SACAD system. Budget cost was \$1.6m

City of Santa Ana, Santa Ana, CA - Water Resources Manager: Provide skilled leadership for developing and implementing department goals and objectives, prepare/manage annual budget, implement an effective field maintenance/system operation activities, execute a safety program and enhance coordination between professional and field personnel. Provided design and oversight to various capital improvements that include the following:

- **Garthe Reservoir** – Preparation of plans, specifications and estimate (PS&E), quality control for construction for two 6-million gallon reservoirs for the water system, including electric level controls, piping and valves to distribution system. Budgeted costs \$6.8m.
- **Two Water Wells**- In conjunction with OCWD pumping program, designed and drilled two water wells. Each well equipped with vertical pump with 2,000-GPM capacity and 250-hp electric motor, 500 to 1,000 lineal feet of 12-inch PVC-C900 discharged into distribution system, along with all required instrumentation and controls required to operate the wells from City's SCADA system. Budget cost was approx. \$3.7m
- **Garthe Water Well** – Prepared plans, specifications for the drilling a water well, equipped with vertical pump with 1850-GPM capacity and 250-hp electric motor, 500 lineal feet of 12-inch PVC-C900 discharged into new Garthe reservoirs and distribution system, with pumping facility to an existing storm drain line, and instrumentation to operate including hydraulic controlled by cla-valve and connected to City's existing SACAD system. Budget cost was \$1.9m
- **Citywide Water Main Replacement Program** – Project included multiple locations within the City limits to upgrade 6-inch through 12-inch water mains, which includes new water services, fire hydrants, and PRV stations. Design included various street redesign/construction locations. Budget was \$12m over six years

City of Fullerton, Fullerton, CA- Water System Manager: Efficiently planned, scheduled and directed the operation of the City's Water Engineering Department water system, quality control and rate setting. Managed the department's annual budget/expenditures and developed and implemented department goals and objectives. Prepared and managed design/construction of CIP with budget controls, which included the drilling/development of a new water well. Effectively communicated activities with other City departments, outside agencies and presented to City Council and public on related legislative water issues. Provided responsible and complex administrative support to the Director of Engineering and City Manager.

City of Anaheim, Anaheim, CA- Water Field Manager: Directed, planned, and organized the water production, transmission/distribution maintenance and system operations for capital projects within the Public Utilities Department. Prepared Division's annual budget & expenditures with goals and objectives. Monitored capital improvement projects as identified:

- **Citywide Water Main Replacement Program** – Provided oversight for water replacement project at multiple locations within the City limits to upgrade 6-inch through 12-inch water mains, which includes new water services, fire hydrants, and PRV stations. Project included new lining procedures in existing water mains. Design included various street redesign/construction locations. Budget was \$8.5 m.
- **Crescent Street Water Well** – Design/build a water well to a depth of 1,200 feet including a 250-hp electric motor and 500 lineal feet of 12-inch PVC C-900 pipeline into the distribution system with a 1,500 GPM capacity, including SCADA connections into City's system for fully automatic operations. Budgeted cost was \$1.5m

Mesa Consolidated Water District, Costa Mesa, CA - District Engineer: Capably planned, scheduled, and supervised daily assignments and activities of the Engineering Department. Developed department's annual budget, managed the CIP- Master Plan for design, construction and inspection on CIP. Administered the contract within budget and schedule. Assisted in developing a Developer Impact Fee - initiating District revenues. Oversight for various capital improvements such as;

- **Water Well No. 6** - Design/build a water well to a depth of 1,300 feet for the purpose of developing an Ozone plant having a capacity of 2,500 gpm resulting from high H₂S levels. Budgeted cost was \$1.2m
- **Water Well No. 7** - Drilled a new water well to a depth of 1,000 feet including a 150-hp electric motor, chlorination and 1,000 lineal feet of 8-inch PVC C-900 pipeline into the distribution system with a 1,100 GPM capacity, including SCADA connections into District's system for fully automatic operations. Budgeted cost was \$1.2m
- **District's 10m Gallon Reservoir** - Oversight for construction of a 10m gallon reservoir, including five booster pumps, two 25w hydro-power units for reservoir electric lighting and discharge piping to distribution system. Budgeted costs \$6m.
- **Distribution Transmission Main** – Design and constructed 12,000 lineal feet of 30-inch CML&C steel pipe including bore/jack trenchless technology under a roadway bridge, including an impressed current cathodic protection system, traffic control, relocation of existing facilities and street reconstruction. Budget was \$1.6m.

JEFF GARVEY, PE
PLAN CHECKER

EDUCATION

B.S. Civil Engineering

REGISTRATION

Civil Engineer, California #33022

Mr. Garvey has more than 40 years of successful public and private sector experience in the planning, design, management, construction, and marketing of major water and wastewater infrastructure projects. During the past 25 years, responsible for planning and/or design of projects worth more than \$1 Billion, many of which won major professional awards. Served as Engineering Project Manager for the EIR phase of the 2002 SDCWA Regional Water Facilities Master Plan. Most recently, served as special consultant for the 2012 update to this master plan, which included development of a new computer simulation model of the system.

PROJECT EXPERIENCE

La Paz/Moulton PW System Configuration, Moulton Niguel Water District: Project Engineer providing QA/QC for the preliminary and final design of the construction of approximately 1500-feet of 12-inch potable water main along Moulton Parkway and La Paz Road and their connections to the existing system as well as abandonment of the existing pressure reducing station and water lines. The improvements will combine the water and fire systems and provide point of connections at the driveway right-of-way at the end of the commercial property for future connections to the District's 450-zone water.

Sweany Water Line Replacement" for Laguna Beach County Water District: Project Engineer providing QA/QC for the design of the Installation of 2000 feet of new CIPP lining material inside an existing 8 inch CML&C water line for Laguna Beach County Water District. Existing pipe showed signs of corrosion and deteriorations and CivilSource performed design and inspection of installing new liner, including installation, testing, and final acceptance. Project also included removal and replacement of approximately 4000 feet of existing 8-in CML&C pipeline. Total construction cost \$500,000.

Bette Davis Recycled Water Project, City of Glendale Department of Water & Power: QA/QC Manager on behalf of the Owner's Representative for the design-build of the Bette Davis Recycled Water Project. The project generally consists of construction of new 8-in PVC Recycled Water transmission line to Bette Davis Park. Final portion of the pipeline will be constructed within the City of Los Angeles and requires permitting and coordination with the City of Los Angeles. The project is being completed through a single Design-Build Entity (DBE).

Regional Water Facilities Master Plan, San Diego County Water Authority: Engineering Project Manager of the EIR phase of the \$1.8 Billion master plan. Project won American Planning Association Award of Merit for the State of California (in the category of comprehensive planning document). Served as special consultant for update of the plan ten years later.

Water and Sewer Master Plans: Project Manager for water and sewer master plan projects for the City of Poway (1987 and 2000 update), City of Garden Grove, City of Escondido, U.S. Army facilities in Worms, West Germany, and three County of San Diego Sanitation Districts.

Desalinated Water Conveyance Facility, San Diego, CA: Project Manager for the planning phase and preliminary design of a 10-mile long pipeline to deliver desalinated seawater from a plant near the coastline to the San Diego County Water Authority's Second Aqueduct. The recommended project includes a 60-inch steel pipeline operating at pressures up to 520 psi, a high-lift pump station featuring a configuration of five 8,000 HP pumps, and a sophisticated surge-prevention system. The estimated cost of the recommended system was \$190 Million. Project won CELSOC (Consulting Engineers and Land Surveyors of California) State of California Engineering Excellence Award.

Aqueduct PCCP Relining Projects: Total of five projects designed including: Pipeline 3 Relining from Highway 52 to Lake Murray; Pipeline 4 Relining under I-15; Pipeline 3 and Pipeline 4 Relining from Miramar Hill to Miramar WTP; Pipeline 4 Relining from Highway 52 to Lake Murray; and Pipeline 3 Relining from Miramar WTP to Highway 52.

Emergency Aqueduct Repair Projects: Total of four projects including: Pipeline 4 Break South of Del Dios Highway; Pipeline 3 in Mission Trails Park (including emergency intertie at Lake Murray); Jackson Drive Crossover Reconfiguration; and Pipeline 4 under San Diego River emergency relining.

Rose Canyon Trunk Sewer, San Diego, CA: Principal-in-Charge for design of four miles of 60-inch pressure class gravity sewer and force main. The design included several jacked/tunneled sections under major obstacles (State Highway 52, La Jolla Village Drive, Genesee Avenue), several special junction/diversion structures, and major reaches of construction in a sensitive open space area. The project won a 1995 ASCE San Diego Section Award for Outstanding Civil Engineering Project.

Morena Boulevard Interceptor, San Diego, CA: Project Manager responsible for supervising design of 4 miles of 72-inch sewer to supplement capacity of the existing East Mission Bay Interceptor. Features of this \$21 million project included 4,000 feet of tunneled construction, two live-connection special junction structures, and an open-cut crossing of the AT&SF railroad. The project won a 1993 ASCE San Diego Section Award for Outstanding Civil Engineering Project.

EPA Standby Interceptor Project, South Bay Land Outfall, San Diego, CA: Supervised design of \$20 million improvement project to intercept and dispose of surface sewage flows entering the U.S. from Mexico. The project included a 144-inch diameter plastic-lined RCPP, which ultimately became the land portion of the outfall pipe for the International Wastewater Treatment Plant in the Tijuana River Valley of San Diego. Also served as Project Manager for preliminary design of a 60 mgd (93 cfs) high-head pump station. The project won a 1992 ASCE San Diego Section Award for Outstanding Civil Engineering Project.

San Vicente Pump Station, SDCWA, CA: Principal-in-charge of high capacity, high-head pump station featuring three 7,000 HP pumping units and a sophisticated surge management system involving a 2 MG tank.

Penasquitos Trunk Sewer Relief Project Pump Station, San Diego, CA: Project Manager for 32 MGD (50 cfs) pump station for the Metropolitan Wastewater Department of the City of San Diego. This pump station includes a total of 4,000 HP of installed pumping units, to operate at a discharge head of up to 440 feet. The station features dual power supplies, a microprocessor-based control system, a complete chemical odor-control system, and extensive site improvements including an innovative public art treatment of a major retaining wall. Reliable surge control for this facility is provided by a 20,000 lb-ft-squared flywheel attached to each motor shaft. The project

completed construction in August, 1999, and in 2000 was awarded two major ASCE design awards (both local section and state-level awards).

Main Street Pump Station, Irvine, CA: Served as project engineer for this pump station, which is the main outfall pump station for wastewater collected from the Irvine Ranch Water District service area. The initial installed capacity was 25 MGD, and it is designed to be easily expanded in increments up to an ultimate capacity of 80 MGD. This pump station was chosen as a special tour site when the Water Environment Federation held its national conference in Anaheim.

International Wastewater Treatment Plant, Tijuana River Valley, CA: Project Manager for predesign study of 100 mgd international wastewater facility. The Preliminary Report includes comprehensive consideration of: Framework Alternatives to the International Plant project involving interceptor projects, Mexican projects, and alternative plant sizes; Site Alternatives, including review of 10 previously identified candidate sites and identification of a preferred alternate; Process Alternatives for all processes resulting in selection of preferred alternatives for headworks, primary, secondary, solids, and other processes; and Design Criteria developed in detail for each preferred process.

Repurified Water Conveyance System Pump Station, San Diego, CA: Project Manager for preliminary design of this 18 MGD pump station. The proposed station featured four 900 HP pumps delivering flow through a 23-mile conveyance pipeline at heads up to 350 psi.

Interlocken Pressure Booster Station, Broomfield, CO: Project Manager for this 5,500 gpm (12 cfs) water pump station providing the entire supply for a 600 acre industrial development.

DEREK KARIMOTO, P.E.

PLAN CHECKER

EDUCATION

BS, Civil Engineering

Registration

Civil Engineer, California #42356

Mr. Karimoto has over 30 years of civil engineering and construction experience spanning back to 1983 with both public and private sector projects. Derek has been in charge of water resources, master plan of drainage studies, flood-control retention basin routing, subdivision / public-work infrastructure improvements, utility relocation / coordination, site grading, highway design, and golf course development. His expertise includes hydraulic and hydrology analysis, computer modeling, grading and infrastructure plans, budgetary land sale and cost estimating.

PROJECT EXPERIENCE

Mountain Avenue Improvements, City of Ontario:

Senior Project Manager responsible for the preparation of improvement plans, specifications, estimates, and construction engineering support for this \$2.0M roadway widening and Improvements project. Improvements included widening the roadway by 10 feet; cold milling and construction of ARHM overlay; commercial driveway approaches; catch basins; storm drain improvements; raised median with landscaping and irrigation; traffic signals and interconnect facility modifications; street lights; ADA compliant sidewalks with landscaping and irrigation; potable water and recycled water improvements, and traffic control.

3rd Avenue Street Widening Improvements, City of Chula Vista:

Senior Project Manager responsible for the preparation and coordination of plans and specifications for this improvements project. Improvements included adding an additional lane, curb and gutter, ADA sidewalks and driveway approaches, street lights, traffic signal modifications and drainage improvements.

Castaic Regional Sports Complex Street Widening Project, Los Angeles County:

Senior Project Manager responsible for the preparation of plans and specifications which required coordination of work with Los Angeles County Public Works, Bureau of Street Lighting, and multiple utility agencies; and construction engineering support. Improvements included the widening of Castaic Road ranging from 5 to 20 feet in width; cold milling and construction of AC overlay; commercial ADA compliant driveway approaches and sidewalks; fire hydrants; landscaping and irrigation; street lights; potable water; natural gas and electrical power supply; and sanitary sewer connection.

J Street Widening Improvements, City of Chula Vista: Senior Project Manager responsible for the preparation and coordination of plans and specifications for this improvements project. Improvements included providing a transition from one lane to two lanes, curb and gutter, ADA sidewalks and driveway approaches, street lights, traffic signal modifications and modifying an existing catch basin and storm drain facility to accommodate the addition of a right turn only street improvement.

Cajalco Road Realignment, Riverside County: Project Manager responsible for the preparation of plans and specifications which required coordination of work with Riverside County Public Works, Metropolitan Water District (MWD), and multiple utility agencies. Improvements included preparing roadway alignment for approximately one (1) mile of roadway utilizing Riverside County Transportation Department (RCTC) design criteria; including super elevation and minimum curve radii. In addition, supervised the preparation of right-of-way calculation, preparation of written legal descriptions, and construction cost estimates.

ART BISCOCHO
PLAN CHECKER

EDUCATION

A.A., Mechanical Drawing

Mr. Biscocho has over 20 years of experience preparing construction plans, specifications, and cost estimates.

PROJECT EXPERIENCE

Yorba Linda Boulevard Rehabilitation, City of Yorba Linda: Designer assisting with the development of plans, specifications and estimates for a 2 mile primary arterial highway rehabilitation project. Services also required coordination with Caltrans. Improvements included asphalt overlay and reconstruction, curbs and gutters, cross gutters and spandrels, sidewalks, driveways and driveway approaches, wheel chair ramp designs meeting ADA requirements striping, traffic signal loops, and traffic control.

Western Avenue Sewer Improvements, City of Stanton: CAD Designer assisting with the preparation of construction plans, specifications, and cost estimates for the Western Avenue Sewer and Street Improvement Project. The project included the replacement of approximately 1,400 linear feet of existing 12-inch diameter VCP gravity sewer with hydraulic deficiencies and structural defects. The sewer was replaced with a 15-inch diameter VCP gravity pipe. Street improvements included pavement rehabilitation (grind and overlay), traffic striping plan, and adjustment of utilities to new pavement grade. Construction bid documents were prepared including bid proposal, bid form, contract requirements, general provisions, and technical specifications for sewer and street improvements.

Cerritos Avenue Widening, City of Cypress: Designer for the Cerritos Avenue Widening Project. The project will widen the street to relieve an existing bottleneck. CivilSource was able to design the widening improvements without any right-of-way acquisition. Improvements include street widening to provide additional through capacity; removal and replacement of curb, gutter, sidewalk, curb ramps, and driveways; relocation of traffic signals, power poles, light poles, fire hydrants, and utility boxes; and asphalt paving, traffic striping, retaining wall construction, and other appurtenant site improvements.

Walkway Accessibility Improvements at Two Parks, City of Moreno Valley: Designer for the design of sidewalk improvements. The scope of work generally consists of removal and replacement of concrete walkway to conform to Americans with Disabilities Act (ADA)/California Code of Regulations Title 24 – Accessibility relations, including crossings, irrigation modifications, replacement plant material, and drainage improvements. Both park projects are receiving CDBG-R federal funds.

Annual Slurry Seal and Street Rehabilitation (Zone 4 & 5), City of La Habra Heights: CAD Designer assisting with the design of the City's annual maintenance and slurry seal program, drainage improvements, and slope repair and stabilization.

SR25 Hermosa View Improvements, City of Hermosa Beach: Designer for the design engineering of the Hermosa View School Safe Route to School Project. The existing routes to Hermosa View School are characterized with lack of continuous sidewalk, limited sight distance, outdated signage, high commuter traffic, crossing deficiencies, incomplete crosswalks and other features that contribute to hazardous conditions for students walking or biking to school. The improvements will include installation of continuous sidewalk and ADA curb access ramps; installation of crosswalks and pedestrian countdown signals; upgrading of school zone signs; and the addition of stand back lines with barriers in front of the school.

ELDON GRAMLEY
PLAN CHECKER

Mr. Eldon Gramley offers over 30 years of public works experience acting in a variety of roles including plan review, design engineering, project management, mapping, land development, and pavement management. He has managed numerous municipal projects throughout California from initial planning through final design and construction management. He has accumulated a diverse experience base in infrastructure including master planning, evaluation and analyzing street rehabilitations, traffic signal modifications, park improvements and construction of various public works facilities. He is familiar with the approval and permitting procedures of federal, state, county, and local jurisdictions. His experience ranges from conceptual and master planning to final design and construction management.

PROJECT EXPERIENCE

University Drive Improvements, City of Irvine: He was responsible for the development of plans, specifications and estimates for this \$1.7M roadway improvements project which required coordination of work with the Irvine Companies, Caltrans and multiple utility agencies; an arboricultural evaluation; and construction engineering support. Improvements included removal and replacement of existing curb and gutter and median, cold milling and construction of ARHM overlay, and installation of tree root barriers.

Stage Road Rehabilitation, City of Buena Park: He assisted in the development of plans, specifications and estimates for this \$1.1M roadway rehabilitation project. Improvements included total pavement reconstruction, redesign of existing cross sections as needed to improve drainage and drivability, and repair of damaged sections of the asphalt.

Trabuco Road Streetscape, City of Lake Forest: He provided the constructability review for this \$2.67 million streetscape project for the City of Lake Forest.

El Toro Park Renovations, City of Lake Forest: He conducted the constructability review for this \$600,000 park renovation with improvements including upgrade of existing tot lot, new exercise lot, erosion and sediment control plan, grading, decorative hardscape, block wall construction, drainage, and landscape and irrigation.

Yorba Linda Boulevard Rehabilitation, City of Yorba Linda: He assisted in the development of plans, specifications and estimates for this 2 mile primary arterial highway rehabilitation project. Improvements included asphalt overlay and reconstruction, curbs and gutters, cross gutters and spandrels, sidewalks, driveways and driveway approaches, wheel chair ramp designs meeting ADA requirements striping, traffic signal loops, and traffic control.

Additional Experience:

- Prepared street improvement plans and street rehabilitation PS&E for various agencies including the cities of Irvine, Tustin, Laguna Woods and Mission Viejo.
- Prepared and processed permit issuance through appropriate agencies: construction drawings, WQMPs and SWPPPs, utility plans, final maps, and lot line adjustments.
- Provided construction support during implementation of improvement plans
- Prepared plans, specifications and addendums for Public Works projects for the City of Laguna Woods.
- Provide Public Works inspections for City of Laguna Woods.
- Provide review and approval of developer improvement plans for City of Laguna Woods.
- Supervised and participated in the development and implementation of the City of Irvine's GIS Mapping system.

MIKE MAHANI
PLAN CHECKER

EDUCATION

M.S. in Civil Engineering (Emphasis: Const. Eng. Mgmt.) December 2012, California State University Long Beach

B.Sc. in Materials Engineering September 2007, Iran University of Science and Technology

Mr. Mahani is an experienced engineering and document control technician. He earned his Masters of Science in Civil Engineering and has worked in the engineering and construction industry as a Technical Engineer, Construction Administrator, and Project Coordinator. His experience includes providing technical support to project teams including local agency staff, developers, inspectors and property owners. His experience includes the design and contract management of several million dollars in public, commercial and residential construction related activities. As a Technical Engineer Mr. Mahani has provided support in design drawings of site work and field calculations. As a Construction Administrator, he has been responsible for construction oversight, schedule management, budget tracking, and contractor negotiations. He has gained considerable knowledge while providing extensive coordination between various engineering disciplines and public agencies.

PROJECT EXPERIENCE

Technical Engineer/Project Coordinator, Aram Construction Company, Beverly Hills, CA:

Performed a variety of technical support and field related activities including assisting with the project and document control process in receiving, logging and distribution of documents, and project scheduling. Other responsibilities included:

- Successfully developed and implemented a streamlined method of receiving, logging, organizing, tracking and disseminating all construction related documentation.
- Assisted with technical aspects of work during project construction including minor field design of improvements. Applied engineering principles to field problems.
- Reviewed field conditions and evaluated projects to determine appropriate engineering and construction methods.
- Met and communicated with citizens and/or associations on proposed projects.
- Obtaining required permits from government agencies.
- Tracking incoming and outgoing material submittals and "requests for information".
- Facilitated progress meetings.
- Budget and schedule control.

Technical Engineer/Project Coordinator, C&P Construction Development, Los Angeles, CA:

Performed a variety of technical support and field related activities including assisting with the project and document control process in receiving, logging and distribution of documents, and project scheduling. Other responsibilities included:

- Assisted with technical aspects of work during project construction including minor field design of improvements.
- Reviewed field conditions and evaluated projects to determine appropriate engineering and construction methods.
- Met and communicated with citizens and/or associations on proposed projects.
- Obtaining required permits from government agencies.
- Tracking incoming and outgoing material submittals and "requests for information".
- Facilitated progress meetings.
- Budget and schedule control.

GARY RENDANO

PLAN CHECKER

EDUCATION

Bachelor of Science, Civil Engineering, 1997, California State Polytechnic University, Pomona, CA

Associate of Science, Physics and Mathematics, 1995, San Bernardino Valley College, San Bernardino, CA

Computer Skills: Autodesk Civil3D 2013, AutoCAD LDD 2009, MicroStation, Staad, MS Excel, MS Word, Adobe Illustrator, Adobe Photoshop, AES Hydrology, Primavera, PDS (piping design), MathCAD

Mr. Rendano has over 17 years of experience managing and delivering a variety of public works and private construction projects. Working with a variety of agencies, he is thoroughly familiar with local, state, and federal procedures. His project management responsibilities entailed acting as project representative and coordinating work between agency staff, architect-engineer, the contractor, and project stakeholders; reviewing project plans, specifications, and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; reviewing and responding to requests for information; reviewing submittals; coordinating materials testing and special inspection; daily field inspection for overall quality assurance and quality control; preparation of daily reports to detail ongoing work and labor force; preparing and presenting City Council/Board Staff Reports; facilitating work related to warranties; and managing project closeout.

PROJECT EXPERIENCE

Victoria Street and Valley Road Traffic Signal Improvements: Project includes traffic signal modifications consisting of implementation of protective-permissive phasing for eastbound and westbound left turn movements, new mast arms for northbound and southbound approaches and CCTV Camera installation. Responsibilities included site observation and construction quality, compliance with contract documents, general site safety, review of change orders, maintaining record documents, progress reports, cost reports and cost-control management.

West 19th Street Corridor Pedestrian Improvement Project, Federal Project No. HISPL-5312(086), City of Costa Mesa: This project improved traffic operations and increased pedestrian safety at six locations along West 19th Street. The congestion and operational issues were abated by the utilization of enhanced safety and traffic operation improvements consisting of: visual enhancement of existing crosswalks; improved safety lighting; new countdown-pedestrian heads; improving the signal displays; and minor reconstruction of concrete improvements within the right-of-way. Additionally, the work included the installation of radar speed feedback signs at two locations along West 19th Street; upgrading the interconnect fiber cable between intersections; and extending the existing bus turnout. Responsibilities included site observation and construction quality, compliance with contract documents, general site safety, review of change orders, maintaining record documents, progress reports, cost reports and cost-control management.

Streets and Parking Lots Rehabilitation at Project Fire Station No. 5 and Canyon Park, City of Costa Mesa: Reconstruction of damaged curb and gutter, sidewalks, driveways, cross gutters and mill and asphalt concrete overlay. The project limits included the fire station parking lot and all of the streets in the canyon Park residential neighborhood. Responsibilities included site observation and construction quality, compliance with contract documents, general site safety, review of change orders, maintaining record documents, progress reports, cost reports and cost-control management.

Construction Manager, Colorado Air Port: Project Manager for design and construction of all taxi way improvements including pavement rehabilitations, widenings and extensions. Responsible for preparing design documents; reviewing, evaluating, and negotiating construction change orders; reviewing and responding to requests for information; reviewing submittals; coordinating materials testing and special inspection; daily field inspection for overall quality assurance and quality control; preparation of daily reports to detail ongoing work and labor force; and managing project closeout.

Victoria Gardens Mall, Rancho Cucamonga, CA: Project Manager for the Victoria Gardens Mall civil site developments in the Inland Empire. Improvements included drainage, irrigation, parks and retaining walls. Responsible for precise grading, profiles, alignments, curb returns, quantity calculations, Water/Sewer/Fire plans, plan check comments, submittals to the city/county, and hydrology reports.

DHL Hub, Ontario, CA: Project Manager for the DHL Hub civil site developments. Improvements included drainage, irrigation, parks and retaining walls. Responsible for precise grading, profiles, alignments, curb returns, quantity calculations, Water/Sewer/Fire plans, plan check comments, submittals to the city/county, and hydrology reports.

Hudson-Burgen Subway Extension Project, City of Newark, New Jersey: Responsible for maintaining a high level of productivity among office personnel; maintaining detailed archives of all construction and shop drawings; all aspects of contract administration; setting up and maintaining computers and LAN for Raytheon field office. \$50,000,000

Ilijian Cogeneration Project, Newark, NJ: Responsible for Structural Design Drawings, precise grading, profiles, alignments, curb returns, quantity calcs, and Water/Sewer/Fire plans. 10-year storm design calculations for detention pond. Specification editing and conforming. \$20,000,000

Saltend, England Cogeneration Project, Newark, New Jersey: Responsible for Structural Design Drawings, precise grading, profiles, alignments, curb returns, quantity calcs, and Water/Sewer/Fire plans. 5-year storm design calculations for detention pond. Specification editing and conforming. \$10,000,000

Civil / Structural Engineer / Construction Manager, Brinderson E&C: Project Manager and Civil/Structural Engineer for various projects in the United States. Responsibilities included design and construction oversight of paving, grading, drainage, and pipeline installation; performing hydrology calculations, pipe support structural calculations, and base plate calculations; responding to RFIs; change order negotiations; and preparation of daily reports. Projects included:

- Construction of SPCC required Containment "pool" with liner for Chevron Companies. Project included design and construction oversight of major grading improvements.
- Construction of SPCC required Containment "pool" with liner for Travis Air Force Base. Project included design and construction oversight of major grading improvements.
- Oakland Support Facility for Travis Air Force Base. Project included design and construction oversight of paving, grading, and drainage improvements.

MATT GREER
PLAN CHECKER

EDUCATION

B.S., Civil Engineering, Oregon State University
A.A.S., Civil Engineering Technology, Mount Hood Community College
A.A.S., Architectural Engineering Technology, Mount Hood Community College

Mr. Greer has 10 years of experience as a qualified Quality Control Observer and Construction Engineer with experience in the management and inspection of public works projects. His projects have included sewer and water related facilities, street rehabilitations, sidewalk improvements, slurry seal projects, landscaping and irrigation, storm drains and vertical construction. He has extensive experience dealing with the public, elected officials, contractors, architects, and engineers. He has been responsible for monitoring construction activities, preparing daily construction inspection reports, verifying compliance with plans and specifications, maintaining record drawings, final inspections, and assisting in field start-ups.

PROJECT EXPERIENCE

Waterline & Roadway Improvements, City of Lomita: Mr. Greer provided Quality Control Observations for two phases of a waterline and roadway improvements project. Work generally consisted of 10,300 linear feet total of water line rehabilitation; 12,300 linear feet total of street rehabilitation; removal and disposal of existing asphalt concrete; construction of finish course asphalt on base course asphalt on compacted subgrade; removal and replacement of portland cement concrete improvements such as curb and gutter, cross gutter, etc.; restriping of the new pavement to match the existing striping; and adjustment of manholes, utility covers and utility boxes to final grade. Duties included inspection of the construction activities, general safety, preparation of daily reports, photo documentation, and assistance with the progress payment review.

Springdale Street Water Main Improvements, City of Huntington Beach: Mr. Greer provided Quality Control Observations for the rehabilitation of a 36-inch and 42-inch steel water transmission main in Springdale Street. The existing 36-inch water main, constructed in 1964, was a 3/16-inch wall cement mortar lined and coated steel pipe, spanning 12,800 linear feet. Deficiencies in the water main included: undersized air and vacuum valves; pump out facilities; access manholes which lacked access vaults; aged interconnection valves; aged in-line valves; an inadequate number of cathodic protection test stations to test for electrical continuity; and electrically discontinuous pipe joints. Duties included inspection of the construction activities, general safety, preparation of daily reports, photo documentation, and assistance with the progress payment review. Total project cost was \$5M.

Runkle Canyon Pipeline Installation Project, Golden State Water Company: Construction Inspector for the installation of approximately 22,000 of 8" to 12" ductile iron pipe. Duties included inspection of the construction activities, general safety, preparation of daily reports, photo documentation, and assistance with the progress payment review.

Water and Sewer Main Systems, City of Cathedral City: As the Construction Inspector for this water and sewer main system project for the City of Cathedral City, Mr. Greer oversaw the construction of 30,000 lf of main line VCP sewer, 20,000 lf of VCP sewer laterals, 18,000 lf of 24"-72" RCP storm drains, 30,000 lf of DIP water main and 1,000,000 sf of street improvements. Duties included inspection of the construction activities, general safety, preparation of daily reports, photo documentation, and assistance with the progress payment review.

Orchard Hills Water Treatment System, City of Irvine: Mr. Greer provided Construction Inspection support for this \$3 million water treatment system project in coordination with the City of Irvine, the Irvine Community Development Company, and the Irvine Ranch Water District. The project consisted of the precise grading of five basins averaging 150,000 sf, construction of maintenance roads and ramps, concrete overflow and spillway structures and an irrigation system.

Pelican Hill Golf Resort, The Irvine Company: Responsible for the inspection of construction of the water and sewer systems for the Pelican Hill Golf Resort. The project included five large concrete cisterns with a capacity totaling 1.2 million gallons, a 360 ft concrete golf cart bridge, 6,000 lf of storm drains, 6,000 lf of sanitary sewer and water, 70,000 sf of retaining walls, and new road construction and existing street improvements.

Sewer Pump Station 45, City of San Diego: Mr. Greer served as the Project Engineer for this \$11 million sewer pump station for the City of San Diego. The project consisted of 15, 840 lf of 10" and 18" sewer force main and 5,120 lf of 24" VCP micro-tunneled sewer main.

Redwood Trunk Sewer and Lift Station 29, City of Oxnard: As the Construction Inspector for this \$21 million project, Mr. Greer oversaw the construction of 15,850 lf of 36" and 42" gravity sewer main, 192 lf of 21.5" sewer force main, and 5,015 lf of storm drains. He was also responsible for the inspection of the new construction of Lift Station.

Quail Hill Natural Treatment System, City of Irvine: Project Engineer for this \$3.5 million treatment systems project with the City of Irvine, County of Orange, Irvine Community Development Company and the Irvine Ranch Water District. The project consisted of construction of maintenance roads and ramps, concrete overflow structures, a concrete spillway structure, 1,200 lf of concrete trapezoid channel widening, and irrigation systems.

Yorba Linda Boulevard Street Rehabilitation, City of Yorba Linda: As Construction Inspector, Mr. Greer was responsible for the site observation and construction quality, compliance with contract documents, general site safety, preparation of daily reports, photo documentation, and assisted with the progress payment review. Work included contractor mobilization, traffic control, cold milling, and asphalt concrete overlay, slurry seal, adjusting manholes, survey monument covers and valve covers to grade, pavement striping, and markings for several residential streets, and construction of several ADA Access Ramps.

Etnies Skate Park Expansion, City of Lake Forest: Mr. Greer served as the Construction Engineer for this \$737,000 skate park expansion with improvements including site grading; installation of a storm water drainage system consisting of drain lines, inlets, trenching, bedding, backfill and outfall connection for entire skate park. Some of his responsibilities included assisting the Resident Engineer with constructability reviews and quantity take-offs.

Utility Operations Facility Upgrades, City of Huntington Beach: During this project, Mr. Greer was responsible for site observation and construction quality, compliance with contract documents, general site safety, preparation of daily reports, photo documentation, review of change orders, and maintaining record documents. Project work included construction of a new 6,714 square foot Operations Building, 11,096 square foot Distribution and Meter Building, 1,029 square foot expansion to the existing production building; construction of covered parking for approximately 15 stalls; new parking layout and landscaping; and relocation of the bulk material storage area and fluoride tanks.

REED SALAN, P.E.
PLAN CHECKER

EDUCATION

B.S., Civil Engineering

REGISTRATION

Civil Engineer, California #C051891

Mr. Salan has six years of experience working with local agencies, including with the City of Santa Ana in traffic operations and engineering, transportation planning, and transportation design. He is also familiar with various software including structural frame loading using RAM, SAP 2000, STAAD. Pro V8i; Rail Track; Primavera; and Traffic Modeling utilizing Synchro. He is also proficient in the use of AutoCAD and Microstation as well as development of subroutines within each program to enhance the efficiency and expedite delivery of high quality design products. His experience includes controlling traffic systems, transportation grant applications and management, design roadway improvements to maximize traffic flow, acting as the direct source and contact person for all new traffic concerns requests, and creating standardization of speed survey results and recommending action.

PROJECT EXPERIENCE

City of Santa Ana/Traffic Engineering Technician:

Responsible for aiding in the planning and design of transportation-related projects, including preliminary engineering studies, development of plans, specifications and estimate (PS&E), and construction administration. Design elements included roadway alignments, profile grades, geometrics, drainage facilities, construction details, construction staging, utility plans and any other component of preliminary engineering studies or PS&E. Duties and responsibilities included participating in traffic engineering field investigations for existing conditions and proposed projects; conducting various engineering and warrant studies; researching project records, files, and plans; preparing/modifying plans using Microstation or manual drafting; prepare presentation materials (maps, charts, spreadsheets, etc.); placing and retrieving radar trailers; conducting/evaluating speed studies, pedestrian and vehicular counts; and issuing business/resident notices. His project experience includes:

Signal Improvements at Fairview and Edna: Mr. Salan assisted with the planning and design of traffic signal improvements at the Fairview and Edna T-intersection. Having received the initial request for traffic concerns at this intersection, Mr. Salan scheduled and analyzed eight hour vehicle volume, 4 hour vehicle volume, peak hour, pedestrian volume, school crossing, coordinated signal system, collision history, and roadway network. He was responsible for the preliminary and final design and funding designations for the completion and construction of the signal improvements.

Stop Sign Specification: Working with the City Engineer, Mr. Salan created a template and standard specification for future locations that were to be studied and approved for stop sign legend and post installation. This was completed per the latest CA-MUTCD and conforming with the latest Caltrans standard plans. While completing this work, Mr. Salan was able to standardize and record all speed survey results, which categorizes recommended actions and affords the City a clean and concise record of what locations have been and require studies.

Raised Pavement Markers: Mr. Salan worked with the neighborhood residents to design improvements that would enhance the maneuverability around sharp turns at the bends of the residential streets. After investigating the distances of roadway segments and neighborhood association limits, Mr. Salan designed and carried out the various striping/RPM'S as part of the residential street rehabilitation project.

JIM PEKARSKE

LANDSCAPE ARCHITECT/PLAN CHECKER

EDUCATION

Bachelors of Science, Landscape Architecture, Cal Poly State University, San Luis Obispo

REGISTRATION

Licensed Landscape Engineer, California License No. 1830

Licensed Landscape Engineer, Nevada License No. 497

PROJECT EXPERIENCE

Mr. Pekraske has over 35 years of landscape plan check experience serving in a variety of roles including Landscape Architecture Plan Reviewer, Consultant Landscape Architect. He has managed numerous municipal projects throughout California from initial planning through final design and construction management and has accumulated a diverse experience base in infrastructure including master planning, evaluation and analyzing street rehabilitations, traffic signal modifications, park improvements and construction of various public works facilities. His diverse experience has also provided him with a thorough familiarity with the approval and permitting procedures of federal, state, county, and local jurisdictions.

Mr. Pekraske has provided landscape architectural services for the following cities and counties:

- Orange County
- San Diego County
- Riverside County
- San Bernardino County
- Los Angeles County
- Long Beach Redevelopment Agency
- City of Irvine
- City of Anaheim
- City of Corona
- City of Costa Mesa
- City of Dana Point
- City of Huntington Beach
- City of Laguna Beach
- City of Laguna Niguel
- City of Mission Viejo
- City of Newport Beach
- City of Palm Desert
- City of Palm Springs
- City of Riverside
- City of San Bernardino
- City of San Clemente
- City of Villa Park

LORRIE VIOLA

LANDSCAPE ARCHITECT/PLAN CHECKER

EDUCATION

Masters of Business Administration, Florida Atlantic University

Bachelor of Landscape Architecture, Michigan State University

AFFILIATIONS

ADA Plans Inspector Certificate

CBC and IBC Commercial Building Inspector Certificate

Lorrie A. Viola has excellent project management experience on diverse recreational, resort, residential, and commercial projects both domestic and abroad. She has managed several parks and parkway landscaping/irrigation projects while a Project and Construction Manager at CivilSource including El Toro Park Renovations, Etnies Skate Park, Heroes Park Snack Bar and Restrooms and Moulton Parkway Phase II. She is also responsible for constructability reviews and field inspection of CivilSource projects that entail playground equipment and landscaping and/or irrigation.

Ms. Viola has established a reputation in the industry of integrity, reliability with a strong understanding of creative problem solving during both design and construction phases; coordinating multidisciplinary and multicultural project teams through the required documents and inspections required of each specific site location. In addition to her Landscape Architecture Degree and MBA, Lorrie has her ADA Plans Inspector, CBC and IBC Building Inspector's Certifications and has excellent on-site field work experience. Lorrie's excellent presentation, communication and community outreach experience along with her passion to provide environmentally accountable spaces for all, keeps both the project team and the public on track throughout all phases of the projects. Lorrie's congenial personality makes her an excellent fit within any project team.

PROJECT EXPERIENCE

Ted Watkins Park, Los Angeles County Department of Public Works: Project Manager for construction of landscape and irrigation restoration, soccer fields, restroom facilities, passive and active pathways, skate park retrofit and storm water infiltration gallery soils investigation for a community park in Watts. Responsible for coordination of weekly meetings; preparation of project submittals, RFIs and RFQs; change order negotiations; and coordination of geotechnical investigation and special inspections.

Four Park Playground Renovations, City of Lake Forest: Project included installation of play structures, swings, water and sand tables, and shade structures; construction of new concrete paving, drainage improvements, curb around play areas; installation of wood fiber impact cushion within play area and play sand; and, transplanting several trees.

El Toro Park Renovations (CDBG funded), City of Lake Forest: Project included installation of new playground equipment, exercise equipment, shade structures and related site improvements including installation of resilient rubber surfacing, drainage improvements, new furnishings, new concrete paving, concrete curbs around water play areas, play sand, and new landscaping.

Etnies Skate Park, City of Lake Forest: The project increased the size of the park by 13,000 square feet. Unique new features included a cradle, adjustable handrails, and a barbecue area.

Heroes Park Snack Bar and Restrooms, City of Lake Forest: New, 1,000 square foot Concession Stand/Restroom that includes a men's and women's restroom, a 600 square foot concession stand with stainless steel counters, an ice cube making machine, 2 door Refrigerator/Freezer, and 2 indoor storage rooms.

Moulton Parkway Phase II (State Funds), City of Laguna Woods: Management and quality assurance/quality control of all landscaping and irrigation work as a part of the Moulton Parkway Phase II project.

Savi Ranch Display Sign Project, City of Yorba Linda: Project and Construction Manager responsible for coordination of landscape restoration for tenant improvement projects, traffic management plans and on-site implementation; notification to impacted property owners; preparation of project submittals, RFIs, RFQs, COs negotiations; coordination of geotechnical, materials and special deputy tests and inspections; review of construction schedule, pay app and certified payroll submittals; coordination with City and Utilities for revisions due to SCE concrete vault

Los Amigos Golf Course Irrigation and Lake Renovation, Los Angeles County Department of Public Works: Performed constructability review during design development; managed all aspects of on-site construction team consisting of engineer, contractor, CBWD, Los Angeles County Department of Public Works and Parks & Recreation; and, reviewed grading and excavation work, irrigation and landscape restoration and reservoir liner and concrete bank construction. Successfully coordinated recycled water retrofit and shut-down of multiple facilities and coordinated with golf operations to maintain golf play and income during full scale construction.

Consulting Project Manager, City of Plantation, FL: Led the steering committee which prepared study and presented findings to Community Leaders, and oversaw design team preparation of recommended Master plan for passive and active recreation corridors throughout City.

Savi Ranch Display Sign Project, City of Yorba Linda: Construction Manager responsible for the construction of commercial and residential neighborhood sign installation, landscape restoration for tenant improvement projects, traffic management plans and on-site implementation; notification to impacted property owners; preparation of project submittals, RFIs, and RFQs; change order negotiations;; coordination of geotechnical, materials and special deputy tests and inspections; review of construction schedule, pay applications and certified payroll submittals; and coordination with City and utilities agencies.

Utilities Operations Yard Upgrades, City of Huntington Beach: Construction Manager for improvements to the City's Maintenance and Water Divisions operations building. The project included a new 6,714 square foot Operations building, 11,096 square foot Distribution and Meter Building, 1,029 square foot expansion to the existing production building; construction of covered parking for approximately 15 stalls; new parking layout and landscaping; and relocation of the bulk material storage area and fluoride tanks. Ms. Viola was also responsible for overseeing all landscape and irrigation work, which included selection and installation of planting material throughout the project, installation of a vertical garden on the building façade, and installation of a RainXchange system (a sustainable stormwater management solution).

Construction Manager, L.A. Links, Inc.: Project Manager for large scale Residential, Resort and Golf Course and landscape projects. Responsibilities included overseeing preparation of construction documents and construction oversight of both new and renovation site infrastructure development projects including: grading and lake excavation and drainage plans, utility, irrigation design, pump station design and grassing/landscape plans. Projects included:

- Divi Club, Aruba, NA – Award winning resorts including a 90 acre project with 240 villas, clubhouse, spa and retail center, pool, and 9 a hole golf course. Lorrie led the landscape design team by establishing local nurseries with salt tolerant natives and worked with the irrigation suppliers to irrigate the golf course with salt water from the supplied by the natural lagoons using Paspalum grass.
- Polo Trace, Boca Raton, Florida – A 200 acre County Environmentally Awarded County recycled water supplied resort development with residential lots, clubhouse, community center and golf course. As Project Manager, Lorrie reviewed construction, grading and landscape documents, monitored budgets and schedules and assured contractors performed to specifications for residential and golf course project including building construction, grading, lake excavation and lining, golf feature shaping, irrigation, pipeline from County Facility

- Stone Bridge C.C., Delray Beach, FL – Project Manager for existing residential golf course community. Worked with residents and contractors during renovation of clubhouse and golf course including USGA greens and new irrigation, remodel of parking lot, clubhouse, landscape and grassing.
- Provo Club, Turks & Caicos, B.W.I. – Landscape Designer for RO water supplied resort community including residential, clubhouse and golf course. Awarded top 10 Caribbean Courses.

CALVADA SURVEYING:
ARMANDO DUPONT, PLS

EDUCATION

A.A. Civil Engineering, Fullerton College, Fullerton, California
Land Surveying, California State University, Pomona, California

AFFILIATIONS

California Land Surveyors Association
American Congress on Surveying and Mapping (ACSM)
National Association of Industrial and Office Properties (NAIOP)
Building Owners and Managers Association (BOMA)
Latin Business Association
Professional Environmental Marketing Association
Corona Chamber of Commerce

Mr. Dupont started his career in the surveying industry in 1977. As President and founding member of CAL VADA, he is responsible for all business activities of the company including executive management of technical, field, engineering, design and land survey personnel. His project experience includes topographic mapping, boundary surveying and analysis, ALTA/ACSM Land Title Surveys, construction and control surveying, preparation of tract and parcel maps, earth work calculations and quantities, and targeting and control for photogrammetry observations.

Mr. Dupont is fluent in managing commercial, industrial and governmental as well as private sector projects. He leads a team of professionals at CAL VADA providing insight and leadership based on his years of experience as a Party Chief, Project Surveyor and Project Manager on a wide array of projects. He has provided work for a number of industries, including providing services to the engineering, telecommunications, transportation, environmental and real estate industries.

PROJECT EXPERIENCE

Los Angeles County Sanitation Districts: Project Manager and Lad Surveyor for the engineering topographic survey.

IT Group—El Toro, CA: Project Manager and Lead Surveyor for the engineering topographic survey of the entire El Toro Marine Corps Air Station. Provided project oversight, personnel management, and quality control for the work.

Bechtel National—Seal Beach, CA: Managed survey crew for completion survey at Naval Weapons Station, providing project oversight, personnel management and project deliverables.

EXHIBIT C

CITY - SERVICES TO BE PROVIDED TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall equal to 65% of City plan review fees for those plans and documents reviewed in the scope of services other than final maps and 75% of City plan review fees for final maps reviewed in accordance with the City's Schedule of Fees, Charges, and Rates as updated annually.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Public Works Department/Land Development Division at zarat@moval.org or calls directed to (951) 413-3139.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT D

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

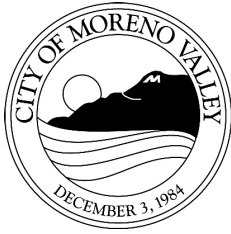
Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 28, 2014

TITLE: AUTHORIZATION FOR THE TEMPORARY FULL ROAD CLOSURE OF JACLYN AVENUE FROM PERRIS BOULEVARD TO COLEMAN STREET FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE,
PROJECT NO. 801 0024 70 77

RECOMMENDED ACTION

Recommendations:

1. Authorize the temporary full road closure of Jaclyn Avenue from Perris Boulevard to Coleman Street, a distance of 160 feet, from November 3, 2014 to November 26, 2014, for the construction of roadway improvements.
2. Authorize the Public Works Director/City Engineer to allow for an additional 30 day extension to the proposed temporary road closure window if the project is delayed due to unforeseen construction issues.
3. Authorize the Public Works Director/City Engineer to approve additional short term closures as needed on this project, with the concurrence of the Fire and Police Departments.

SUMMARY

This report recommends the authorization of a temporary full road closure of Jaclyn Avenue from Perris Boulevard to Coleman Street, a distance of 160 feet, for the construction of roadway improvements for the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue project.

The temporary closure will start on November 3, 2014 and be completed on or before November 26, 2014. Detours will be available to motorists and early notification of this closure will be provided to the public. Authorization is also requested for the Public Works Director/City Engineer to extend the road closure for 30 days beyond the anticipated completion date should unforeseen delays occur, and approve additional short term closures as needed on this project. This road closure is not anticipated to affect the current project budget. This temporary closure will facilitate a safer construction zone for both the workers and travelling commuters.

DISCUSSION

On May 27, 2014, the City Council awarded the construction contract to Griffith Company to widen and improve a 1.2 mile long segment of Perris Boulevard between Ironwood Avenue and Manzanita Avenue. The improvements include curb, gutter, storm drain, pavement, sidewalk, street lights, a new traffic signal, traffic signal modifications, and signing and striping improvements. The project will increase mobility and enhance safety by completing the missing sections of street improvements and create four continuous travel lanes.

Jaclyn Avenue must be raised up to 4 feet at its intersection with Perris Boulevard. Jaclyn Avenue is only 36 feet wide, making it difficult to construct the improvements on one half of the street while maintaining two-way traffic on the other half. Staff has reviewed various options and methods with the contractor in order to construct these improvements in a timely manner while keeping the public safe, and concluded that a temporary full road closure from Perris Boulevard to Coleman Street (160 feet) is warranted. Detour routes will be available along Coleman Street to Luxury Street and along Los Olivos Drive to Fran Lou Drive. There will be adequate, clear detour signs installed along Jaclyn Avenue and Perris Boulevard to delineate ingress and egress to all potentially affected motorists, businesses, emergency service providers, school traffic, and other interests. Detour route maps will be provided to the school district for distribution and to emergency service providers prior to closure. The temporary closure and available detour routes will be publicized in e-mails to residents, the City's website, and changeable message signs. Authorization is also requested for the Public Works Director/City Engineer to extend the road closure for 30 days beyond the anticipated completion date should unforeseen delays occur, and approve additional short term closures (typically 24-72 hours) as needed on this project.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the safe and expedited construction of Jaclyn Avenue at Perris Boulevard.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in a potentially unsafe work environment and delay of the construction of the project.*

FISCAL IMPACT

This temporary road closure is not anticipated to affect the current project budget. There is no impact to the General Fund.

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.

NOTIFICATION

The Contractor will notify potentially affected residents, emergency service providers, Waste Management of the Inland Empire, the postal service, the school district, and other interests, as required by the project specifications and the City. The temporary closure notification and available detour routes will be publicized in e-mails to residents and placed on the City's website. Changeable message signs will also notify motorists of the detours for the duration of the closure.

ATTACHMENTS

Attachment 1: Jaclyn Avenue Road Closure and Detour Map

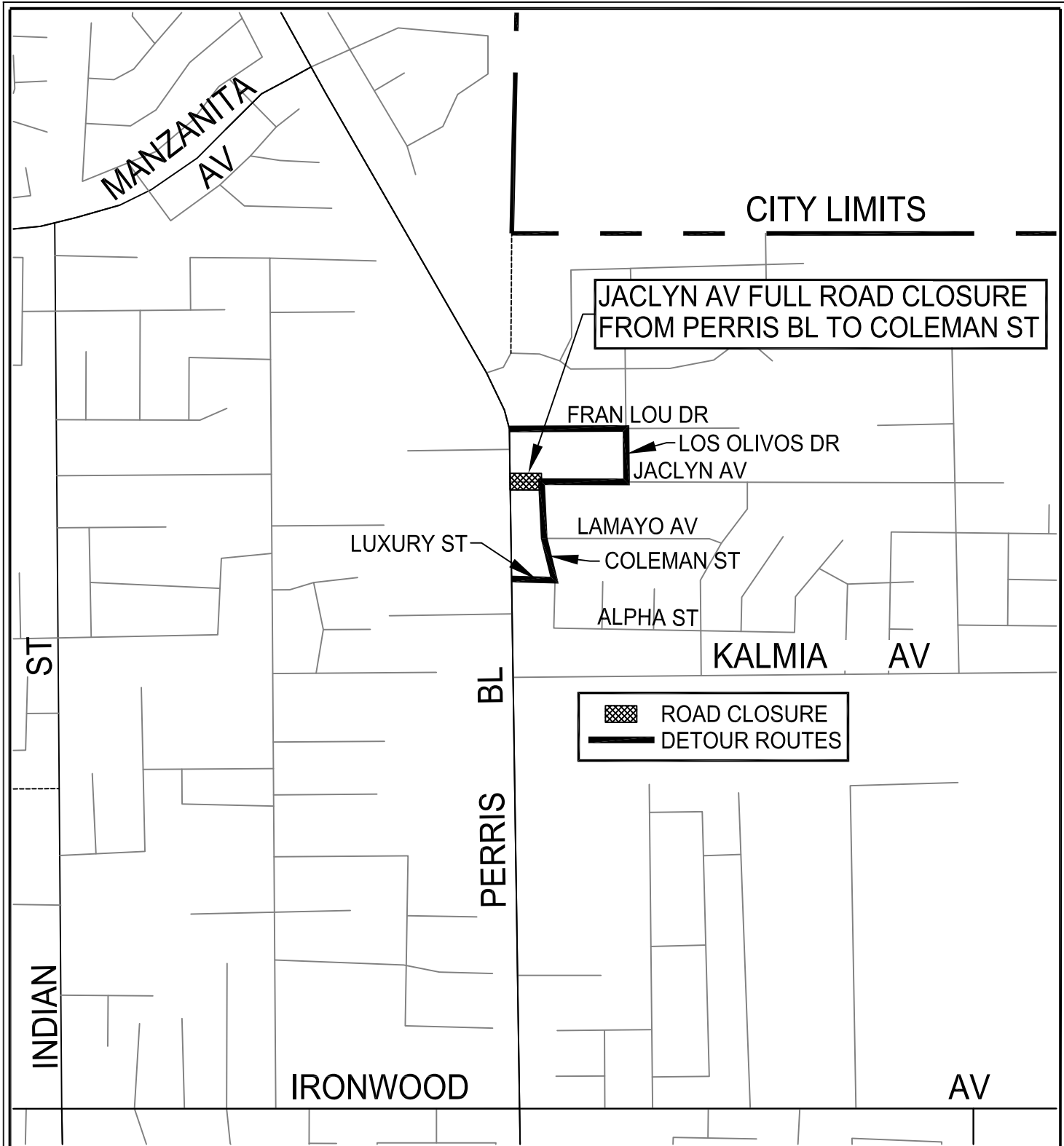
Prepared By:
George Harvilla
Consultant Program Manager

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

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

Concurred By:
Eric Lewis, P.E., T.E.
Transportation Division Manager/City Traffic Engineer

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Public Works Department Capital Projects Division		LOCATION MAP
	Scale: None	
	ATTACHMENT 1	PERRIS BLVD IMPROVEMENTS FROM IRONWOOD AVE TO MANZANITA AVE PROJECT NO. 801 0024 70 77 JACLYN AVE ROAD CLOSURE & DETOUR MAP

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

Report to City Council

TO: Mayor and City Council

FROM: Chris Paxton, Administrative Services Director

AGENDA DATE: October 28, 2014

TITLE: AUTHORIZE AGREEMENT FOR VETERINARY SERVICES FOR THE MORENO VALLEY ANIMAL SHELTER AND MORENO VALLEY ANIMAL CLINIC

RECOMMENDED ACTION

Recommendations:

1. Approve agreement with Pedley Square Veterinary Clinic Inc. owned and operated by Dr. Marshall E. Scott, DVM for the three year period ending June 30, 2017.
2. Authorize the City Manager to sign the agreement and any additional amendments to extend the service for two additional one-year terms as appropriate.

SUMMARY

This report recommends the approval of a contract with Pedley Square Veterinary Clinic, Inc. (PSVC) for veterinary services to the Moreno Valley Animal Clinic and the Moreno Valley Animal Shelter. PSVC was one of two providers responding to a Request for Proposal issued earlier this year. After careful review and evaluation by staff, PSVC is being recommended as the successful proposal based on value and service offered to the City. PSVC has been providing veterinary services for the City since 2009.

DISCUSSION

A Request for Proposal (RFP) for Veterinary Services for the Moreno Valley Animal Shelter and Moreno Valley Animal Clinic was developed by staff and issued in March 2014 and was extended through the month of April 2014 in an effort to attract additional proposals. The purpose of the RFP was to solicit proposals from private practitioners

specializing in veterinary care of companion animals commonly housed at the Moreno Valley Animal Shelter. The goals of this vital and ongoing function are threefold:

1. To provide the necessary medical evaluation and care of lost and homeless animals placed in the care of the Moreno Valley Animal Shelter.
2. To provide spay and neuter services at a fair market cost thereby allowing the City to encourage pet adoptions with promotional adoption fees that include the cost of the spay and neuter surgeries in an effort to increase pet adoptions and reduce euthanasia.
3. To provide a full service veterinary clinic to serve local residents.

In response to the RFP for Veterinary Services the following two veterinary practitioners submitted proposals by the deadline of April 30, 2014:

- Pedley Square Veterinary Clinic, Inc.
- Henderson DVM, Inc.

Proposals from the above organizations were evaluated by City staff and rated based on a weighting scale of 1 to 10 on the following criteria:

- Responsiveness to the RFP, communicating an understanding of the overall program and services required
- Experience of the contractor (veterinarian) in providing professional services
- Professional experience and qualifications of the individuals, including biography of veterinary staff assigned to perform veterinary services and other support staff on site at the Moreno Valley Animal Clinic
- Demonstration of the ability to accomplish the Scope of Services described in the RFP
- Three (3) references of current and/or past customers
- Fees
- Added value offered

Following a comprehensive review of the two proposals it was determined that Pedley Square Veterinary Clinic Inc. has the necessary veterinary staff and proven track record to meet the goals of the City's ongoing strategy of reducing euthanasia and promoting pet adoptions.

Pedley Square Veterinary Clinic's profile has been included in order to provide additional background information.

Pedley Square Veterinary Clinic, Inc. is owned and operated by Marshall E. Scott who has been the City's service provider for veterinary services since 1994. Dr. Scott, an advanced veterinary orthopedic surgeon, graduated from Kansas State University and currently serves on the California Veterinary Medical Association's Finance and

CVA committees. Over the past 20 years Dr. Scott and his staff have continued to provide the City with a high level of quality veterinary care to the community, having demonstrated a long-term commitment to the City's Animal Services Division. Dr. Scott currently employs two (2) full time veterinarians, one (1) full time Registered Veterinary Technician, six (6) full time Veterinary Assistants and two (2) full time Receptionists assigned to the Moreno Valley Animal Clinic. In addition to the full time staff assigned to the Clinic, Dr. Scott provides additional staff support with his Chief of Staff, Jodi Crosby, RVT, and Practice-Business Manager, Tori Schatt, who routinely provide assistance to the Moreno Valley Animal Clinic team.

In addition to operating the Pedley Square Veterinary Clinic, Dr. Scott and his associates also operate a second facility, Lincoln Plaza Veterinary Clinic, located in Riverside, CA.

The City's association with a veterinarian of Dr. Scott's caliber and his ability to attract and retain a highly professional staff is extremely important in maintaining quality animal care.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Approve the agreement for Veterinary Services for the Moreno Valley Animal Shelter and Moreno Valley Animal Clinic between the City and Pedley Square Veterinary Clinic and authorize the City Manager to sign the agreement and any additional amendments for the extension of the agreement dates as appropriate.
2. Do not approve staff to enter into an agreement and provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

For Fiscal Year 2014-15 the agreement for Veterinary Services for the Moreno Valley Animal Shelter and the Moreno Valley Animal Clinic cost approximately \$125,000. The Animal Services Division has included funds in the FY 2014-15 budget to cover the veterinary services agreement (1010-18-38-18210-625099). There will be no additional costs associated with the approval of this agreement.

CITY COUNCIL GOALS

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

NOTIFICATION

Publication of the agenda.

ATTACHMENTS

Attachment 1 – Draft Contract with Pedley Square Veterinary Clinic, Inc.

Prepared By:
Steve Fries
Animal Services Division Manager

Department Head Approval:
Chris Paxton
Administrative Services Director

City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **Pedley Square Veterinary Clinic, Inc.**, with its principal place of business at **8822 Limonite Ave., Ste. G, Riverside, CA**, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional veterinary services contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional veterinary services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the veterinary services as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor’s Name: Pedley Square Veterinary Clinic, Inc.
Address: 8822 Limonite Ave., Ste. G
City: Riverside State: CA Zip: 92509
Business Phone: 951-685-3331 Fax No. 858-546-3741
Other Contact Number:
Business License Number: 20895
Federal Tax I.D. Number: 95-3529511

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from the date this contract is duly executed to June 30, 2017 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of

- F. persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Dr. Marshall E. Scott, DVM**.
- G. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- H. Contractor's Representative. Contractor hereby designates **Dr. Marshall E. Scott, DVM**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- I. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- J. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

- K. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- L. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- M. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of

carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

□ A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium

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

- N. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- O. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- P. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

- Q. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- R. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- S. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- T. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Pedley Square Veterinary Clinic, Inc.
8822 Limonite Ave., Ste. G
Riverside, CA 92509
Attn: Dr. Marshall E. Scott. DVM

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Animal Services Division Manager, Administrative
Services Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- U. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- V. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- W. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- X. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- Y. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Z. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- AA. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- BB. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Pedley Square Veterinary Clinic, Inc

BY: _____
City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

EXHIBIT A

SCOPE OF SERVICES

A. General. This agreement between the City of Moreno Valley and Pedley Square Veterinary Clinic, Inc. provides for professional veterinary services consisting of operating the Moreno Valley Animal Clinic, providing low cost spay and neuter services, emergency medical care to sick and injured animals, and providing for the prompt and necessary medical treatment for animals being maintained at the Moreno Valley Animal Shelter.

B. Operational Requirements:

- Operate the Clinic according to all federal, state, and local laws.
- Maintain a written protocol of all animal handling, vaccination, anesthesia, surgery guidelines, and drug inventory. This protocol will be available for review by the City at all times.
- Inspect the Animal Shelter's kennels on a daily basis and make recommendations regarding the maintenance of a healthy and disease-controlled environment in the Animal Shelter.
- Provide veterinary services a minimum of six (6) days per week. Hours and days of operation shall be subject to mutual agreement between the contractor and the City.
- Provide necessary equipment and supplies to be used in the operation of the Clinic, including all medical supplies, medicines, cleaning agents, tools, anesthesia machines, autoclaves, and other necessary tools, instruments, supplies, and equipment. Contractor shall maintain in good working order, at its own expense, all equipment used in the operation of the Clinic, whether City or Contractor owned, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services.
- Provide for their own telephone and data services for their own network. Contractor shall provide and maintain their own computer hardware and software licenses to maintain their own network.
- Provide custodial service for all areas (public and work areas) of the Veterinary Clinic.
- Contractor shall not make any modifications or improvements to the

facility without the prior written approval of the City.

- At his/her sole expense, Contractor shall secure and hire such other persons as may, in the opinion of the Contractor, be necessary to comply with the terms of this Agreement. Contractor hereby warrants that such persons shall be fully qualified to perform the services required.
- Contractor agrees that no subcontractor shall be retained to perform the services outlined in this Agreement except upon the prior written approval of the City.
- Prices of spay/neuter surgeries, including pain injection, pre-surgical exam and medical waste disposal, paid to the Contractor by the City shall be set at an industry standard comparable to low cost spay and neuter clinics allowing the city to offer all-inclusive competitive pet adoption fees to the public adopting shelter pets.
- Contractor shall accept discount coupons and vouchers issued by the Moreno Valley Animal Shelter to perform spay and neuter services on dogs and cats brought in by City of Moreno Valley residents.
- The following licenses and permits shall be obtained by the Contractor at its own expense:
 - (1) Current Veterinary Premise Permit for the Clinic, naming the Contractor as the managing Licensee, as required by the California Veterinary Medical Board.
 - (2) Current Veterinary License as required by the California Veterinary Medical Board.
 - (3) Controlled Substance Registration Certificate as required by the U.S. Department of Justice, Drug Enforcement Administration
 - (4) Current City of Moreno Valley business license.
 - (5) All other licenses required by any other regulatory agencies to operate the Clinic.
- All licenses requiring display will be displayed in a designated area as prescribed by law. Copies shall be provided to the Animal Services Division. Contractor shall maintain all licenses and permits current

throughout the term of this Agreement.

- Contractor will allow the use of its license(s) to order certain drugs for use at the Animal Shelter.
- Contractor shall promptly advise the City in the event any disciplinary proceeding or action is commenced by any State agency against him/her in connection with professional services rendered by the Contractor.
- Contractor will be solely responsible for disposal of hazardous waste at its own cost.
- Contractor shall maintain necessary records related to services performed.

C. Veterinary Medical Services

- Medically evaluate animals at the Animal Shelter and provide a program of treatment. A medical evaluation of the Shelter population shall be performed on a daily basis
- Monitor the performance related to the medical care provided by Shelter staff in their follow-up of the prescribed treatment as directed by the veterinarian.
- Conduct health checks of animals through Shelter “rounds” and prescribe medications and other necessary medical procedures.
- Make recommendations, assist in the development of applicable policies, and oversee the maintenance of a healthy and disease-controlled environment in the Shelter.
- Confer with other veterinarians who may perform surgical and other medical procedures at local offices on animals that have been recommended by the Contractor.
- Prescribe medication.
- Perform euthanasia services whenever deemed necessary by the attending veterinarian as requested by the owner of a pet and in cases where a stray animal is brought to the Animal Shelter by the public or by a City employee and the animal is irremediably suffering from illness or injury.
- Be available for after-hours consultation regarding medical treatment for

emergencies.

- Review rabies cases as necessary to mitigate any disease transmission.
- Conduct daily rounds of isolated biting animals placed under quarantine. Recommend release of isolated biting animals placed under quarantine on the sixth (6th) day only upon the certification there are no clinical signs or symptoms of any diseases observed during the first five (5) days of isolation.

D. Surgical Sterilizations

- Contractor shall perform spay and neuter surgeries on all qualified dogs and cats eight (8) weeks of age or older adopted from the Moreno Valley Animal Shelter. Contractor shall be expected to perform surgeries at the Clinic to include all dogs and cats adopted from the Animal Shelter. Contractor shall also perform spay and neuter surgeries on dogs and cats brought into the Clinic by residents.
- Contractor shall perform pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
- Contractor shall perform other ancillary medical procedures associated with surgical sterilizations, according to the following provisions:
 - (1) Contractor shall conform to all surgical standards as dictated by the California Veterinary Medicine Practice Act (CVBMPA).
 - (2) Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - (3) Animals that are deemed pregnant or in estrus may be surgically sterilized at the discretion of the veterinarian.
 - (4) Animals of advanced age may require pre-surgical, geriatric blood screening.
 - (5) If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the same fee shall apply as if the spay surgery was performed.
- Contractor shall monitor all animals under its care and control for post-surgical complications and shall provide appropriate post-surgery medical treatment to animals in the event of an emergency related to the surgery, at no additional cost to the City or the pet owner, provided such complications are discovered while the animal is under the Contractor's care and control.

- Contractor shall provide appropriate medical treatment to animals in the event of medical emergencies for animals in the care and control of the Contractor. The Contractor will stabilize the animal in the event he or she needs to be transported to another provider, which will be at no additional cost to the City or the pet owner if the emergency is determined to be caused by the sterilization surgery.
- Charges for medical emergency treatment for animals in the care and control of the Contractor but not caused as a result of the sterilization by the Contractor, either by the Contractor or at referred veterinary hospitals that are pre-approved by the City, may be charged to the pet owner provided the pet owner has approved the treatment in advance via telephone notification.
- All pre-adopted animals shall be released the day of the surgery to their owners. Animals that are not pre-adopted shall be released to the City at such time as medically safe to do so.
- All animals shall be released to pet owners or adopters with post-operative instructions, including emergency telephone numbers. Should complications occur, the Contractor shall retain responsibility and care for the animal until the complication has a favorable prognosis.

E. Other Services and Procedures to be Provided by Contractor include the following:

- Contractor shall microchip all dogs and cats adopted from the Animal Shelter and sterilized by the Contractor.
- Contractor shall conduct on an annual basis five (5) “actual cost” canine rabies vaccination clinics. The “actual cost” canine rabies vaccination clinics shall be held on a weekend, preferably on a Saturday at strategic locations within the City. Consistent with California State guidelines, the “actual cost” canine rabies vaccination fee is \$6.00 per dog.
- Contractor may offer to the public additional professional services, provided that written approval is received from the pet owner and the procedure is performed in conjunction with the surgical sterilization of dogs, cats and other companion animals adopted from the Animal Shelter. Pricing of the additional professional services, shall be at the Contractor’s discretion, subject to City’s disapproval. Any changes in Contractor’s prices shall be announced to the public no less than fourteen (14) calendar

days before they become effective. The City encourages pricing that maximizes the public's ability to obtain needed services for their pets

- Contractor shall be available for courtroom testimony regarding cruelty cases as necessary.
- Contractor shall train and annually certify the Animal Control Officers and Animal Care Technicians in field and shelter euthanasia pursuant to State law.
- Contractor shall meet with the City's Animal Services Division Manager quarterly, or more frequently if desired, to discuss the services provided, any problems or issues, and corrective action needed to be taken. Other meetings may be called by the City or Contractor, at a time that is mutually convenient and agreeable, to discuss any urgent matters.

F. Customer Service Standards.

- Moreno Valley residents depend on each City employee to render service speedily, efficiently, effectively and courteously. The following guidelines express in part the expectations of how employees are to implement the customer service philosophy of the City. Contractor's staff shall also follow these guidelines:
 - a) Employees shall keep themselves informed in order to perform their job effectively.
 - b) Employees shall demonstrate concern about the welfare of others in provision of all services.
 - c) Employees shall be considerate, tolerant, patient and fair with others.
 - d) Employees shall be cheerful and as positive as possible.
 - e) Employees shall use their training and capabilities to provide residents and businesses with the best service possible. Every effort should be made to provide correct answers and positive results.

EXHIBIT B

CITY OF MORENO VALLEY'S RESPONSIBILITIES

1. Operational Requirements

- a) City shall provide Contractor with approximately 1,700 square feet of facility space consisting of customer receiving and waiting area, front office, two examination rooms, two secured and one open equipment and storage areas, surgical room, x-ray room, pre and post-surgical area, cat and dog wards, and veterinarian's office.
- b) City shall provide electricity, water, heating and air conditioning, and maintain the delivery systems thereof.
- c) City shall be responsible for facility maintenance of the Vet Clinic, with the exception of maintenance of the Contractor-owned equipment and janitorial service.
- d) City shall provide reasonable and necessary support to Contractors Technical Support Providers to ensure proper setup of Contractors data network.
- e) City shall provide contractor with microchips to be implanted for pets adopted from the City's Animal Shelter.

EXHIBIT C

1. The Contractor's compensation shall not exceed \$375,000 for the first three year period and will not exceed \$130,000 for each of the two one-year optional extension years.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

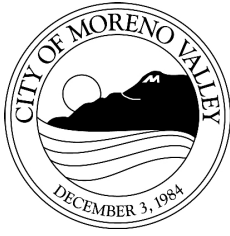
Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the [Animal Services Division, Administrative Services](#) Department at stevef@moval.org or calls directed to (951) 413-3790.

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or

Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 28, 2014

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO RASMUSSEN BROTHERS CONSTRUCTION, INC. FOR THE TRANSPORTATION MANAGEMENT CENTER, PROJECT NO. 808 0005 70 76

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract to Rasmussen Brothers Construction, Inc., 40441 Gavilan Mountain Road, Fallbrook, CA 92028, for the Transportation Management Center.
2. Authorize the City Manager to execute a contract with Rasmussen Brothers Construction, Inc.
3. Authorize the issuance of a Purchase Order to Rasmussen Brothers Construction, Inc., for the amount of \$165,411 (\$143,836 bid amount plus 15% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Rasmussen Brothers Construction, Inc., up to, but not exceeding, the contingency amount of \$21,575, 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 and release the retention to Rasmussen Brothers Construction, Inc., if no claims are filed against the project.

SUMMARY

This report recommends approval of a contract with Rasmussen Brothers Construction, Inc. to construct the Transportation Management Center project. The project is funded with DIF Traffic Signal and Air Quality Management District subvention funds, and has been approved in the Fiscal Year 2014/2015 Capital Improvement Plan.

DISCUSSION

In 2009, the Transportation Engineering Division completed an ITS Master Plan which provided recommendations for a systems-based approach to updating the City's traffic control infrastructure. The Transportation Management Center (TMC) is an integral component of the ITS Master Plan. The City's ITS program, including the TMC, was presented at the August 19th City Council Study Session.

The Transportation Management Center (TMC) project was first approved in the 2008/2009 Capital Improvement Program, and is included in the 2014/2015 CIP. The construction contract will convert the conference room adjacent to the south side of the City Hall lobby into a pie-shaped room with a full-height glass wall facing the lobby, a desk for two operators, a wall with six large monitors for use by the operators, and one monitor placed next to the glass wall in the lobby for presenting transportation information to the public. The TMC's placement adjacent to the lobby is intended to demonstrate the City's commitment to maintaining mobility on the arterial network.

The Bidding Documents were completed in July 2014 by TR Design Group, an architectural firm in Riverside. The Notice Inviting Bids was advertised for the subject project and formal bidding procedures have been followed in conformance with Public Contract Code. Despite allowing 45 days for bids and holding a pre-bid meeting, no bids were received before the deadline.

When no bids are received for a Public Works project, the Public Contract Code (Section 20166) allows the City "to have the project done without further complying with this chapter." The implication is that the lack of bids received demonstrates that the contracting industry's level of interest in the project is low.

In an effort to keep the project on schedule, the architect performed outreach to construction firms, to explain the project in detail. The outreach effort resulted in two firms which were able and willing to perform the work. Both firms provided quotes for the work. Staff negotiated a firm fixed price with the firm which provided the lower quote, Rasmussen Brothers Construction, Inc. This firm has successfully completed other similar projects for Moreno Valley and staff is confident they can carry out this work. Further, staff believes the agreed-to cost is reasonable.

Staff recommends award of a construction contract at this time for several reasons:

1. Staff does not believe re-bidding the project would result in better pricing for the work, and doing so would only further delay the project.
2. Staff committed to the South Coast Air Quality Management District, a primary funding source that the project would be delivered by March of next year. Award at this time is necessary to fulfill this commitment.
3. City Hall staff currently manages traffic from their desks, which limits staff's ability to make full use of the traffic control and surveillance system's capabilities. Completing the TMC now would make better use of investments already made.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying the timely construction of the project.*

FISCAL IMPACT

This project is included in the Fiscal Year 2014/2015 Capital Improvements Plan Budget and will be financed by DIF Traffic Signal and Air Quality Management District funds (Funds 3302 and 2005). There is no impact to the General Fund.

Rasmussen Brothers Construction, Inc.'s bid amount is \$143,836. A contingency of 15% of the bid amount (\$21,575) is added to the Contractor's Purchase Order. The contingency is added to account for any unforeseen conditions encountered during construction which may result in changes in costs.

PROPOSED BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:

Transportation Management Center (Account No. 3302-70-76-80008, Project No. 808 0005 70 76)	\$339,000
Transportation Management Center (Account No. 2005-70-76-80008, Project No. 808 0005 70 76)	\$16,000
Proposed Total Budget.....	<u>\$355,000</u>

ESTIMATED PROJECT RELATED COSTS:

Design and Project Administration Costs	\$95,000
Contractor Construction Costs (includes Contingency)	\$165,000
Furniture, monitors, and computers.....	\$80,000
Construction Management and Inspection Services	<u>\$ 15,000</u>
Total Estimated Project Costs	<u>\$355,000</u>

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....November 2014
Anticipated Completion of Construction February 2015
Install furniture, monitors, and computers March 2015

The new equipment procured and installed by the project will require an increase to the operating budget primarily to establish an equipment replacement fund. Four computers and seven monitors would be included, at a cost of \$5,900 per year. The increase would be budgeted starting in FY15/16, and would be absorbed by the Transportation Engineering Division’s home business unit.

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.

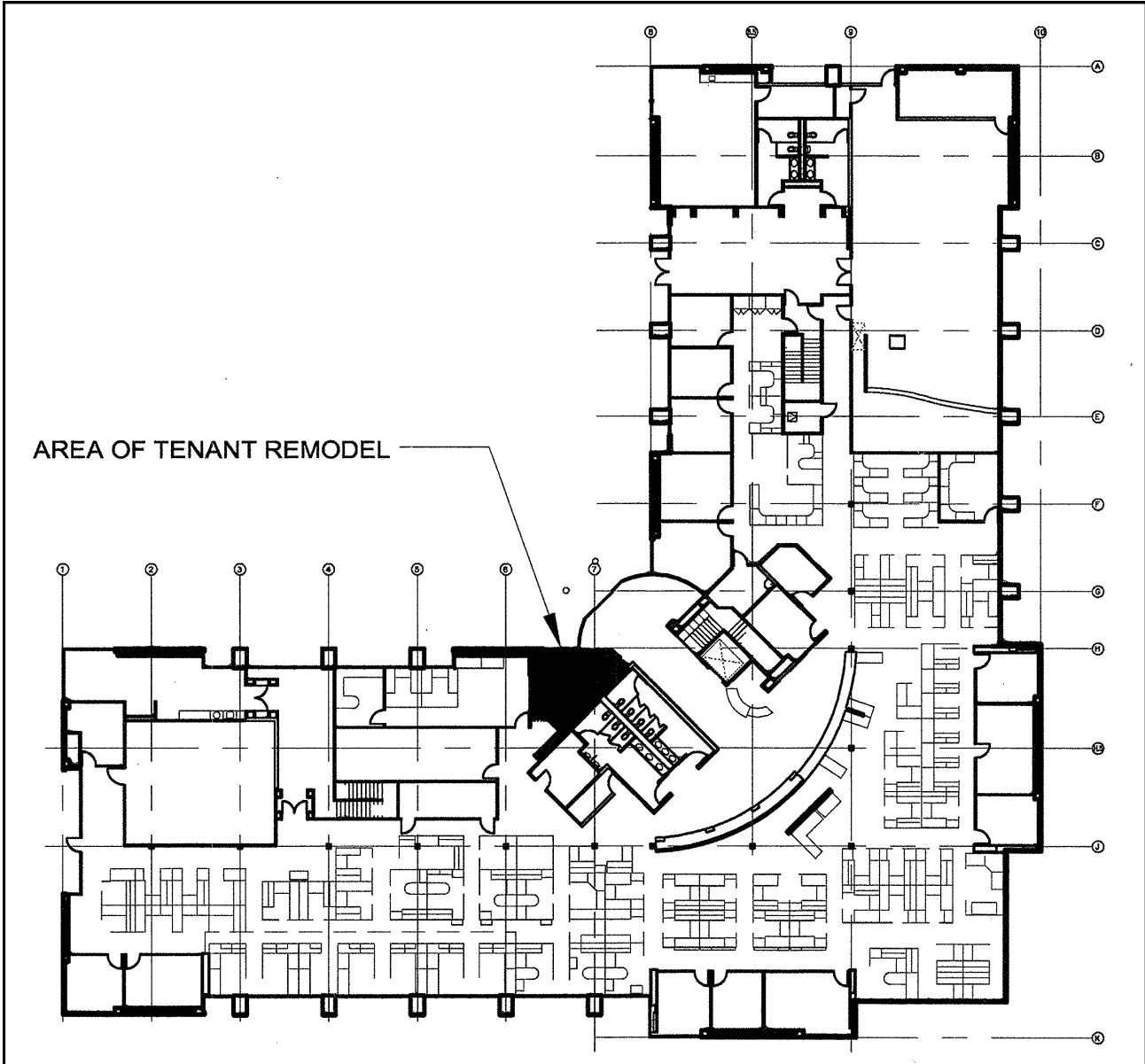
ATTACHMENTS

- Attachment 1: Location Map
- Attachment 2: Agreement with Rasmussen Brothers Construction, Inc.

Prepared By:
John Kerenyi
Senior Engineer, P.E.

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

Concurred By:
Eric Lewis, P.E., T.E.
Transportation Division Manager/City Traffic Engineer



LOCATION OF PROJECT WITHIN CITY HALL

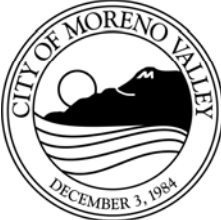
Public Works Department
 Transportation Division

Scale: None

ATTACHMENT 1

TRANSPORTATION
 MANAGEMENT CENTER

PROJECT NUMBER 808 **Item No. A.7**



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Agreement No. _____

AGREEMENT**PROJECT NO. 808 0005 70 76****TRANSPORTATION MANAGEMENT CENTER**

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Rasmussen Brothers Construction, Inc., hereinafter called the "Contractor."

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda Nos. 4 inclusive, issued prior to the opening of the Bids
- E. Countersigned scope and fee change dated October 7, 2014
- F. City Special Provisions, including the General Provisions and Technical Provisions
- G. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- H. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
- I. Project Plans
- J. City Standard Plans
- K. Caltrans Standard Plans
- L. Other Agency Standard Plans [Engineer to specify]
- M. The bound Bidding Documents
- N. Contractor's Certificates of Insurance and Additional Insured Endorsements
- O. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor for informational purposes:

- A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor’s full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder’s Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items, awarded by the City is One Hundred Forty Three Thousand Eight Hundred Thirty Six Dollars and 00/100 (\$143,836.00) (“Contract Price”). It is understood and agreed that the quantities set forth in the Bidder’s Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder’s Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Contract Time. The Contract Time shall be determined in accordance with the following:

Base Bid	85 Working Days
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B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the “Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials.” The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Eight Five (85) Working**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **Fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Schedule
- Materials Submittals

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

C. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

6.1. Liquidated Damages. The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to order all materials in accordance with the Notice to Proceed with Order of Materials and/or, failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$500.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.

6.3. **Owner is Exempt from Liability for Early Completion Delay Damages.** While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
 - (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or

- (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
- (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating.** Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes.** Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per

accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. **BONDS.** The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time,

alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court

of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any

party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. Independent Defense Obligation. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. Waiver of Indemnity Rights Against Indemnitees. With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in

such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of

damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. **SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

Rasmussen Brothers Construction, Inc.

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
<p>APPROVED AS TO LEGAL FORM:</p> <p>_____</p> <p style="text-align: center;">City Attorney</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____</p> <p style="text-align: center;">Public Works Director/City Engineer <i>(if contract exceeds \$15,000)</i></p> <p>_____</p> <p style="text-align: center;">Date</p>

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

CONTRACTOR'S BONDS

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)**

PROJECT NO. 808 0005 70 76

TRANSPORTATION MANAGEMENT CENTER

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 808 0005 70 76**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

**ADDITIONAL OPTIONAL INFORMATION
INSTRUCTIONS FOR COMPLETING THIS FORM**

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - ∨ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ∨ Indicate title or type of attached document, number of pages and date.
 - ∨ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

BOND NO. _____

PREMIUM \$ _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

PROJECT NO. 808 0005 70 76

TRANSPORTATION MANAGEMENT CENTER

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 808 0005 70 76**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

PAYMENT BOND
00602-1

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ∨ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ∨ Indicate title or type of attached document, number of pages and date.
 - ∨ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 28, 2014

TITLE: APPROVE JOINT USE AGREEMENT BETWEEN SOUTHERN CALIFORNIA EDISON AND THE CITY OF MORENO VALLEY FOR TRANSMISSION FACILITIES ON THE WEST SIDE OF MORENO BEACH DRIVE BETWEEN BAY AVENUE AND 660 FEET SOUTH OF BAY AVENUE FOR THE TM 31618 FRONTIER HOMES PROJECT

RECOMMENDED ACTION

Recommendations:

1. Approve a Joint Use Agreement with Southern California Edison (SCE) to relocate SCE's facilities on Moreno Beach Drive to facilitate TM 31618 Frontier Homes Project street improvements.
2. Authorize the City Manager to execute a Joint Use Agreement with SCE upon concurrence by SCE and the City subject to the approval of the City Attorney.
3. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the agreement with SCE subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a Joint Use Agreement between Southern California Edison and the City to establish SCE's priority rights within City right-of-way due to the relocation of existing power poles and transmission lines required of Frontier Homes in the project conditions of approval. The Joint Use area is located 58 feet west of the centerline of Moreno Beach and 660 feet south of Bay Avenue. It encompasses a 14-foot-wide strip of land along the frontage of this development project. The

developer will bear all power pole and transmission line relocation costs, as the relocation of the power poles is necessary in order for the developer to improve Moreno Beach Drive per the project conditions of approval.

DISCUSSION

Frontier Homes, the developer of TM 31618, located at the southwest corner of Moreno Beach Drive and Bay Avenue is required to relocate power poles on the west side of Moreno Beach Drive between Bay Avenue and 660 feet south of Bay Avenue in order to improve Moreno Beach Drive pursuant to the project conditions of approval. The Joint Use Agreement between SCE and the City establishes SCE priority rights within a 14-foot wide joint use area depicted in Exhibit A and obligates the City to bear costs for any future relocation of the power poles and transmission lines. Since, the developer will be relocating the power poles at their ultimate location, it is not anticipated that future power pole relocations will be necessary.

ALTERNATIVES

1. Approve a Joint Use Agreement with Southern California Edison (SCE) to relocate SCE's facilities on Moreno Beach Drive to facilitate TM 31618 Frontier Homes Project street improvements, authorize the City Manager to execute a Joint Use Agreement with SCE upon concurrence by SCE and the City subject to the approval of the City Attorney, and authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the agreement with SCE subject to the approval of the City Attorney. *This alternative allows the developer, Frontier Homes, to complete Moreno Beach Drive improvements.*
2. Do not approve a Joint Use Agreement with Southern California Edison (SCE) to relocate SCE's facilities on Moreno Beach Drive to facilitate TM 31618 Frontier Homes Project street improvements, do not authorize the City Manager to execute a Joint Use Agreement with SCE upon concurrence by SCE and the City subject to the approval of the City Attorney, and do not authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the agreement with SCE subject to the approval of the City Attorney. *This alternative will prevent the developer, Frontier Homes, from completing Moreno Beach Drive improvements.*

FISCAL IMPACT

No fiscal impact to the City. Developer will bear all power pole and transmission line relocation costs.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

NOTIFICATION

Publication of the Agenda.

ATTACHMENTS

Attachment 1 – Joint Use Agreement

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

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

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

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RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2131 WALNUT GROVE AVENUE
GO3 - 2ND FLOOR
ROSEMEAD, CA 91770

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File No. REL202742783
Serial No. 70626A
Affects SCE Doc No. 330211
Service Order: 801177799

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF MORENO VALLEY, a municipal corporation of the State of California, hereinafter called "City",

W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

That certain Grant of Easement recorded November 4, 1975 as Instrument No. 137066 of Official Records, in the office of the Riverside County Recorder, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Moreno Beach Drive in said City, County of Riverside, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit A".

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Moreno Valley
Serial 70626A
RP File No.: REL202742783

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Moreno Valley
Serial 70626A
RP File No.: REL202742783


Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By: 
Jay Glasser
Right of Way Agent
Land Management Division
Real Properties Department

CITY OF MORENO VALLEY, a municipal
corporation

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Moreno Valley
Serial 70626A
RP File No.: REL202742783

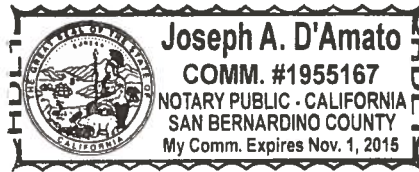
State of California)
 SAN
County of Bernardino)

On 9/26/2014 before me, Joseph A. D'Amato, a Notary Public, personally appeared JAY Glasser, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joseph A. D'Amato



State of California)
County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Moreno Valley
Serial 70626A
RP File No.: REL202742783

State of California)

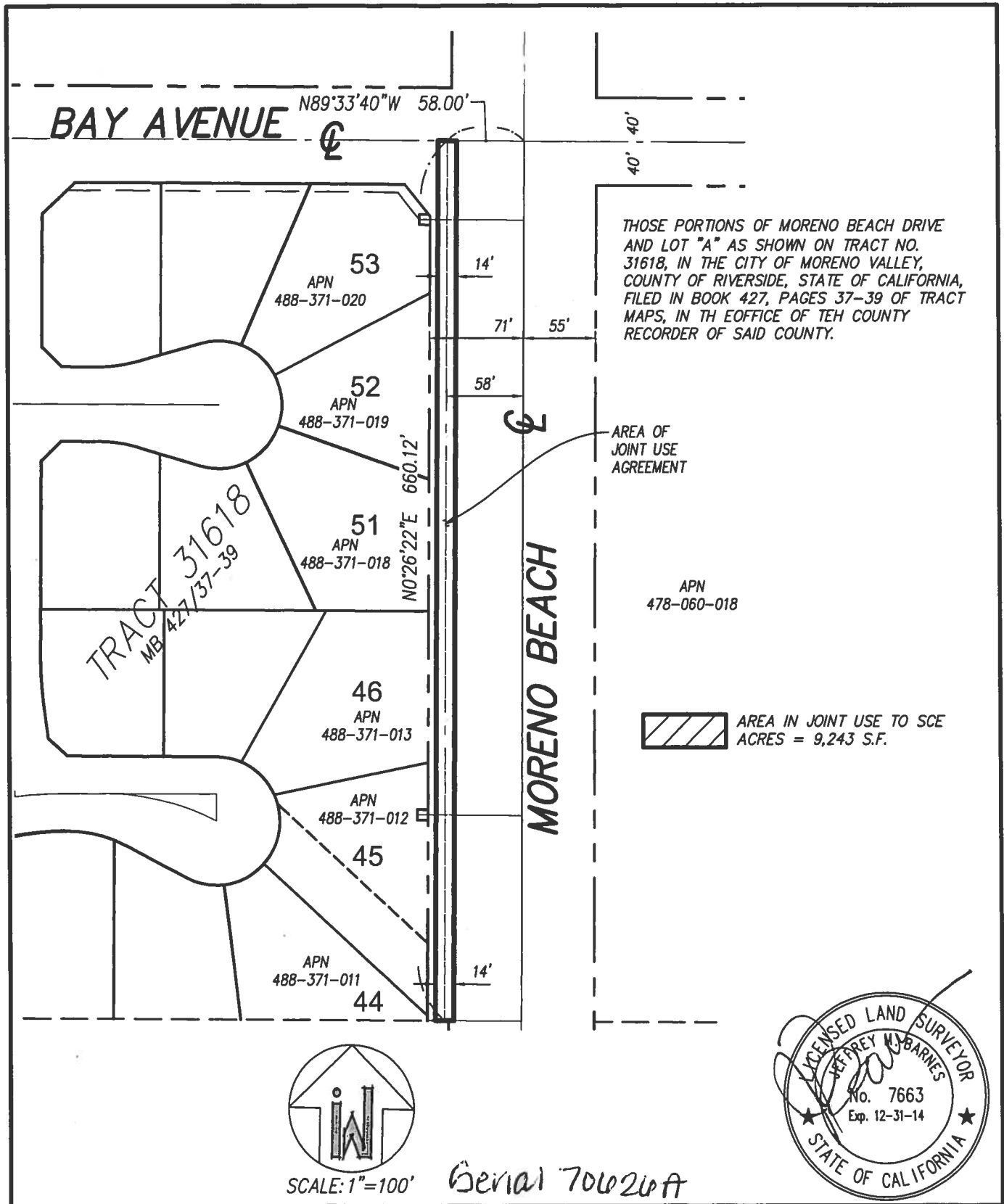
County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



THOSE PORTIONS OF MORENO BEACH DRIVE AND LOT "A" AS SHOWN ON TRACT NO. 31618, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 427, PAGES 37-39 OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



IW CONSULTING ENGINEERS, INC.

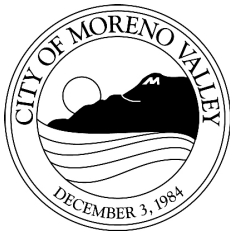
- CIVIL ENGINEERING
- AERIAL MAPPING
- ENTITLEMENTS
- LAND PLANNING
- SURVEYING
- GOVERNMENT RELATIONS

3544 UNIVERSITY AVENUE TEL: 951.905.5300
RIVERSIDE, CA 92501 FAX: 951.905.5302
WWW.IWCEI.COM

EXHIBIT A

JOINT USE AGREEMENT

W.O. 469.001
BY: JMB
DATE: 06/2014
SCALE: 1"=100'
PAGE: 1 of 1



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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer/City Treasurer

AGENDA DATE: October 28, 2014

TITLE: RESOLUTION TO AUTHORIZE EXECUTION OF AGREEMENT TO PARTIALLY RESCIND AND TERMINATE THE JOINT FINANCING AGREEMENT AS TO IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 91-1 OF THE MORENO VALLEY UNIFIED SCHOOL DISTRICT AND CV COMMUNITIES, LLC.

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2014-86. A Resolution of the City of Moreno Valley, California, Authorizing the Execution of an Agreement to Partially Rescind and Terminate the Joint Financing Agreement as to Improvement Area No. 1 of Community Facilities District No. 91-1 of the Moreno Valley Unified School District.

SUMMARY

This report recommends adoption of a Resolution which authorizes the execution of an Agreement to Partially Rescind and Terminate the Joint Financing Agreement for the Moreno Valley Unified School District's CFD No. 91-1 Improvement Area No. 1. The Joint Financing Agreement ("JCFA") for the Moreno Valley Unified School District's CFD 91-1 Improvement Area No. 1 ("CFD 91-1 IA1") encompasses 85 acres and provides a financing mechanism to construct several Community Services District ("CSD") facilities as part of the conditions of approval for development of the property.

CV Communities ("Developer") acquired 38 of the 85 acres and has assumed the responsibilities and obligations under the JCFA as it pertains to their property. The Developer and the MVUSD plan to establish a new community facilities district to

finance the cost of constructing school facilities and mitigation requirements, and do not plan to utilize CFD 91-1 IA1. Therefore, the Developer is requesting that the portion of the JCFA which applies to its property be rescinded and terminated. Approval of a rescission agreement will not relieve the Developer of its conditions of approval.

DISCUSSION

The Moreno Valley Unified School District (“MVUSD”) established Community Facilities District 91-1 Improvement Area No. 1 (“CFD 91-1 IA1”) on November 19, 1991 in order to finance certain public infrastructure improvements. In concert with CFD 91-1 IA1’s formation, the City of Moreno Valley (“City”) and the Moreno Valley Community Services District (“CSD”) adopted City Resolution No. 92-91 and CSD Resolution No. 92-12 approving a Joint Financing Agreement (“JCFA”) with the MVUSD and Moreno Valley Development Land Fund C/Q. The JCFA authorizes CFD 91-1 IA1 to finance the costs of the design, engineering, construction, and acquisition administration of the facilities to be constructed. No bonds have been issued for the CFD 91-1 IA1.

CV Communities, LLC is the successor to Moreno Valley Development Land Fund C/Q (“Developer”) as it relates to approximately 38 acres (Attachment 2) and has advised the MVUSD that it will not be issuing bonds as part of CFD 91-1 IA1 as originally intended. Rather the Developer and MVUSD have been discussing formation of a new community facilities district (“CFD”) to fund only school district facilities and mitigation requirements. While Section 11 of the JCFA indicates that it may be of no further force and effect due to the non-issuance of bonds, the MVUSD and Developer find it necessary to formally rescind the JCFA as a threshold matter before continuing with the formation of their new CFD. Approval of the attached Agreement to Partially Rescind and Terminate a Portion of the Joint Financing Agreement as to Improvement Area No. 1 of CFD No. 91-1 of the Moreno Valley Unified School District (Attachment 4) will not relieve the Developer, or any other property within the original boundaries of CFD 91-1 IA1, of its obligations to satisfy the City’s conditions of approval.

ALTERNATIVES

1. **Adopt the Resolution Authorizing Execution of an Agreement to Partially Rescind and Terminate a Portion of the Joint Financing Agreement as to Improvement Area No. 1 of CFD No. 91-1 of the Moreno Valley Unified School District.** This will enable the MVUSD to proceed with formation of a new CFD, which is unrelated to the City of Moreno Valley and/or its facilities, and terminate the record of special taxes as it relates to the property described in Attachment 2 for CFD No. 91-1 IA1. No bonds have been issued for MVUSD CFD No. 91-1 IA1.
2. **Do Not Adopt the Resolution Authorizing the Execution of an Agreement to Partially Rescind and Terminate a Portion of the Joint Financing Agreement as to Improvement Area No. 1 of CFD No. 91-1 of the Moreno Valley Unified School District.** While the JCFA may be of no further force and effect due to the non-issuance of bonds, the Moreno Valley Unified School District and developers initiating proceedings to form a new community facilities district find it necessary to

formally rescind the JCFA as a threshold matter before continuing with the formation of a new CFD. Without the approval of this agreement, the MVUSD may have difficulty in proceeding with a new CFD formation.

3. **Do Not Adopt the Resolution Authorizing the Execution of an Agreement to Partially Rescind and Terminate a Portion of the Joint Financing Agreement as to Improvement Area No. 1 of CFD No. 91-1 of the Moreno Valley Unified School District, but continue the item to a future City Council meeting.** While the JCFA may be of no further force and effect due to the non-issuance of bonds, the Moreno Valley Unified School District and developers initiating proceedings to form a new community facilities district find it necessary to formally rescind the JCFA as a threshold matter before continuing with the formation of a new CFD. Without the approval of this agreement, the MVUSD may have difficulty in proceeding with a new CFD formation. Continuing the item may delay plans to establish their new CFD.

FISCAL IMPACT

There is no financial impact to the City. No bonds have been issued for MVUSD CFD No. 91-1 IA1. Developers within the CFD boundaries will still be subject to the City's conditions of approval process.

CITY COUNCIL GOALS

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

NOTIFICATION

N/A

ATTACHMENTS

1. Proposed City Resolution
2. Subject Property
3. MVUSD Legal Counsel Request w/out attachments
4. Agreement to Partially Rescind and Terminate a Portion of the Joint Financing Agreement as to Improvement Area No. 1 of CFD No. 91-1 of the Moreno Valley Unified School District

Prepared By:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer/City Treasurer

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RESOLUTION NO. 2014-86

A RESOLUTION OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE EXECUTION OF AN AGREEMENT TO PARTIALLY RESCIND AND TERMINATE THE JOINT FINANCING AGREEMENT AS TO IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 91-1 OF THE MORENO VALLEY UNIFIED SCHOOL DISTRICT

WHEREAS, on November 19, 1991, the Board of Education of the Moreno Valley Unified School District (the "MVUSD") adopted Resolution No. 1991-92-64 designating and establishing Improvement Area No. 1 of Community Facilities District No. 91-1 pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended and stating its intention to levy a special tax and to incur bonded indebtedness in the amount of \$20,000,000 within proposed Improvement Area No. 1 for the purpose of financing certain construction, purchase, modification, expansion, improvement, furnishing, equipping or rehabilitation of certain real and other tangible property with an estimated useful life of five years or longer (the "Facilities"); and

WHEREAS, pursuant to Section 53316.2 of the Act, the City Council of the City of Moreno Valley did adopt Resolution No. 92-91 approving a Joint Financing Agreement (the "JCFA") by and among Community Facilities District 91-1 of the Moreno Valley Unified School District, the City of Moreno Valley, the Moreno Valley Community Services District and the Moreno Valley Development Land Fund C/Q relating to certain Facilities, including certain park facilities, fire station contribution and a veteran's memorial, which Facilities were expected to be conveyed to the City and the Moreno Valley Community Services District, respectively; and

WHEREAS, the JCFA covers the development of approximately 85 acres; and

WHEREAS, CV Communities, LLC (the "Developer") has advised the MVUSD that it is the successor to and has assumed the responsibilities and obligations under the JCFA with respect to approximately 38 of the 85 acres covered under the JCFA, which is legally described in Exhibit "A" and depicted in Exhibit "B" attached hereto; and

WHEREAS, the MVUSD and Developer plan to establish a new Community Facilities District 2014-2 for purposes of funding of school facilities and mitigation for the 38 acres and have requested that the JCFA be rescinded and terminated for that portion of the property as described in Exhibit "A" and Exhibit "B" by approval of an Agreement to Partially Rescind and Terminate the Joint Financing Agreement as to Improvement Area No. 1 of Community Facilities District No. 91-1 of the Moreno Valley Unified School District.

1
Resolution No. 2014-86
Date Adopted: October 28, 2014

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

SECTION 1. Each of the above recitals is true and correct.

SECTION 2. The Mayor and City Council by approval of this Resolution agrees to partially terminate and rescind that portion of the Joint Financing Agreement dated September 3, 1992, by and among Moreno Valley Unified School District, the City of Moreno Valley, Moreno Valley Community Services District and Moreno Valley Development Land Fund C/Q with respect to the property more fully described in Exhibit "A" and Exhibit "B".

SECTION 3. The Mayor and City Council hereby authorizes the execution of an Agreement to Partially Rescind and Terminate the Joint Financing Agreement as to Improvement Area No. 1 of Community Facilities District No. 91-1 of the Moreno Valley Unified School District.

APPROVED AND ADOPTED this 28th day of October, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2014-86
Date Adopted: October 28, 2014

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A: (APN: 478-100-034-1)

LOT 5, BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPTING THE EAST 77.1 FEET AS CONVEYED TO THE MORENO VALLEY UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION BY DEED RECORDED JUNE 25, 1992 AS INSTRUMENT NO. 234819 OFFICIAL RECORDS.

PARCEL B: (APN: 478-090-007-7)

LOT 8, BLOCK 133, AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALLESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

PARCEL C: APN: (478-090-036-3 AND 478-100-010-9)

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 940/AND CERTIFICATE OF COMPLIANCE RECORDED MARCH 25, 2004 AS INSTRUMENT NO. 2004-210418, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

LOT 4, OF BLOCK 134 AND THAT PORTION OF LOT 1 OF BLOCK 133 OF MAP NO. 1, AS SHOWN ON BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER BEING THE CENTERLINE INTERSECTION OF BRODIAEA AVENUE, 80.00 FEET WIDE AND QUINCY STREET, 60.00 FEET WIDE; THENCE ALONG SAID CENTERLINE OF SAID BRODIAEA AVENUE, NORTH 89° 33' 51" WEST, AS SHOWN ON PARCEL MAP 8114, ON FILE IN BOOK 38, PAGE 28, OF PARCEL MAPS, CORDS OF SAID COUNTY

A-1

BAW&G/178189
12057 C 7.1 - 09.02.14

3
Resolution No. 2014-86
Date Adopted: October 28, 2014

(EAST, AS SHOWN ON SAID BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP), A DISTANCE OF 262.12 FEET TO A POINT, SAID POINT BEING SOUTH 89° 33' 51" EAST, A DISTANCE OF 397.94 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE AT RIGHT ANGLES TO SAID CENTERLINE OF SAID BRODIAEA AVENUE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 133.00 FEET; THENCE ALONG SAID PARALLEL LINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 58.00 FEET; THENCE ALONG SAID PARALLEL LINE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 527.13 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 33' 42" EAST, A DISTANCE OF 320.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4, SOUTH 89° 33' 42" EAST, A DISTANCE OF 660.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID LOT 4, NORTH 0° 26' 27" EAST, A DISTANCE OF 660.17 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4, SAID CORNER BEING ON SAID CENTERLINE OF SAID BRODIAEA AVENUE; THENCE ALONG SAID CENTERLINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 660.06 FEET TO THE POINT OF BEGINNING.

PARCEL D: (APN: 478-100-009-9)

LOT 3, BLOCK 134 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF BRODIAEA AVENUE WITHIN SAID BLOCK, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT.

A-2

BAW&G/178189
12057 C 7.1 - 09.02.14

4
Resolution No. 2014-86
Date Adopted: October 28, 2014

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2014-86 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of October, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

6
Resolution No. 2014-86
Date Adopted: October 28, 2014

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A: (APN: 478-100-034-1)

LOT 5, BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPTING THE EAST 77.1 FEET AS CONVEYED TO THE MORENO VALLEY UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION BY DEED RECORDED JUNE 25, 1992 AS INSTRUMENT NO. 234819 OFFICIAL RECORDS.

PARCEL B: (APN: 478-090-007-7)

LOT 8, BLOCK 133, AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALLESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

PARCEL C: APN: (478-090-036-3 AND 478-100-010-9)

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 940/AND CERTIFICATE OF COMPLIANCE RECORDED MARCH 25, 2004 AS INSTRUMENT NO. 2004-210418, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

LOT 4, OF BLOCK 134 AND THAT PORTION OF LOT 1 OF BLOCK 133 OF MAP NO. 1, AS SHOWN ON BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER BEING THE CENTERLINE INTERSECTION OF BRODIAEA AVENUE, 80.00 FEET WIDE AND QUINCY STREET, 60.00 FEET WIDE; THENCE ALONG SAID CENTERLINE OF SAID BRODIAEA AVENUE, NORTH 89° 33' 51" WEST, AS SHOWN ON PARCEL MAP 8114, ON FILE IN BOOK 38, PAGE 28, OF PARCEL MAPS, CORDS OF SAID COUNTY

(EAST, AS SHOWN ON SAID BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP), A DISTANCE OF 262.12 FEET TO A POINT, SAID POINT BEING SOUTH 89° 33' 51" EAST, A DISTANCE OF 397.94 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE AT RIGHT ANGLES TO SAID CENTERLINE OF SAID BRODIAEA AVENUE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 133.00 FEET; THENCE ALONG SAID PARALLEL LINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 58.00 FEET; THENCE ALONG SAID PARALLEL LINE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 527.13 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 33' 42" EAST, A DISTANCE OF 320.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4, SOUTH 89° 33' 42" EAST, A DISTANCE OF 660.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID LOT 4, NORTH 0° 26' 27" EAST, A DISTANCE OF 660.17 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4, SAID CORNER BEING ON SAID CENTERLINE OF SAID BRODIAEA AVENUE; THENCE ALONG SAID CENTERLINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 660.06 FEET TO THE POINT OF BEGINNING.

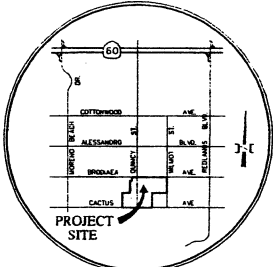
PARCEL D: (APN: 478-100-009-9)

LOT 3, BLOCK 134 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF BRODIAEA AVENUE WITHIN SAID BLOCK, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT.

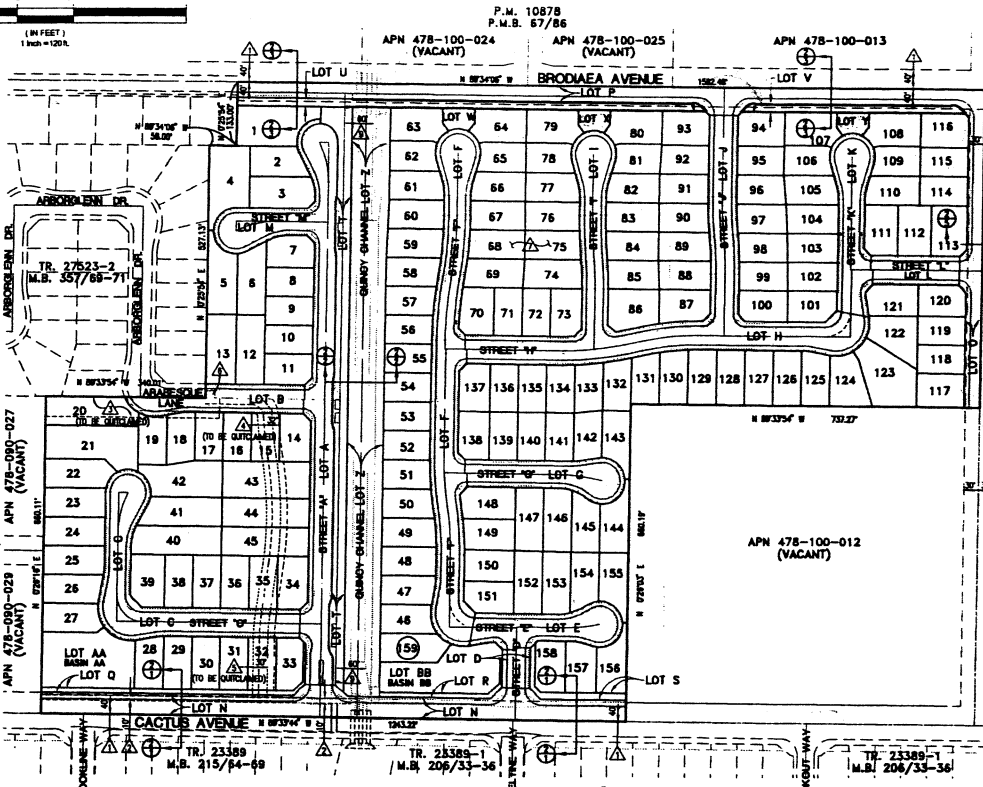
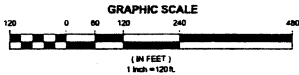
EXHIBIT "B"

MAP

TENTATIVE TRACT MAP No. 36436 CITY OF MORENO VALLEY RIVERSIDE COUNTY, CALIFORNIA



VICINITY MAP
NOT TO SCALE



LEGAL DESCRIPTION
BEING A SUBDIVISION OF A PORTION OF LOTS 1 AND LOTS 3, 4, 5 AND 6 OF BLOCK 134 AS SHOWN BY MAP NO. 29 OF 29 SAN BERNARDO COUNTY AND ALLEGEDLY DEVELOPED BY COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF INVERDE, STATE OF CALIFORNIA, AS SHOWN BY MAP NO. 722 OF 111 PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDO COUNTY, THE WITHIN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDO BASIN AND VERTINA.

ASSESSOR'S PARCEL NUMBERS
APN 478-100-024 (VACANT) APN 478-100-012 (VACANT)
APN 478-090-007 APN 478-100-008
APN 478-090-036

UTILITY PURVEYORS
WATER: DAND
SEWER: EMMO
GAS: SOUTHERN CALIFORNIA GAS COMPANY
ELECTRIC: MORENO VALLEY ELECTRIC UTILITY
TELEPHONE: VERTINA
SOLID WASTE: WASTE MANAGEMENT OF INLAND VALLEY

ZONING DATA:
DISTING GENERAL PLAN: R10/R15
PROPOSED GENERAL PLAN: VS
EXISTING ZONING: VS10/R15
PROPOSED ZONING: VS

LAND USE DATA:
EXISTING LAND USE: VACANT (UNDEVELOPED)
PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL - NORTH, WEST & SOUTH
EXISTING ADJACENT LAND USE: VACANT (UNDEVELOPED) - NORTH & EAST

LAND USE SUMMARY

LOTS	LAMB USE	ACREAGE	PERCENTAGE
1-150	SINGLE-FAMILY RESIDENTIAL	28.97	61.97%
A-10	PUBLIC STREETS (DOWNT)	8.08	17.22%
M-10	PUBLIC STREETS (BRODIAEA, WILMUT, CACTUS)	3.10	6.62%
B-2	LANDSCAPE/PUBLIC ACCESS LOTS	1.20	2.58%
M-10	WATER QUALITY BASINS	1.04	2.28%
CC	WETTED QUINCY CHANNEL	2.15	4.64%
	SHRINE ACREAGE	43.53 AC.	100.00%
	NET ACREAGE	28.97 + 8.08 + 38.88 AC.	

DENSITY 159 UNITS/43.52 GROSS ACRES = 3.65 UNITS PER ACRE GROSS
159 UNITS/28.03 NET ACRES = 4.41 UNITS PER ACRE NET

TYPICAL RESIDENTIAL LOTS
TYPICAL WIDTH = 60 FEET
TYPICAL DEPTH = 100 FEET
MINIMUM LOT AREA = 6,000 SQUARE FEET

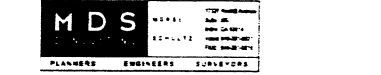
LOT FRONTAGE NOTE
THE FOLLOWING LOTS HAVE FRONTAGE LESS THAN 30 FEET:
LOTS 21 & 22 - 44 FEET
LOTS 83, 84, 79, 80, 107, 108 & 116 - 35 FEET
LOT 122 - 43 FEET
LOT 123 - 40 FEET

APPLICANT/DEVELOPER
CY COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
PH: (949) 258-7539
FAX: (949) 378-5522
CONTACT: BRIAN THOMAS

OWNER
CY COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
PH: (949) 258-7539
FAX: (949) 378-5522
CONTACT: BRIAN THOMAS

CIVIL ENGINEER
[Signature]
10/19/12
RCE 2008, EXP. 9-30-13

PLANNER ENGINEERS SURVEYORS
[Signature]
10/19/12
RCE 2008, EXP. 9-30-13



PA12-0005
**TENTATIVE TRACT
MAP No. 36436**
CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA

DATE PREPARED: OCTOBER 19, 2012
SHEET 1 OF 6 SHEETS

PROJECT DESCRIPTION
THE 38436 IS PROPOSED AS A SINGLE-FAMILY RESIDENTIAL PROJECT CONSISTING OF 159 LOTS ON 43.52 GROSS ACRES (TO CENTERLINE OF ADJACENT PUBLIC STREETS), RESULTING IN A GROSS DENSITY OF 3.65 DU/ACRE. THE NET ACREAGE OF 38.43 ACRES (RESIDENTIAL LOTS AND INTERIOR STREETS ONLY) RESULTS IN A NET DENSITY OF 3.65 DU/ACRE. THE LOTS WILL BE TYPICALLY SIXTY FEET WIDE AND ONE HUNDRED FEET DEEP WITH A SIX THOUSAND SQUARE MINIMUM LOT SIZE.
THE PROJECT WILL TAKE ACCESS FROM BRODIAEA AVENUE, WILMUT STREET AND CACTUS AVENUE. SECONDARY ACCESS IS ALSO AVAILABLE THROUGH TRACT NO. 27252-2, WITH THE EXTENSION OF HIGHWAY ONE. EACH OF THE THREE FORMER PUBLIC STREETS WILL HAVE LANDSCAPING INSTALLED TO CITY STANDARDS.
THE PROJECT WILL CONSTRUCT THE QUINCY STORM DRAIN CHANNEL FROM BRODIAEA AVENUE SOUTH TO CACTUS AVENUE. THE QUINCY CHANNEL CORRIDOR WILL ALSO CONTAIN A WETLAND WETSPREAD AREA WITHIN THE CHANNEL. TWO WATER QUALITY BASINS WILL ALSO BE PROVIDED TO CLEANSE THE PROJECT'S FIRST FLUSH STORMWATER AND DRY WEATHER INFILTRATION.
A CITY MULTI-PURPOSE TRAIL, PARALLELING THE QUINCY CHANNEL ON ITS WEST SIDE (EAST SIDE OF STREET AL) IS PROPOSED. THIS NORTH-SOUTH TRAIL WILL CONNECT TO THE CACTUS AVENUE TRAIL, AND TO THE PROPOSED TRAIL ON THE SOUTH SIDE OF BRODIAEA AVENUE. STREET WILL INCLUDE PARKING BAYS LOCATED AT EACH OF THE THREE EAST-WEST CORNERS TO STREET A. DIRECT PEDESTRIAN CONNECTIONS WILL BE MADE TO THE NORTH-SOUTH TRAIL AT EACH OF THESE THREE INTERSECTIONS.

GENERAL NOTES
THERE ARE NO KNOWN EXISTING WELLS, IRRIGATION LINES, CESSPOOLS, SEPTIC TANKS AND SOILAGE LEACH FIELDS.
ALL STREET RIGHT OF WAYS TO BE PUBLIC OWNED AND MAINTAINED.
THERE ARE NO KNOWN PREVIOUSLY FILLED AREAS WITHIN THE SITE, INCLUDING ANY LEAK OR SOLID WASTE DISPOSAL SITES.
ALL HOMES SHALL BE FIRE SPRINKLED.
THE APPLICANT/DEVELOPER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS, PURSUANT TO SECTION 66461.1 OF THE SUBDIVISION MAP ACT. A PHASING PLAN SHALL BE SUBMITTED FOR APPROVAL PRIOR TO THE RECORDED OF THE FIRST FINAL MAP.
A PERMISSION TO GRAVE LETTER SHALL BE REQUIRED PRIOR TO INSURANCE OF A GRAVING PERMIT FOR ANY CROWING ON ADJACENT PROPERTIES.
NO BUILDING PERMITS SHALL BE ISSUED FOR LOTS AFFECTED BY EXISTING EASEMENTS UNTIL SUCH EASEMENTS HAVE BEEN OUTFORMED AND/OR WIDENED.
NORTHERLY OFFSITE FLOWS WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE NORTH SIDE OF BRODIAEA.
NORTHERLY OFFSITE FLOWS, ON THE EAST SIDE OF WILMUT, WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE EAST SIDE OF WILMUT.
EAST SIDE PROJECT FLOWS WILL FLOW THROUGH THE EASTERLY WATER QUALITY BASIN (BASIN BB) AND OUTFLOW TO THE QUINCY CHANNEL.
WEST SIDE PROJECT FLOWS WILL FLOW THROUGH THE WESTERLY WATER QUALITY BASIN (BASIN AA) WITH AN OUTFLOW STORM DRAIN EXTENDING APPROXIMATELY 2000 FEET WESTERLY ALONG CACTUS AVENUE, CONNECTING TO WEST & WEST-MORNING ASPHALT LAKE F-4, AT MORENO BEACH DRIVE. TRENCH REPAIR INCLUDING GRADING AND OVERLAY AT LEAST ONE LINE WILL BE REQUIRED WITH THIS EXTENSION.
LETTED LOTS U, V AND W SHALL BE GRANTED TO THE PUBLIC FOR OPEN SPACE AND MULTI-USE TRAIL PURPOSES.
PEDESTRIAN ACCESS EASEMENTS SHALL BE GRANTED TO THE PUBLIC OVER OPEN SPACE LOTS W, X AND Y.

ENVIRONMENTAL PERMITS/CLEARANCES
REGULATORY PERMITS NEEDED FOR THE PROJECT CONSIST OF A U.S. ARMY CORPS OF ENGINEERS (CORPS) SECTION 404 PERMIT, A CALIFORNIA FISH AND GAME SECTION 1802 STREAMBED ALTERATION AGREEMENT, AND A SWIM AREA REGIONAL WATER QUALITY CONTROL BOARD SECTION 401 WATER QUALITY CERTIFICATE. THE CORPS SECTION 404 PERMIT COULD BE AN INDIVIDUAL SECTION 404 PERMIT OR A WATERSHED PERMIT 13, 14 AND/OR 28.

FLOOD ZONE
SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD MAP 0606030770G, EFFECTIVE DATE OF AUGUST 28, 2006.

- EASEMENT NOTES**
- EASEMENT GRANTED TO THE PUBLIC FOR PUBLIC ROAD AND INCIDENTAL PURPOSES PER BEAR VALLEY AND ALLEGEDLY DEVELOPED COMPANY MAP RECORDED IN BOOK 11, PAGE 10 OF SAN BERNARDO COUNTY MAPS.
 - EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR ELECTRICAL LINES AND INCIDENTAL PURPOSES REC. SEPT. 30, 1988 AS INSTRUMENT NO. 97257, O.R.
 - EASEMENT IN FAVOR OF CACTUS MANHOLE, LLC FOR SHAPE AND TEMPORARY CONSTRUCTION PURPOSES RECORDED DEC. 2, 2003 AS INSTRUMENT NO. 2003-042813, O.R. (TO BE OUTFORMED)
 - EASEMENT IN FAVOR OF CACTUS MANHOLE, LLC FOR ROAD AND MAINTENANCE PURPOSES RECORDED JUNE 20, 2004 AS INSTRUMENT NO. 2004-000704, O.R. (TO BE OUTFORMED)
 - EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-011944, O.R. (TO BE OUTFORMED)
 - EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SEWAGE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-011944, O.R. (TO BE OUTFORMED)
 - EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR FACILITIES, INGRESS AND EGRESS RECORDED DECEMBER 11, 2008 AS INSTRUMENT NO. 2008-0807731, O.R. (SAS EASEMENT IS BLANKET IN NATURE. (TO BE OUTFORMED))
 - EASEMENTS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED MAY 4, 1955, BOOK 1702, PAGE 500, & MAR. 23, 1954, BOOK 2456, PAGE 201, & MAR. 4, 1955, BOOK 1702, PAGE 487, & MAR. 4, 1955, BOOK 1705, PAGE 552. ALL OFFICIAL RECORDS. THE LOCATION OF SAS EASEMENT CANNOT BE LOCATED FROM RECORD.
 - EXISTING QUINCY STREET RIGHT OF WAY TO BE WIDENED.

EARTHWORK QUANTITIES (SEE PRELIMINARY GRADING PLAN)

	CUT	FILL
MASS EXCAVATION	84,273 CY	86,097 CY
SHRINKAGE (20%)	(16,855 CY)	-
CLEANING & GROOMING (0.1)	(7,275 CY)	-
SUBSIDENCE (0.1)	(7,275 CY)	-
OVEREXCAVATION	259,286 CY	259,286 CY
SHRINKAGE (20%)	(51,578 CY)	-
TOTAL	288,776 CY	345,983 CY
IMPORT	IMPORT	77,207 CY

SOURCE OF TOPOGRAPHY
COMPILED BY PHOTOGRAPHIC METHODS FROM AERIAL PHOTOGRAPHY DATED DECEMBER 2, 2011 BY DON READ CORPORATION.

SHEET INDEX:
COVER SHEET SHEET 1
TYPICAL SECTIONS & DETAILS SHEET 2
TENTATIVE TRACT MAP SHEETS 3-6

BOWIE, ARNESON, WILES & GIANNONEA PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
ATTORNEYS AT LAWALEXANDER BOWIE*
JOAN C. ARNESON
WENDY H. WILES*
PATRICIA B. GIANNONE
ROBERT E. ANSLOW
BRIAN W. SMITH
JEFFREY A. HOSKINSON
JEFFREY W. FREY
LYNH N. NGUYEN
MATTHEW T. NICHOLS
KAI MACDONALD4920 CAMPUS DRIVE
NEWPORT BEACH, CALIFORNIA 92660
(949) 851-1300(800) 649-0997
FAX (949) 851-2014REF. OUR FILE
12057 C 7.1

*A PROFESSIONAL CORPORATION

September 2, 2014

Rec'd
9/3/2014**VIA OVERNIGHT MAIL**Ms. Candace E. Cassel
Special Districts Division Manager
Financial & Management Services
City of Moreno Valley
14177 Frederick Street, Suite 2
Moreno Valley, California 92553-9014***Re: Proposed Rescission of Joint Financing Agreement Among Moreno Valley Unified School District, the City of Moreno Valley, Moreno Valley Community Services District and the Moreno Valley Development Land Fund C/Q***

Dear Ms. Cassel:

Thank you for your e-mail of August 26, 2014. As noted, the Moreno Valley Unified School District ("MVUSD") is a party to the agreement entitled "Joint Financing Agreement Among Moreno Valley Unified School District, the City of Moreno Valley, Moreno Valley Community Services District and the Moreno Valley Development Land Fund C/Q" ("1992 CSD/JCFA") dated August 24, 1992.

CV Communities, LLC, who proposes to develop residential dwelling units on land to which the 1992 CSD/JCFA is applicable, has advised MVUSD that it is the successor to and has assumed the responsibilities and obligations under the 1992 CSD/JCFA, as to the "CV/Property" described on Exhibit "A" and depicted on Exhibit "B" to the proposed "Rescission Agreement enclosed as Attachment "A" hereto. It is requested that the enclosed Rescission Agreement be approved by the City Council on behalf of the City of Moreno Valley and as the governing board of the Moreno Valley Community Services District. This relates to a proposed new community facilities district of MVUSD ("CFD No. 2014-2").

BOWIE, ARNESON, WILES & GIANNONE

Ms. Candace E. Cassel
Special Districts Division Manager
City of Moreno Valley
September 2, 2014
Page 2

Upon such being formed as agreed by MVUSD and CV Communities, the special taxes of Improvement Area No. 1 of CFD No. 91-1 of MVUSD will be terminated of record as to the CV Property.

If you have any questions or would like to discuss the contents of this letter, please call (949) 851-1300, or e-mail abowie@bawg.com. Thank you for your consideration in this regard.

Very truly yours,

BOWIE, ARNESON, WILES & GIANNONE

By: 
Alexander Bowie

AB/MN:pk
Enclosures

cc: Mays Kakish, Moreno Valley Unified School District
Rick Teichert, Chief Financial Officer/City Treasurer, City of Moreno Valley
Adam Smith, CV Communities
John Yeager, Esq., O'Neil LLP
Matthew T. Nichols, Bowie, Arneson, Wiles & Giannone
Barbara Hale-Carter, Special Districts Financing & Administration

**AGREEMENT TO PARTIALLY RESCIND AND TERMINATE THE JOINT
FINANCING AGREEMENT AS TO IMPROVEMENT AREA NO. 1 OF COMMUNITY
FACILITIES DISTRICT NO. 91-1 OF THE MORENO VALLEY UNIFIED SCHOOL
DISTRICT**

This Agreement to Partially Rescind and Terminate the Joint Financing Agreement as to Improvement Area No. 1 of Moreno Valley Unified School District (“Partial Rescission Agreement”), is dated as of, and entered into, as of the ___ day of _____, 2014 (“Effective Date”) by and between the Moreno Valley Unified School District, a school district organized and existing under and by virtue of the constitution and the laws of the State of California (hereinafter referred to as “MVUSD”); the City of Moreno Valley, a municipal corporation organized and existing under the laws of the State of California (“City”); Community Facilities District No. 91-1 of the Moreno Valley Unified School District (“CFD No. 91-1”); Improvement Area No. 1 of Community Facilities District No. 91-1 (“CFD No. 91-1/IA No. 1”), formed and existing pursuant to the Mello-Roos Act of 1982, as amended (“Act”); the Moreno Valley Community Services District, a community services district organized and existing under Government Code Sections 61000 *et seq.* of the State of California (“M/CSD”); and CV Communities, LLC, a Delaware limited liability company (“Developer”). MVUSD, CFD No. 91-1, CFD No. 91-1/IA No. 1, City, M/CSD and Developer may be collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, on November 19, 1991, the Board of Education of the Moreno Valley Unified School District (“Board”) pursuant to the Act established CFD No. 91-1 and thereafter established CFD No. 91-1/IA No. 1 for the purpose of financing the construction, purchase,

modification, expansion, improvement, furnishing, equipping or rehabilitation of certain real and other tangible property with an estimated useful life of five years or longer, including certain water and sewer, flood control, road and roadway, park and open space and public utilities and public facilities to serve the area within CFD No. 91-1/IA No. 1 (“Improvement Area No. 1 Territory”), including the “Developer Property” which is legally described in Exhibit “A” and depicted in Exhibit “B” attached hereto; and

WHEREAS, in concert with the formation of CFD No. 91-1/IA No. 1, the Parties entered into the agreement entitled “Joint Financing Agreement Among Moreno Valley Unified School District, the City Of Moreno Valley, Moreno Valley Community Services District and the Moreno Valley Development Land Fund C/Q” (“1992 JCFA”) on August 24, 1992, which 1992 JCFA is attached hereto as Exhibit “C” for reference; and

WHEREAS, Developer, as current owner of Developer Property, requests that the 1992 JCFA be rescinded as to the Developer Property by execution of this Partial Rescission Agreement by and among the Parties; and

WHEREAS, the Parties agree that upon the execution of a School Facilities Funding and Mitigation Agreement between and among MVUSD and Developer, formation of Community Facilities District No. 2014-2 of the Moreno Valley Unified School District (“CFD No. 2014-2”), successful judicial validation thereof, CFD No. 91-1, and no challenge or judicial proceedings are pending in regard to proposed CFD No. 2014-2, that CFD No. 91-1, by action of its legislative body, shall concurrently make a determination that CFD No. 91-1, as to the Developer

Property, elects not to sell bonds of CFD No. 91-1/IA No. 1, as provided in the 1992 JCFA and the legislative body of CFD No. 91-1 shall record, as to the Developer Property, a “Notice of Cessation of Special Tax” pursuant to California Government Code Section 53330.5 stating that the obligation to pay the CFD No. 91-1/IA No. 1 “Special Taxes” has ceased as to the described Developer Property and that the lien imposed by the previously recorded CFD No. 91-1/IA No. 1 Notice of Special Tax Lien is extinguished as to the Developer Property; and

WHEREAS, all acts, conditions and consideration required by law to have occurred and have been, or will be, performed precedent to and in connection with the execution and performance of this Partial Rescission Agreement, and the Parties hereto are now duly authorized to execute and enter into this Partial Rescission Agreement.

WHEREAS, this Partial Rescission Agreement shall not affect the rights of any other owner of property in CFD No. 91-1/IA No. 1, other than as expressly described herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, conditions and provisions contained herein, the Parties thereto do agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated within the provisions of this Partial Rescission Agreement by this reference.

Section 2. The 1992 JCFA is terminated as to the Developer Property and all of the obligations of the Parties thereunder have ceased as pertaining to the Developer Property.

Section 3. The Parties hereto, individually and jointly, and in their respective capacities pursuant to the 1992 JCFA do hereby acknowledge the rescission and termination of the 1992 JCFA with respect to CFD No. 91-1/IA No. 1 as to the Developer Property and all interests of the respective Parties under the 1992 JCFA with respect to CFD No. 91-1/IA No. 1 are hereby released, discharged and terminated as of the effective date hereof.

Section 4. This Partial Rescission Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

Section 5. In the event any provision of this Partial Rescission Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6. This Partial Rescission Agreement shall be governing by and construed in accordance with the laws of the State of California.

Section 7. This Partial Rescission Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but altogether shall constitute but one and the same agreement.

[Remainder of this page is blank]

IN WITNESS WHEREOF, the following Parties have caused this Partial Rescission Agreement to be executed by their respective officers thereunto duly authorized all as of the day and year first above written.

MORENO VALLEY UNIFIED SCHOOL DISTRICT

By _____
Title: Authorized Officer

COMMUNITY FACILITIES DISTRICT NO. 91-1 OF THE MORENO VALLEY UNIFIED SCHOOL DISTRICT, ON BEHALF OF ITSELF AND IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 91-1 OF THE MORENO VALLEY UNIFIED SCHOOL DISTRICT

By _____
Title: Authorized Officer

CITY OF MORENO VALLEY

By: _____
Title: Authorized Officer

**MORENO VALLEY COMMUNITY
SERVICES DISTRICT**

By _____
Title: Authorized Officer

CV COMMUNITIES, LLC

By _____
Title: Authorized Officer

NOTARIZATION OF ALL SIGNATURES REQUIRED

FOR USE WITH CITY OF MORENO VALLEY SIGNATURE

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally
appeared _____

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A: (APN: 478-100-034-1)

LOT 5, BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPTING THE EAST 77.1 FEET AS CONVEYED TO THE MORENO VALLEY UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION BY DEED RECORDED JUNE 25, 1992 AS INSTRUMENT NO. 234819 OFFICIAL RECORDS.

PARCEL B: (APN: 478-090-007-7)

LOT 8, BLOCK 133, AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALLESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

PARCEL C: APN: (478-090-036-3 AND 478-100-010-9)

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 940/AND CERTIFICATE OF COMPLIANCE RECORDED MARCH 25, 2004 AS INSTRUMENT NO. 2004-210418, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

LOT 4, OF BLOCK 134 AND THAT PORTION OF LOT 1 OF BLOCK 133 OF MAP NO. 1, AS SHOWN ON BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER BEING THE CENTERLINE INTERSECTION OF BRODIAEA AVENUE, 80.00 FEET WIDE AND QUINCY STREET, 60.00 FEET WIDE; THENCE ALONG SAID CENTERLINE OF SAID BRODIAEA AVENUE, NORTH 89° 33' 51" WEST, AS SHOWN ON PARCEL MAP 8114, ON FILE IN BOOK 38, PAGE 28, OF PARCEL MAPS, CORDS OF SAID COUNTY

(EAST, AS SHOWN ON SAID BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP), A DISTANCE OF 262.12 FEET TO A POINT, SAID POINT BEING SOUTH 89° 33' 51" EAST, A DISTANCE OF 397.94 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE AT RIGHT ANGLES TO SAID CENTERLINE OF SAID BRODIAEA AVENUE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 133.00 FEET; THENCE ALONG SAID PARALLEL LINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 58.00 FEET; THENCE ALONG SAID PARALLEL LINE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 527.13 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 33' 42" EAST, A DISTANCE OF 320.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4, SOUTH 89° 33' 42" EAST, A DISTANCE OF 660.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID LOT 4, NORTH 0° 26' 27" EAST, A DISTANCE OF 660.17 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4, SAID CORNER BEING ON SAID CENTERLINE OF SAID BRODIAEA AVENUE; THENCE ALONG SAID CENTERLINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 660.06 FEET TO THE POINT OF BEGINNING.

PARCEL D: (APN: 478-100-009-9)

LOT 3, BLOCK 134 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF BRODIAEA AVENUE WITHIN SAID BLOCK, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT.

EXHIBIT “B”

MAP

EXHIBIT “C”

1992 JCFA



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

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: October 28, 2014

TITLE: FIRST AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF MORENO VALLEY AND 2250 TOWN CIRCLE HOLDINGS, LLC

RECOMMENDED ACTION

Recommendations:

1. Approve the First Amendment to Agreement for Law Enforcement Services between the City of Moreno Valley and 2250 Town Circle Holdings, LLC.
2. Authorize the City Manager to sign the amended agreement.

SUMMARY

The City of Moreno Valley has provided law enforcement services at the Moreno Valley Mall since 1992, with all costs for such services paid by the owners of the Mall. This report recommends approval of an amended agreement to adjust law enforcement service levels at the Mall.

DISCUSSION

In 1992, the City of Moreno Valley and the owners of Moreno Valley Mall entered into an agreement which stationed a police officer at the Mall for 70 hours of service each week. The service level was specified in the Conditions of Approval for the mall project, and all costs for service are paid by the Mall.

The current owners of the Mall, 2250 Town Circle Holdings, requested that the City amend the Agreement to update service levels to reflect calls for service at that retail facility.

The City Manager’s Office, in collaboration with the Moreno Valley Police Department entered negotiations with Mall owners to review historical calls for service with detailed analysis of the days/times when demand is most significant.

All parties agree that adjusting the requirement to 41 hours per week will target on-site resources to correspond with the periods with the highest demand for law enforcement services. Calls for service outside these core hours will be assigned to Patrol officers, according to standard dispatch protocols.

Under the terms of the proposed agreement, revised service hours would take effect on January 8, 2015 as follows:

Day of the Week	Hours
Sunday	3:00 pm - 8:00 pm (5 hours)
Monday	3:00 pm - 8:00 pm (5 hours)
Tuesday	3:00 pm - 8:00 pm (5 hours)
Wednesday	3:00 pm - 8:00 pm (5 hours)
Thursday	3:00 pm - 8:00 pm (5 hours)
Friday	3:00 pm - 11:00 pm (8 hours)
Saturday	3:00 pm - 11:00 pm (8 hours)
	Total Weekly Hours: 41
	Total Annual Hours: 2132

ALTERNATIVES

1. Approve the recommended the First Amendment to Agreement for Law Enforcement Services between the City of Moreno Valley and 2250 Town Circle Holdings, LLC and authorize the City Manager to sign the amended agreement.
2. Do not approve the recommended amendment.

FISCAL IMPACT

Cost for service for provision of the recommended service level, based upon the Riverside Sheriff's Department contract rate, is approximately \$320,000. All costs for service will continue to be paid by 2250 Town Circle Holdings, LLC.

There is no impact upon the City's General Fund.

ATTACHMENTS

Attachment 1: First Amendment to Agreement for Law Enforcement Services between the City of Moreno Valley and 2250 Town Circle Holdings, LLC

Prepared by and Department Head Approval:
Thomas M. DeSantis
Assistant City Manager

Concurred By:
Joel Ontiveros
Chief of Police

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**FIRST AMENDMENT TO AGREEMENT
FOR LAW ENFORCEMENT SERVICES**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and 2250 Town Circle Holdings, LLC, hereinafter referred to as “2250 Town Circle.” This First Amendment to Agreement is made and entered into effective January 8, 2015.

RECITALS:

Whereas, the City and Towngate Regional Mall Company entered into an Agreement entitled “AGREEMENT FOR LAW ENFORCEMENT SERVICES,” hereinafter referred to as “Agreement,” dated October 14, 1992.

Whereas, the City is providing law enforcement services to the Towngate Mall pursuant to the Agreement.

Whereas, 2250 Town Circle is the current owner of Towngate Mall and is the successor in interest to the Agreement.

Whereas, it is desirable to amend the Agreement to amend the scope of the law enforcement services as is more particularly described in Section 1 of this First Amendment. A copy of the amended scope of service levels is attached as “Exhibit A-First Amendment” and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 2250 Town Circle is the successor in interest to Towngate Regional Mall Company for the Law Enforcement Services Agreement.

FIRST AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES

1.2 Notwithstanding anything to the contrary set forth in the Agreement, Section 2(g)(ii) and Section 5 of the Agreement are hereby amended to revise the Service Levels as provided in Exhibit A – First Amendment.

1.3 Notwithstanding anything set forth in the Agreement, including, without limitation, Section 6, which is hereby deemed deleted from the Agreement, should calls for service increase significantly as determined by the City's Chief of Police, the Parties agree to negotiate in good faith to meet the increased demands for service.

1.4 Compensation for the law enforcement services at the Service Levels set forth in Exhibit A-First Amendment shall be based on the terms of Section 7 of the Agreement but shall be appropriately and proportionately reduced to effectuate the reduced hours of service provided hereunder.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. To the extent of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

2250 Town Circle Holdings, LLC

By: _____

By: _____

City Manager

Title: _____

(President or Vice President)

Date: _____

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

By: _____

City Attorney

Title: _____

(Corporate Secretary)

Date

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachments: Exhibit A – First Amendment

FIRST AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES

EXHIBIT A – FIRST AMENDMENT

Day of the Week	Hours
Sunday	3:00 pm - 8:00 pm (5 hours)
Monday	3:00 pm - 8:00 pm (5 hours)
Tuesday	3:00 pm - 8:00 pm (5 hours)
Wednesday	3:00 pm - 8:00 pm (5 hours)
Thursday	3:00 pm - 8:00 pm (5 hours)
Friday	3:00 pm - 11:00 pm (8 hours)
Saturday	3:00 pm - 11:00 pm (8 hours)
	Total of 41 hours weekly

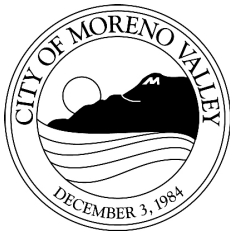
Total Hours - Year
2132

**MINUTES - REGULAR MEETING OF OCTOBER 14, 2014
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

TO: City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Richard Teichert, Chief Financial Officer/City Treasurer

AGENDA DATE: October 28, 2014

TITLE: RESOLUTION TO AUTHORIZE EXECUTION OF AGREEMENT TO PARTIALLY RESCIND AND TERMINATE THE JOINT FINANCING AGREEMENT AS TO IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 91-1 OF THE MORENO VALLEY UNIFIED SCHOOL DISTRICT AND CV COMMUNITIES, LLC.

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. CSD 2014-23. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Authorizing the Execution of an Agreement to Partially Rescind and Terminate the Joint Financing Agreement as to Improvement Area No. 1 of Community Facilities District No. 91-1 of the Moreno Valley Unified School District.

SUMMARY

This report recommends adoption of a Resolution which authorizes the execution of an Agreement to Partially Rescind and Terminate the Joint Financing Agreement for the Moreno Valley Unified School District's CFD No. 91-1 Improvement Area No. 1. The Joint Financing Agreement ("JCFA") for the Moreno Valley Unified School District's CFD 91-1 Improvement Area No. 1 ("CFD 91-1 IA1") encompasses 85 acres and provides a financing mechanism to construct several Community Services District ("CSD") facilities as part of the conditions of approval for development of the property.

CV Communities (“Developer”) acquired 38 of the 85 acres and has assumed the responsibilities and obligations under the JCFA as it pertains to their property. The Developer and the MVUSD plan to establish a new community facilities district to finance the cost of constructing school facilities and mitigation requirements, and do not plan to utilize CFD 91-1 IA1. Therefore, the Developer is requesting that the portion of the JCFA which applies to its property be rescinded and terminated. Approval of a rescission agreement will not relieve the Developer of its conditions of approval.

DISCUSSION

The Moreno Valley Unified School District (“MVUSD”) established Community Facilities District 91-1 Improvement Area No. 1 (“CFD 91-1 IA1”) on November 19, 1991 in order to finance certain public infrastructure improvements. In concert with CFD 91-1 IA1’s formation, the City of Moreno Valley (“City”) and the Moreno Valley Community Services District (“CSD”) adopted City Resolution No. 92-91 and CSD Resolution No. 92-12 approving a Joint Financing Agreement (“JCFA”) with the MVUSD and Moreno Valley Development Land Fund C/Q. The JCFA authorizes CFD 91-1 IA1 to finance the costs of the design, engineering, construction, and acquisition administration of the facilities to be constructed. No bonds have been issued for the CFD 91-1 IA1.

CV Communities, LLC is the successor to Moreno Valley Development Land Fund C/Q (“Developer”) as it relates to approximately 38 acres (Attachment 2) and has advised the MVUSD that it will not be issuing bonds as part of CFD 91-1 IA1 as originally intended. Rather the Developer and MVUSD have been discussing formation of a new community facilities district (“CFD”) to fund only school district facilities and mitigation requirements. While Section 11 of the JCFA indicates that it may be of no further force and effect due to the non-issuance of bonds, the MVUSD and Developer find it necessary to formally rescind the JCFA as a threshold matter before continuing with the formation of their new CFD. Approval of the attached Agreement to Partially Rescind and Terminate a Portion of the Joint Financing Agreement as to Improvement Area No. 1 of CFD No. 91-1 of the Moreno Valley Unified School District (Attachment 4) will not relieve the Developer, or any other property within the original boundaries of CFD 91-1 IA1, of its obligations to satisfy the City’s conditions of approval.

ALTERNATIVES

1. **Adopt the Resolution Authorizing Execution of an Agreement to Partially Rescind and Terminate a Portion of the Joint Financing Agreement as to Improvement Area No. 1 of CFD No. 91-1 of the Moreno Valley Unified School District.** This will enable the MVUSD to proceed with formation of a new CFD, which is unrelated to the City of Moreno Valley and/or its facilities, and terminate the record of special taxes as it relates to the property described in Attachment 2 for CFD No. 91-1 IA1. No bonds have been issued for MVUSD CFD No. 91-1 IA1.
2. **Do Not Adopt the Resolution Authorizing the Execution of an Agreement to Partially Rescind and Terminate a Portion of the Joint Financing Agreement as to Improvement Area No. 1 of CFD No. 91-1 of the Moreno Valley Unified**

School District. While the JCFA may be of no further force and effect due to the non-issuance of bonds, the Moreno Valley Unified School District and developers initiating proceedings to form a new community facilities district find it necessary to formally rescind the JCFA as a threshold matter before continuing with the formation of a new CFD. Without the approval of this agreement, the MVUSD may have difficulty in proceeding with a new CFD formation.

- 3. Do Not Adopt the Resolution Authorizing the Execution of an Agreement to Partially Rescind and Terminate a Portion of the Joint Financing Agreement as to Improvement Area No. 1 of CFD No. 91-1 of the Moreno Valley Unified School District, but continue the item to a future City Council meeting.** While the JCFA may be of no further force and effect due to the non-issuance of bonds, the Moreno Valley Unified School District and developers initiating proceedings to form a new community facilities district find it necessary to formally rescind the JCFA as a threshold matter before continuing with the formation of a new CFD. Without the approval of this agreement, the MVUSD may have difficulty in proceeding with a new CFD formation. Continuing the item may delay plans to establish their new CFD.

FISCAL IMPACT

There is no financial impact to the City. No bonds have been issued for MVUSD CFD No. 91-1 IA1. Developers within the CFD boundaries will still be subject to the City's conditions of approval process.

CITY COUNCIL GOALS

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

NOTIFICATION

N/A

ATTACHMENTS

1. Proposed CSD Resolution
2. Subject Property
3. MVUSD Legal Counsel Request w/out attachments
4. Agreement to Partially Rescind and Terminate a Portion of the Joint Financing Agreement as to Improvement Area No. 1 of CFD No. 91-1 of the Moreno Valley Unified School District

Prepared By:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer/City Treasurer

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RESOLUTION NO. CSD 2014-23

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE EXECUTION OF AN AGREEMENT TO PARTIALLY RESCIND AND TERMINATE THE JOINT FINANCING AGREEMENT AS TO IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 91-1 OF THE MORENO VALLEY UNIFIED SCHOOL DISTRICT

WHEREAS, on November 19, 1991, the Board of Education of the Moreno Valley Unified School District (the "MVUSD") adopted Resolution No. 1991-92-64 designating and establishing Improvement Area No. 1 of Community Facilities District No. 91-1 pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended and stating its intention to levy a special tax and to incur bonded indebtedness in the amount of \$20,000,000 within proposed Improvement Area No. 1 for the purpose of financing certain construction, purchase, modification, expansion, improvement, furnishing, equipping or rehabilitation of certain real and other tangible property with an estimated useful life of five years or longer (the "Facilities"); and

WHEREAS, pursuant to Section 53316.2 of the Act, the City Council of the City of Moreno Valley, acting in its capacity as the Board of Directors of the Moreno Valley Community Services District did adopt Resolution No. CSD 92-12 approving a Joint Financing Agreement (the "JCFA") by and among Community Facilities District 91-1 of the Moreno Valley Unified School District, the City of Moreno Valley, the Moreno Valley Community Services District and the Moreno Valley Development Land Fund C/Q relating to certain Facilities, including certain park facilities, fire station contribution and a veteran's memorial, which Facilities were expected to be conveyed to the City and the Moreno Valley Community Services District, respectively; and

WHEREAS, the JCFA covers the development of approximately 85 acres; and

WHEREAS, CV Communities, LLC (the "Developer") has advised the MVUSD that it is the successor to and has assumed the responsibilities and obligations under the JCFA with respect to approximately 38 of the 85 acres covered under the JCFA, which is legally described in Exhibit "A" and depicted in Exhibit "B" attached hereto; and

WHEREAS, the MVUSD and Developer plan to establish a new Community Facilities District 2014-2 for purposes of funding of school facilities and mitigation for the 38 acres and have requested that the JCFA be rescinded and terminated for that portion of the property as described in Exhibit "A" and Exhibit "B" by approval of an Agreement to Partially Rescind and Terminate the Joint Financing Agreement as to Improvement Area No. 1 of Community Facilities District No. 91-1 of the Moreno Valley Unified School District.

1
Resolution No. CSD 2014-23
Date Adopted: October 28, 2014

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Each of the above recitals is true and correct.

SECTION 2. The Community Services District by approval of this Resolution agrees to partially terminate and rescind that portion of the Joint Financing Agreement dated September 3, 1992, by and among Moreno Valley Unified School District, the City of Moreno Valley, Moreno Valley Community Services District and Moreno Valley Development Land Fund C/Q with respect to the property more fully described in Exhibit "A" and Exhibit "B".

SECTION 3. The Community Services District hereby authorizes the e of the Community Services District to execute an Agreement to Partially Rescind and Terminate the Joint Financing Agreement as to Improvement Area No. 1 of Community Facilities District No. 91-1 of the Moreno Valley Unified School District.

APPROVED AND ADOPTED this 28th day of October, 2014.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

2
Resolution No. CSD 2014-23
Date Adopted: October 28, 2014

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A: (APN: 478-100-034-1)

LOT 5, BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPTING THE EAST 77.1 FEET AS CONVEYED TO THE MORENO VALLEY UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION BY DEED RECORDED JUNE 25, 1992 AS INSTRUMENT NO. 234819 OFFICIAL RECORDS.

PARCEL B: (APN: 478-090-007-7)

LOT 8, BLOCK 133, AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALLESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

PARCEL C: APN: (478-090-036-3 AND 478-100-010-9)

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 940/AND CERTIFICATE OF COMPLIANCE RECORDED MARCH 25, 2004 AS INSTRUMENT NO. 2004-210418, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

LOT 4, OF BLOCK 134 AND THAT PORTION OF LOT 1 OF BLOCK 133 OF MAP NO. 1, AS SHOWN ON BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER BEING THE CENTERLINE INTERSECTION OF BRODIAEA AVENUE, 80.00 FEET WIDE AND QUINCY STREET, 60.00 FEET WIDE; THENCE ALONG SAID CENTERLINE OF SAID BRODIAEA AVENUE, NORTH 89° 33' 51" WEST, AS SHOWN ON PARCEL MAP 8114, ON FILE IN BOOK 38, PAGE 28, OF PARCEL MAPS, CORDS OF SAID COUNTY

A-1

BAW&G/178189
12057 C 7.1 - 09.02.14

3
Resolution No. CSD 2014-23
Date Adopted: October 28, 2014

(EAST, AS SHOWN ON SAID BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP), A DISTANCE OF 262.12 FEET TO A POINT, SAID POINT BEING SOUTH 89° 33' 51" EAST, A DISTANCE OF 397.94 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE AT RIGHT ANGLES TO SAID CENTERLINE OF SAID BRODIAEA AVENUE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 133.00 FEET; THENCE ALONG SAID PARALLEL LINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 58.00 FEET; THENCE ALONG SAID PARALLEL LINE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 527.13 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 33' 42" EAST, A DISTANCE OF 320.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4, SOUTH 89° 33' 42" EAST, A DISTANCE OF 660.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID LOT 4, NORTH 0° 26' 27" EAST, A DISTANCE OF 660.17 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4, SAID CORNER BEING ON SAID CENTERLINE OF SAID BRODIAEA AVENUE; THENCE ALONG SAID CENTERLINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 660.06 FEET TO THE POINT OF BEGINNING.

PARCEL D: (APN: 478-100-009-9)

LOT 3, BLOCK 134 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF BRODIAEA AVENUE WITHIN SAID BLOCK, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT.

A-2

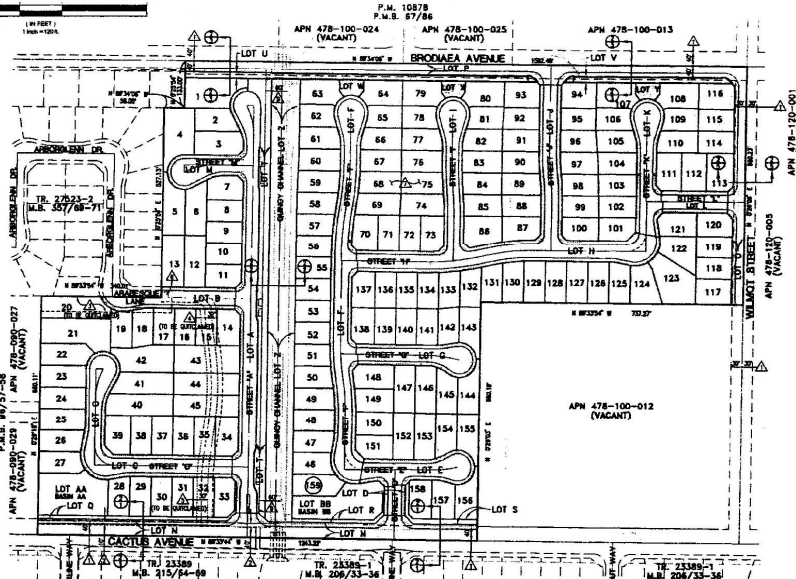
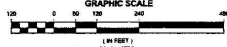
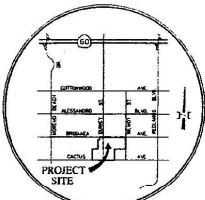
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4
Resolution No. CSD 2014-23
Date Adopted: October 28, 2014

EXHIBIT "B"

MAP

TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA



LEGAL DESCRIPTION
Being a subdivision of a portion of Lots 1 and 2, S. 4. E. 1/4, Sec. 2, T. 20 N., R. 12 E., S. 4, of the City of Moreno Valley, County of Riverside, State of California, as shown on Map No. 312-2, 308 1/2' x 100' 1/2' of Lots 1 and 2, in the Office of the County Registrar of San Bernardino County, and within Section 14, Township 20 N., Range 12 E., Meridian 117, and within the East and West 1/2 of Section 2, T. 20 N., R. 12 E., Meridian 117.

ASSESSOR'S PARCEL NUMBERS
APN 478-100-024 APN 478-100-025
APN 478-100-027 APN 478-100-028
APN 478-100-029

UTILITY PERMITS
WATER: DWD
ELECTRIC: MORENO VALLEY ELECTRIC UTILITY
SEWER: TELMEX
CABLE TV: AEC/PAH
DSL: SOUTHERN CALIFORNIA GAS COMPANY

ZONING DATA

EXISTING ZONING: R10/715
PROPOSED ZONING: R10/715
PROPOSED ZONING: R10/715

LAND USE DATA

EXISTING LAND USE: VACANT (UNDEVELOPED)
PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL
EXISTING ADJACENT LAND USE: VACANT (UNDEVELOPED) - NORTH, WEST & SOUTH

LAND USE SUMMARY

Table with columns: LOT, LAND USE, ACRES, PERCENTAGE. Includes rows for Single-Family Residential, Public Streets, etc.

DENSITY

158 UNITS/43.52 GROSS ACRES = 3.63 UNITS PER ACRE GROSS
158 UNITS/39.63 NET ACRES = 4.01 UNITS PER ACRE NET

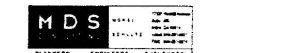
TYPICAL RESIDENTIAL LOTS

TYPICAL WIDTH = 60 FEET
TYPICAL DEPTH = 100 FEET
MINIMUM LOT AREA = 6,000 SQUARE FEET

LOT FRONTAGE NOTE

THE FOLLOWING LOTS HAVE FRONTAGE LESS THAN 30 FEET:
LOT 21 - 27 FEET - 44 FEET
LOT 28 - 31 FEET - 44 FEET
LOT 32 - 33 FEET - 44 FEET
LOT 34 - 35 FEET - 44 FEET

APPLICANT/DEVELOPER: CV COMMUNITIES, LLC
OWNER: CV COMMUNITIES, LLC



PROJECT DESCRIPTION
THE TRACT IS PROPOSED AS A SINGLE-FAMILY DETACHED RESIDENTIAL PROJECT CONSISTING OF 118 LOTS AND ALSO BEING SUBJECT TO CONSTRUCTION OF ADJACENT PUBLIC STREETS, INCLUDING A CROSS STREET OF 1.50 MILE WIDE. THE TRACT CONSISTS OF 118 LOTS, INCLUDING LOTS 1 AND 2, AND BEING LOCATED WITHIN A 100' WIDE STRIP OF LAND BOUNDARY. THE TRACT WILL BE TYPICALLY 60' TO 100' WIDE AND 100' TO 150' DEEP WITH A 50' TYPICAL SQUARE MINIMUM LOT SIZE.

GENERAL NOTES
THERE ARE NO KNOWN EXISTING WALLS, FOUNDATIONS, LOTS, COSEQUAL, SEPTIC TANKS AND SOME LOTS FEELS.
ALL STREET RIGHT OF WAYS TO BE PUBLIC OWNED AND MAINTAINED.
THERE ARE NO KNOWN PREVIOUSLY FILLED AREAS WITHIN THE SITE, INCLUDING ANY LEAKS OR SOIL WITH SPILLAGE, ETC.

ENVIRONMENTAL PERMITS/CLEARANCES
REGULATORY PERMITS NEEDED FOR THE PROJECT CONSIST OF A U.S. ARMY CORPS OF ENGINEERS (CORPS) SECTION AND PERMITS A CALIFORNIA FISH AND GAME SECTION (CFC) STREAMBED ALTERATION PERMITTING AND A SOUTH AND WESTERN WATER QUALITY CONTROL BOARD SECTION 407 WATER QUALITY CONTROL. THE CORPS SECTION AND PERMIT COULD BE AN INDIVIDUAL SECTION OR PERMIT OR A WATERSHED PERMIT 14 AND/OR 23.

FLOOD NOTE
THE SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD FLOODPLAIN) PER FIRM FLOOD MAP DATED 08/27/2003, EFFECTIVE DATE OF AUGUST 28, 2006.

- EASEMENT NOTES
EASEMENT GRANTED TO THE PUBLIC FOR PUBLIC ROAD AND HIGHWAY PURPOSES PER ROAD AND HIGHWAY DEVELOPMENT COMPANY MAP RECORDED IN BOOK 11, PAGE 10, OF SAN BERNARDINO COUNTY MAPS.
EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR ELECTRICAL LINES AND NECESSARY PURPOSES REC. 2075, 2076, 2077 AS INCORPORATED IN 2002-01184A, O.A. (TO BE SUPERSEDED).

EARTHWORK QUANTITIES (SEE PRELIMINARY GRADING PLAN)
MASS EXCAVATION: 34,272 CY
SHRINKAGE (20%): 18,850 CY
CLEARING & GRUBBING (0.17): 7,275 CY
SUBSIDENCE (0.17): 7,275 CY
OVEREXCAVATION: 258,886 CY
SHRINKAGE (20%): 153,930 CY
TOTAL: 288,776 CY 345,883 CY
IMPORT: 288,776 CY 345,883 CY

SOURCE OF TOPOGRAPHY
COMPILED BY PHOTOGRAPHIC METHODS FROM AERIAL PHOTOGRAPHY DATED DECEMBER 2, 2011 BY DON READ CORPORATION.
SHEET INDEX: COVER SHEET SHEET 1, TYPICAL SECTIONS & DETAILS SHEET 2, TENTATIVE TRACT MAP SHEETS 3-6

PA12-0005
TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA

DATE PREPARED: OCTOBER 19, 2012
SHEET 1 OF 6 SHEETS

5
Resolution No. CSD 2014-23
Date Adopted: October 28, 2014

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2014-23 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 28th day of October, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

6
Resolution No. CSD 2014-23
Date Adopted: October 28, 2014

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A: (APN: 478-100-034-1)

LOT 5, BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPTING THE EAST 77.1 FEET AS CONVEYED TO THE MORENO VALLEY UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION BY DEED RECORDED JUNE 25, 1992 AS INSTRUMENT NO. 234819 OFFICIAL RECORDS.

PARCEL B: (APN: 478-090-007-7)

LOT 8, BLOCK 133, AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALLESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

PARCEL C: APN: (478-090-036-3 AND 478-100-010-9)

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 940/AND CERTIFICATE OF COMPLIANCE RECORDED MARCH 25, 2004 AS INSTRUMENT NO. 2004-210418, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

LOT 4, OF BLOCK 134 AND THAT PORTION OF LOT 1 OF BLOCK 133 OF MAP NO. 1, AS SHOWN ON BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER BEING THE CENTERLINE INTERSECTION OF BRODIAEA AVENUE, 80.00 FEET WIDE AND QUINCY STREET, 60.00 FEET WIDE; THENCE ALONG SAID CENTERLINE OF SAID BRODIAEA AVENUE, NORTH 89° 33' 51" WEST, AS SHOWN ON PARCEL MAP 8114, ON FILE IN BOOK 38, PAGE 28, OF PARCEL MAPS, CORDS OF SAID COUNTY

(EAST, AS SHOWN ON SAID BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP), A DISTANCE OF 262.12 FEET TO A POINT, SAID POINT BEING SOUTH 89° 33' 51" EAST, A DISTANCE OF 397.94 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE AT RIGHT ANGLES TO SAID CENTERLINE OF SAID BRODIAEA AVENUE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 133.00 FEET; THENCE ALONG SAID PARALLEL LINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 58.00 FEET; THENCE ALONG SAID PARALLEL LINE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 527.13 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 33' 42" EAST, A DISTANCE OF 320.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4, SOUTH 89° 33' 42" EAST, A DISTANCE OF 660.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID LOT 4, NORTH 0° 26' 27" EAST, A DISTANCE OF 660.17 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4, SAID CORNER BEING ON SAID CENTERLINE OF SAID BRODIAEA AVENUE; THENCE ALONG SAID CENTERLINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 660.06 FEET TO THE POINT OF BEGINNING.

PARCEL D: (APN: 478-100-009-9)

LOT 3, BLOCK 134 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF BRODIAEA AVENUE WITHIN SAID BLOCK, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT.

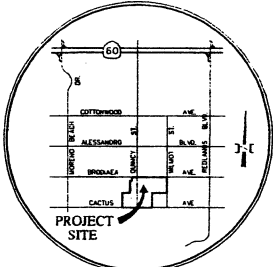
EXHIBIT "B"

MAP

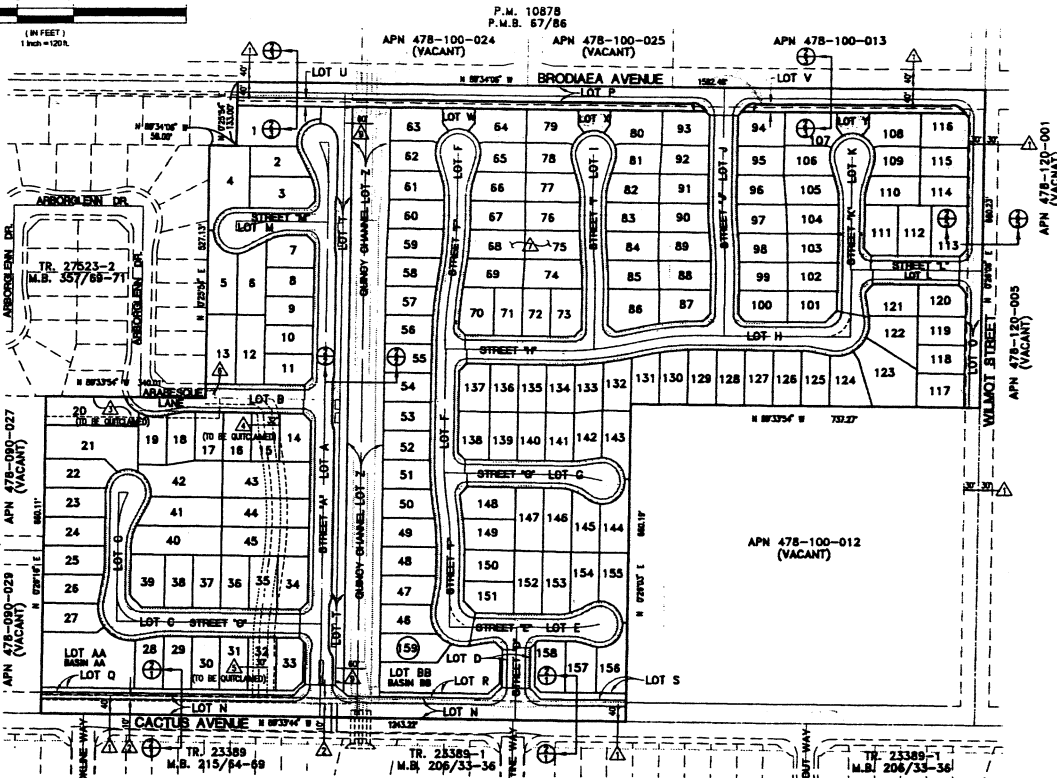
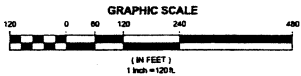
TENTATIVE TRACT MAP No. 36436

CITY OF MORENO VALLEY

RIVERSIDE COUNTY, CALIFORNIA



VICINITY MAP
NOT TO SCALE



LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF LOTS 1 AND LOTS 3, 4, 5 AND 6 OF BLOCK 134 AS SHOWN BY MAP NO. 29 OF 29 SAN BERNARDO COUNTY, ALLEGORAND DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF INVERDE, STATE OF CALIFORNIA, AS SHOWN BY MAP NO. 72 OF 72 LOTS 111, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDO COUNTY, - THE WITHIN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDO BASIN AND WETLAND.

ASSESSOR'S PARCEL NUMBERS

APN 478-100-024 (VACANT)
APN 478-100-025 (VACANT)
APN 478-100-013 (VACANT)

UTILITY PURVEYORS

WATER: DAND
SEWER: EMMO
GAS: SOUTHERN CALIFORNIA GAS COMPANY
ELECTRIC: MORENO VALLEY ELECTRIC UTILITY
TELEPHONE: VERIZON
SOLID WASTE: WASTE MANAGEMENT OF INLAND VALLEY

ZONING DATA:

DISTING GENERAL PLAN: R10/R15
PROPOSED GENERAL PLAN: R5
DISTING ZONING: R510/R15
PROPOSED ZONING: R5

LAND USE DATA:

DISTING LAND USE: VACANT (UNDEVELOPED)
PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL - NORTH, WEST & SOUTH
EXISTING ADJACENT LAND USE: VACANT (UNDEVELOPED) - NORTH & EAST

LAND USE SUMMARY

LOTS	LAMB USE	ACREAGE	PERCENTAGE
1-156	SINGLE-FAMILY RESIDENTIAL	28.97	61.97%
A-P	PUBLIC STREETS (DOWNT)	8.08	17.22%
M-P	PUBLIC STREETS (BRODIAEA, WILMUT, CACTUS)	3.10	6.58%
B-2	LANDSCAPE/PUBLIC ACCESS LOTS	1.20	2.56%
M-B	WATER QUALITY BASINS	1.04	2.26%
CC	WETTED QUINCY CHANNEL	2.15	4.54%
	TOTAL ACREAGE	43.53 AC.	100.00%
	NET ACREAGE	28.97 + 8.08 = 38.05 AC.	

DENSITY

156 UNITS/43.52 GROSS ACRES = 3.58 UNITS PER ACRE GROSS
156 UNITS/28.03 NET ACRES = 4.41 UNITS PER ACRE NET

TYPICAL RESIDENTIAL LOTS

TYPICAL WIDTH = 60 FEET
TYPICAL DEPTH = 100 FEET
MINIMUM LOT AREA = 6,000 SQUARE FEET

LOT FRONTAGE NOTE

THE FOLLOWING LOTS HAVE FRONTAGE LESS THAN 30 FEET:
LOTS 21 & 22 - 44 FEET
LOTS 83, 84, 79, 80, 107, 108 & 116 - 35 FEET
LOT 122 - 43 FEET
LOT 123 - 40 FEET

APPLICANT/DEVELOPER

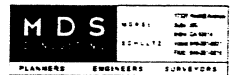
CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
PH: (949) 258-7539
FAX: (949) 378-5522
CONTACT: BRIAN THOMAS

OWNER

CV COMMUNITIES, LLC
1900 QUAIL STREET
NEWPORT BEACH, CA 92660
PH: (949) 258-7539
FAX: (949) 378-5522
CONTACT: BRIAN THOMAS

CIVIL ENGINEER

John
10/19/12
RCE 2008, EXP. 9-30-13



PA12-0005
TENTATIVE TRACT MAP No. 36436
CITY OF MORENO VALLEY
RIVERSIDE COUNTY, CALIFORNIA

DATE PREPARED: OCTOBER 19, 2012
SHEET 1 OF 6 SHEETS

PROJECT DESCRIPTION

THE 38436 IS PROPOSED AS A SINGLE-FAMILY RESIDENTIAL PROJECT CONSISTING OF 156 LOTS ON 43.52 GROSS ACRES (TO CENTERLINE OF ADJACENT PUBLIC STREETS), RESULTING IN A GROSS DENSITY OF 3.58 DU/ACRE. THE NET ACREAGE OF 38.05 ACRES (RESIDENTIAL LOTS AND INTERIOR STREETS ONLY) RESULTS IN A NET DENSITY OF 3.58 DU/ACRE. THE LOTS WILL BE TYPICALLY SIXTY FEET WIDE AND ONE HUNDRED FEET DEEP WITH A SIX THOUSAND SQUARE MINIMUM LOT SIZE.
THE PROJECT WILL TAKE ACCESS FROM BRODIAEA AVENUE, WILMUT STREET AND CACTUS AVENUE. SECONDARY ACCESS IS ALSO AVAILABLE THROUGH TRACT NO. 27252-2, WITH THE EXTENSION OF ADJACENT LANE. EACH OF THE THREE FORMER PUBLIC STREETS WILL HAVE LANDSCAPING INSTALLED TO CITY STANDARDS.
THE PROJECT WILL CONSTRUCT THE QUINCY STORM DRAIN CHANNEL FROM BRODIAEA AVENUE SOUTH TO CACTUS AVENUE. THE QUINCY CHANNEL CORRIDOR WILL ALSO CONTAIN A WETLAND WETLAND AREA WITHIN THE CHANNEL. TWO WATER QUALITY BASINS WILL ALSO BE PROVIDED TO CLEANSE THE PROJECT'S FIRST FLUSH STORMWATER AND DRY WEATHER INFILTRATION.
A CITY MULTI-PURPOSE TRAIL, PARALLELING THE QUINCY CHANNEL ON ITS WEST SIDE (EAST SIDE OF STREET AL) IS PROPOSED. THIS NORTH-SOUTH TRAIL WILL CONNECT TO THE CACTUS AVENUE TRAIL, AND TO THE PROPOSED TRAIL ON THE SOUTH SIDE OF BRODIAEA AVENUE. STREET WILL INCLUDE PARKING BAYS LOCATED AT EACH OF THE THREE EAST-WEST CORRECTIONS TO STREET A. DIRECT PEDESTRIAN CONNECTIONS WILL BE MADE TO THE NORTH-SOUTH TRAIL AT EACH OF THESE THREE INTERSECTIONS.

GENERAL NOTES

- THESE ARE NO KNOWN EXISTING WELLS, IRRIGATION LINES, CESSPOOLS, SEPTIC TANKS AND SOILAGE LEACH FIELDS.
- ALL STREET RIGHT OF WAYS TO BE PUBLIC OWNED AND MAINTAINED.
- THESE ARE NO KNOWN PREVIOUSLY FILLED AREAS WITHIN THE SITE, INCLUDING ANY LEAK OR SOLID WASTE DISPOSAL SITES.
- ALL HOMES SHALL BE FIRE SPRINKLED.
- THE APPLICANT/DEVELOPER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS, PURSUANT TO SECTION 66461.1 OF THE SUBDIVISION MAP ACT. A PHASING PLAN SHALL BE SUBMITTED FOR APPROVAL PRIOR TO THE RECORDED OF THE FIRST FINAL MAP.
- A PERMISSION TO GRAVE LETTER SHALL BE REQUIRED PRIOR TO INSURANCE OF A GRAVING PERMIT FOR ANY CROWING ON ADJACENT PROPERTIES.
- NO BUILDING PERMITS SHALL BE ISSUED FOR LOTS AFFECTED BY EXISTING EASEMENTS UNTIL SUCH EASEMENTS HAVE BEEN OBTAINED AND/OR WAIIVED.
- NORTHERLY OFFSITE FLOWS WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE NORTH SIDE OF BRODIAEA.
- NORTHERLY OFFSITE FLOWS, ON THE EAST SIDE OF WILMUT, WILL BE INTERCEPTED BY A PROPOSED LINED DITCH ON THE EAST SIDE OF WILMUT.
- EAST SIDE PROJECT FLOWS WILL FLOW THROUGH THE EASTERLY WATER QUALITY BASIN (BASIN BB) AND OUELET TO THE QUINCY CHANNEL.
- WEST SIDE PROJECT FLOWS WILL FLOW THROUGH THE WESTERLY WATER QUALITY BASIN (BASIN AA) WITH AN OUTLET STORM DRAIN EXTENDING APPROXIMATELY 2000 FEET WESTERLY ALONG CACTUS AVENUE, CONNECTING TO WEST & WOOD WETLAND BASIN F-4, AT WETLAND BEACH DRIVE. TRENCH REPAIR INCLUDING GRADING AND OVERLAY AT LEAST ONE LANE WILL BE REQUIRED WITH THIS EXTENSION.
- LETTED LOTS U, V AND W SHALL BE GRANTED TO THE PUBLIC FOR OPEN SPACE AND MULTI-USE TRAIL PURPOSES.
- PEDESTRIAN ACCESS EASEMENTS SHALL BE GRANTED TO THE PUBLIC OVER OPEN SPACE LOTS W, X AND Y.

ENVIRONMENTAL PERMITS/CLEARANCES

REGULATORY PERMITS NEEDED FOR THE PROJECT CONSIST OF A U.S. ARMY CORPS OF ENGINEERS (CORPS) SECTION 404 PERMIT, A CALIFORNIA FISH AND GAME SECTION 1802 STREAMBED ALTERATION AGREEMENT, AND A SWIM AREA REGIONAL WATER QUALITY CONTROL BOARD SECTION 401 WATER QUALITY CERTIFICATE. THE CORPS SECTION 404 PERMIT COULD BE AN INDIVIDUAL SECTION 404 PERMIT OR A WATERSHED PERMIT 13, 14 AND/OR 28.

FLOOD ZONE

SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD MAP 0606030770G, EFFECTIVE DATE OF AUGUST 28, 2006.

EASEMENT NOTES

- EASEMENT GRANTED TO THE PUBLIC FOR PUBLIC ROAD AND INCIDENTAL PURPOSES PER BEAR VALLEY AND ALLEGORAND DEVELOPMENT COMPANY MAP RECORDED IN BOOK 11, PAGE 10 OF SAN BERNARDO COUNTY MAPS.
- EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR ELECTRICAL LINES AND INCIDENTAL PURPOSES REC. SEPT. 30, 1988 AS INSTRUMENT NO. 97257, O.R.
- EASEMENT IN FAVOR OF CACTUS MANHOLE, LLC FOR SHAPE AND TEMPORARY CONSTRUCTION PURPOSES RECORDED DEC. 2, 2003 AS INSTRUMENT NO. 2003-042813, O.R. (TO BE OBTAINED)
- EASEMENT IN FAVOR OF CACTUS MANHOLE, LLC FOR ROAD AND MAINTENANCE PURPOSES RECORDED JUNE 20, 2004 AS INSTRUMENT NO. 2004-000704, O.R. (TO BE OBTAINED)
- EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SERVICE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-011944, O.R. (TO BE OBTAINED)
- EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR SERVICE TRANSMISSION AND INCIDENTAL PURPOSES REC. FEB. 10, 2005 AS INSTRUMENT NO. 2005-011944, O.R. (TO BE OBTAINED)
- EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR FACILITIES, INGRESS AND EGRESS RECORDED DECEMBER 11, 2008 AS INSTRUMENT NO. 2008-0807731, O.R. (TO BE OBTAINED)
- EASEMENTS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED MAY 4, 1955, BOOK 1702, PAGE 508, & MAR. 23, 1954, BOOK 2456, PAGE 201, & MAR. 4, 1955, BOOK 1702, PAGE 487, & MAR. 4, 1955, BOOK 1705, PAGE 552. ALL OFFICIAL RECORDS, THE LOCATION OF SAID EASEMENT CANNOT BE LOCATED FROM RECORD.
- EXISTING QUINCY STREET RIGHT OF WAY TO BE MAINTAINED.

EARTHWORK QUANTITIES (SEE PRELIMINARY GRADING PLAN)

	CUT	FILL
MASS EXCAVATION	84,273 CY	86,097 CY
SHRINKAGE (20%)	(16,855 CY)	-
CLEANING & GROOMING (0.1)	(7,275 CY)	-
SUBSIDENCE (0.1)	(7,275 CY)	-
OVEREXCAVATION	259,286 CY	259,286 CY
SHRINKAGE (20%)	(51,578 CY)	-
TOTAL	288,776 CY	345,983 CY
IMPORT	IMPORT	77,207 CY

SOURCE OF TOPOGRAPHY

COMPILED BY PHOTOGRAPHIC METHODS FROM AERIAL PHOTOGRAPHY DATED DECEMBER 2, 2011 BY DON READ CORPORATION.

SHEET INDEX:

COVER SHEET SHEET 1
TYPICAL SECTIONS & DETAILS SHEET 2
TENTATIVE TRACT MAP SHEETS 3-6

BOWIE, ARNESON, WILES & GIANNONEA PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
ATTORNEYS AT LAWALEXANDER BOWIE*
JOAN C. ARNESON
WENDY H. WILES*
PATRICIA B. GIANNONE
ROBERT E. ANSLOW
BRIAN W. SMITH
JEFFREY A. HOSKINSON
JEFFREY W. FREY
LYNH N. NGUYEN
MATTHEW T. NICHOLS
KAI MACDONALD4920 CAMPUS DRIVE
NEWPORT BEACH, CALIFORNIA 92660
(949) 851-1300(800) 649-0997
FAX (949) 851-2014REF. OUR FILE
12057 C 7.1

*A PROFESSIONAL CORPORATION

September 2, 2014

Rec'd
9/3/2014**VIA OVERNIGHT MAIL**Ms. Candace E. Cassel
Special Districts Division Manager
Financial & Management Services
City of Moreno Valley
14177 Frederick Street, Suite 2
Moreno Valley, California 92553-9014***Re: Proposed Rescission of Joint Financing Agreement Among Moreno Valley Unified School District, the City of Moreno Valley, Moreno Valley Community Services District and the Moreno Valley Development Land Fund C/Q***

Dear Ms. Cassel:

Thank you for your e-mail of August 26, 2014. As noted, the Moreno Valley Unified School District ("MVUSD") is a party to the agreement entitled "Joint Financing Agreement Among Moreno Valley Unified School District, the City of Moreno Valley, Moreno Valley Community Services District and the Moreno Valley Development Land Fund C/Q" ("1992 CSD/JCFA") dated August 24, 1992.

CV Communities, LLC, who proposes to develop residential dwelling units on land to which the 1992 CSD/JCFA is applicable, has advised MVUSD that it is the successor to and has assumed the responsibilities and obligations under the 1992 CSD/JCFA, as to the "CV/Property" described on Exhibit "A" and depicted on Exhibit "B" to the proposed "Rescission Agreement enclosed as Attachment "A" hereto. It is requested that the enclosed Rescission Agreement be approved by the City Council on behalf of the City of Moreno Valley and as the governing board of the Moreno Valley Community Services District. This relates to a proposed new community facilities district of MVUSD ("CFD No. 2014-2").

BOWIE, ARNESON, WILES & GIANNONE

Ms. Candace E. Cassel
Special Districts Division Manager
City of Moreno Valley
September 2, 2014
Page 2

Upon such being formed as agreed by MVUSD and CV Communities, the special taxes of Improvement Area No. 1 of CFD No. 91-1 of MVUSD will be terminated of record as to the CV Property.

If you have any questions or would like to discuss the contents of this letter, please call (949) 851-1300, or e-mail abowie@bawg.com. Thank you for your consideration in this regard.

Very truly yours,

BOWIE, ARNESON, WILES & GIANNONE

By: 
Alexander Bowie

AB/MN:pk
Enclosures

cc: Mays Kakish, Moreno Valley Unified School District
Rick Teichert, Chief Financial Officer/City Treasurer, City of Moreno Valley
Adam Smith, CV Communities
John Yeager, Esq., O'Neil LLP
Matthew T. Nichols, Bowie, Arneson, Wiles & Giannone
Barbara Hale-Carter, Special Districts Financing & Administration

**AGREEMENT TO PARTIALLY RESCIND AND TERMINATE THE JOINT
FINANCING AGREEMENT AS TO IMPROVEMENT AREA NO. 1 OF COMMUNITY
FACILITIES DISTRICT NO. 91-1 OF THE MORENO VALLEY UNIFIED SCHOOL
DISTRICT**

This Agreement to Partially Rescind and Terminate the Joint Financing Agreement as to Improvement Area No. 1 of Moreno Valley Unified School District (“Partial Rescission Agreement”), is dated as of, and entered into, as of the ___ day of _____, 2014 (“Effective Date”) by and between the Moreno Valley Unified School District, a school district organized and existing under and by virtue of the constitution and the laws of the State of California (hereinafter referred to as “MVUSD”); the City of Moreno Valley, a municipal corporation organized and existing under the laws of the State of California (“City”); Community Facilities District No. 91-1 of the Moreno Valley Unified School District (“CFD No. 91-1”); Improvement Area No. 1 of Community Facilities District No. 91-1 (“CFD No. 91-1/IA No. 1”), formed and existing pursuant to the Mello-Roos Act of 1982, as amended (“Act”); the Moreno Valley Community Services District, a community services district organized and existing under Government Code Sections 61000 *et seq.* of the State of California (“M/CSD”); and CV Communities, LLC, a Delaware limited liability company (“Developer”). MVUSD, CFD No. 91-1, CFD No. 91-1/IA No. 1, City, M/CSD and Developer may be collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, on November 19, 1991, the Board of Education of the Moreno Valley Unified School District (“Board”) pursuant to the Act established CFD No. 91-1 and thereafter established CFD No. 91-1/IA No. 1 for the purpose of financing the construction, purchase,

modification, expansion, improvement, furnishing, equipping or rehabilitation of certain real and other tangible property with an estimated useful life of five years or longer, including certain water and sewer, flood control, road and roadway, park and open space and public utilities and public facilities to serve the area within CFD No. 91-1/IA No. 1 (“Improvement Area No. 1 Territory”), including the “Developer Property” which is legally described in Exhibit “A” and depicted in Exhibit “B” attached hereto; and

WHEREAS, in concert with the formation of CFD No. 91-1/IA No. 1, the Parties entered into the agreement entitled “Joint Financing Agreement Among Moreno Valley Unified School District, the City Of Moreno Valley, Moreno Valley Community Services District and the Moreno Valley Development Land Fund C/Q” (“1992 JCFA”) on August 24, 1992, which 1992 JCFA is attached hereto as Exhibit “C” for reference; and

WHEREAS, Developer, as current owner of Developer Property, requests that the 1992 JCFA be rescinded as to the Developer Property by execution of this Partial Rescission Agreement by and among the Parties; and

WHEREAS, the Parties agree that upon the execution of a School Facilities Funding and Mitigation Agreement between and among MVUSD and Developer, formation of Community Facilities District No. 2014-2 of the Moreno Valley Unified School District (“CFD No. 2014-2”), successful judicial validation thereof, CFD No. 91-1, and no challenge or judicial proceedings are pending in regard to proposed CFD No. 2014-2, that CFD No. 91-1, by action of its legislative body, shall concurrently make a determination that CFD No. 91-1, as to the Developer

Property, elects not to sell bonds of CFD No. 91-1/IA No. 1, as provided in the 1992 JCFA and the legislative body of CFD No. 91-1 shall record, as to the Developer Property, a “Notice of Cessation of Special Tax” pursuant to California Government Code Section 53330.5 stating that the obligation to pay the CFD No. 91-1/IA No. 1 “Special Taxes” has ceased as to the described Developer Property and that the lien imposed by the previously recorded CFD No. 91-1/IA No. 1 Notice of Special Tax Lien is extinguished as to the Developer Property; and

WHEREAS, all acts, conditions and consideration required by law to have occurred and have been, or will be, performed precedent to and in connection with the execution and performance of this Partial Rescission Agreement, and the Parties hereto are now duly authorized to execute and enter into this Partial Rescission Agreement.

WHEREAS, this Partial Rescission Agreement shall not affect the rights of any other owner of property in CFD No. 91-1/IA No. 1, other than as expressly described herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, conditions and provisions contained herein, the Parties thereto do agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated within the provisions of this Partial Rescission Agreement by this reference.

Section 2. The 1992 JCFA is terminated as to the Developer Property and all of the obligations of the Parties thereunder have ceased as pertaining to the Developer Property.

Section 3. The Parties hereto, individually and jointly, and in their respective capacities pursuant to the 1992 JCFA do hereby acknowledge the rescission and termination of the 1992 JCFA with respect to CFD No. 91-1/IA No. 1 as to the Developer Property and all interests of the respective Parties under the 1992 JCFA with respect to CFD No. 91-1/IA No. 1 are hereby released, discharged and terminated as of the effective date hereof.

Section 4. This Partial Rescission Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

Section 5. In the event any provision of this Partial Rescission Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6. This Partial Rescission Agreement shall be governing by and construed in accordance with the laws of the State of California.

Section 7. This Partial Rescission Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but altogether shall constitute but one and the same agreement.

[Remainder of this page is blank]

IN WITNESS WHEREOF, the following Parties have caused this Partial Rescission Agreement to be executed by their respective officers thereunto duly authorized all as of the day and year first above written.

MORENO VALLEY UNIFIED SCHOOL DISTRICT

By _____
Title: Authorized Officer

COMMUNITY FACILITIES DISTRICT NO. 91-1 OF THE MORENO VALLEY UNIFIED SCHOOL DISTRICT, ON BEHALF OF ITSELF AND IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 91-1 OF THE MORENO VALLEY UNIFIED SCHOOL DISTRICT

By _____
Title: Authorized Officer

CITY OF MORENO VALLEY

By: _____
Title: Authorized Officer

**MORENO VALLEY COMMUNITY
SERVICES DISTRICT**

By _____
Title: Authorized Officer

CV COMMUNITIES, LLC

By _____
Title: Authorized Officer

NOTARIZATION OF ALL SIGNATURES REQUIRED

FOR USE WITH CITY OF MORENO VALLEY SIGNATURE

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally
appeared _____

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A: (APN: 478-100-034-1)

LOT 5, BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPTING THE EAST 77.1 FEET AS CONVEYED TO THE MORENO VALLEY UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION BY DEED RECORDED JUNE 25, 1992 AS INSTRUMENT NO. 234819 OFFICIAL RECORDS.

PARCEL B: (APN: 478-090-007-7)

LOT 8, BLOCK 133, AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALLESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

PARCEL C: APN: (478-090-036-3 AND 478-100-010-9)

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 940/AND CERTIFICATE OF COMPLIANCE RECORDED MARCH 25, 2004 AS INSTRUMENT NO. 2004-210418, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

LOT 4, OF BLOCK 134 AND THAT PORTION OF LOT 1 OF BLOCK 133 OF MAP NO. 1, AS SHOWN ON BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER BEING THE CENTERLINE INTERSECTION OF BRODIAEA AVENUE, 80.00 FEET WIDE AND QUINCY STREET, 60.00 FEET WIDE; THENCE ALONG SAID CENTERLINE OF SAID BRODIAEA AVENUE, NORTH 89° 33' 51" WEST, AS SHOWN ON PARCEL MAP 8114, ON FILE IN BOOK 38, PAGE 28, OF PARCEL MAPS, CORDS OF SAID COUNTY

(EAST, AS SHOWN ON SAID BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP), A DISTANCE OF 262.12 FEET TO A POINT, SAID POINT BEING SOUTH 89° 33' 51" EAST, A DISTANCE OF 397.94 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE AT RIGHT ANGLES TO SAID CENTERLINE OF SAID BRODIAEA AVENUE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 133.00 FEET; THENCE ALONG SAID PARALLEL LINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 58.00 FEET; THENCE ALONG SAID PARALLEL LINE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 527.13 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 33' 42" EAST, A DISTANCE OF 320.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4, SOUTH 89° 33' 42" EAST, A DISTANCE OF 660.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID LOT 4, NORTH 0° 26' 27" EAST, A DISTANCE OF 660.17 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4, SAID CORNER BEING ON SAID CENTERLINE OF SAID BRODIAEA AVENUE; THENCE ALONG SAID CENTERLINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 660.06 FEET TO THE POINT OF BEGINNING.

PARCEL D: (APN: 478-100-009-9)

LOT 3, BLOCK 134 OF MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF BRODIAEA AVENUE WITHIN SAID BLOCK, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT.

EXHIBIT “B”

MAP

EXHIBIT “C”

1992 JCFA

**MINUTES – REGULAR MEETING OF OCTOBER 14, 2014
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES – REGULAR MEETING OF OCTOBER 14, 2014
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

TO: Mayor and City Council, acting in their respective capacities as the President and Board members of the Moreno Valley Public Financing Authority

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: October 28, 2014

TITLE: ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY, AUTHORIZING THE ISSUANCE AND SALE OF LEASE REVENUE REFUNDING BONDS TO REFUND CERTAIN OUTSTANDING BONDS; APPROVING THE FORMS OF A FIRST SUPPLEMENT TO MASTER TRUST AGREEMENT, A FIRST AMENDMENT TO MASTER FACILITIES LEASE, A FIRST AMENDMENT TO MASTER FACILITIES SUBLEASE AND A BOND PURCHASE AGREEMENT; APPROVING AN OFFICIAL STATEMENT DESCRIBING SAID BONDS; AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE ISSUANCE OF THE BONDS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. That the Mayor and City Council, acting in their respective capacities as the President and Board Members of the Moreno Valley Public Financing Authority, adopt Resolution No. MVPFA 2014-01. A Resolution of the Board of Directors of the Moreno Valley Public Financing Authority, Authorizing the Issuance and Sale of Lease Revenue Refunding Bonds to Refund Certain Outstanding Bonds; Approving the Forms of a First Supplement to Master Trust Agreement, a First Amendment to Master Facilities Lease, a First Amendment to Master Facilities Sublease and a Bond Purchase Agreement; Approving an Official Statement Describing Said Bonds; and Authorizing Execution of Documents and the Taking of All Necessary Actions Relating to the Issuance of the Bonds.

SUMMARY

The City has the potential to generate meaningful cash flow savings to the General Fund by refinancing the outstanding 2005 Bonds. Furthermore, the refinancing will enable the City to release several City-owned assets originally pledged to the 2005 Bonds. This will allow the City to utilize any excess value for potential future lease financings.

Like the 2005 and 2013 Bonds, the 2014 Bonds will be structured as a lease-leaseback financing between the City and the Financing Authority. This process requires the City to lease the assets pledged to secure the financing to the Financing Authority. The City then agrees to lease-back the facilities in an amount equal to the annual debt service payments. The Financing Authority issues debt to bond holders in the amount of the needed financing. The Financing Authority agrees to repay the amount borrowed from the bond holders plus interest in the form of annual debt service payments over the life of the financing. The Financing Authority uses the lease proceeds from the City to make the annual debt service payments to the bondholders.

The Finance Subcommittee reviewed the proposed bond refunding and supports the recommendation to refund the remaining 2005 Lease Revenue Bonds as proposed.

BACKGROUND

On July 7, 2005, the City approved the Moreno Valley Public Financing Authority's ("Authority") issuance of the 2005 Lease Revenue Bonds ("2005 Bonds") in the original amount of \$48,205,000. The 2005 Bonds were originally issued to finance the public safety building expansion, Fire Station No. 58 and other various electric utility and roadway improvements.

On December 10, 2013, the City approved the Authority's issuance of the Lease Revenue Refunding Bonds, Series 2013 ("2013 Bonds"). The 2013 Bonds were issued to refund a portion of the 2005 Bonds (maturities ranging from 2014 to 2022) in the aggregate par amount of \$12,275,000. Additional maturities (ranging from 2023 to 2035) of the 2005 Bonds were not refinanced at the time because it was not economically beneficial to the City. The 2013 Bonds achieved refinancing savings of over \$540,000 in today's dollars for the City's General Fund.

The non-refunded 2005 Bonds are currently outstanding in the amount of \$29,085,000 with interest rates ranging from 4.375% to 4.50% and a final term of November 1, 2035. The 2005 Bonds can now be prepaid on any date at a price equal to the face value of the bonds plus a 1% prepayment penalty.

As part of the City's ongoing effort to implement budgetary savings and reduce costs, staff has discussed the opportunity to take advantage of today's favorable interest rate levels to refinance the non-refunded 2005 Bonds that are still outstanding. Based on

today's interest rates, the refinancing will produce about \$75,000 of annual savings over the next 8 years (2015-22) and \$410,000 annually in the last 13 years (2023-35).

DISCUSSION

The municipal market experienced significant volatility throughout 2013; interest rates dropped to near-historic low levels in May, subsequently climbed to multi-year highs in early September before dropping again in late October. It was during a period of relatively low interest rates in December 2013 that the City issued the 2013 Bonds to refund a portion of the 2005 Bonds for savings.

Further improvements in interest rates have developed through 2014. The improvement in interest rates has been triggered by investors reallocating their assets from the volatile stock market and putting more money into "safer" investments such as fixed income bonds. This movement of assets into the municipal bond market has been largely driven by geopolitical concerns such as on-going tensions in Ukraine, Syria, and Iraq, and concern that the stock market may be due for a correction. Municipal interest rates have also benefited from a low supply of new municipal bonds which has kept investor demand high. Given the positive tone in municipal interest rates, it would be prudent for the City to refinance the remaining 2005 Bonds for meaningful cash flow savings.

The Authority would issue about \$24.5 million of refunding bonds ("2014 Bonds") to refinance the remaining 2005 Bonds (maturities ranging from 2023 to 2035). Combined with the bond premium expected to be paid by investors on the 2014 Bonds and the release of prior 2005 Bond reserve fund monies, the 2014 Bond issuance would be sufficient to refinance in full the remaining 2005 Bond balance of \$29,085,000. Based on today's interest rates, the refinancing will produce about \$75,000 of annual savings over the next 8 years (2015-22) and \$410,000 in the last 13 years (2023-35).

Because interest rates will fluctuate up until the proposed day the bonds are sold, City staff recommends a not-to-exceed amount for the 2014 Bonds of \$27.5 million and a not-to-exceed interest rate of 4.50% to accommodate any changes in investor structuring preferences and/or bond market conditions.

Like the 2005 and 2013 Bonds, the 2014 Bonds will be structured as a lease-leaseback financing between the City and the Authority. The Authority is a City-controlled joint powers authority consisting of the City and the Community Redevelopment Agency of the City of Moreno Valley and was originally formed in October 1997 to facilitate bond financings. The Authority has used the same financing structure for its prior lease revenue bond financings.

The 2014 Bonds take advantage of the "master lease" bond structure created under the 2013 Bonds. The master lease bond structure allows the Authority to issue additional lease bonds secured by a single pool of lease assets so long as the rental value of the pool is sufficient to cover the new bonds. The primary benefit of the master lease

structure is that it enables the City to pledge fewer assets over time to effectuate future lease financings. As such, the City anticipates releasing several City assets originally pledged to the 2005 Bonds as part of the 2014 Bonds. The City can use these unencumbered assets in the future for potential future lease financings. The City will also have the flexibility to substitute, remove or add other assets over time.

The master lease for the 2013 Bonds are currently secured with a lease asset pool consisting of Morrison Park Fire Station No. 99, Sunnymead Park, Woodland Park and John F. Kennedy Veterans Memorial Park. To effectuate the 2014 Bond issuance, the City will transfer two existing assets under the 2005 Bonds into master lease: City Hall and the Public Safety Building/Emergency Operations Center. The other assets currently pledged under the 2005 Bonds (i.e. Fire Stations No. 2, 6, 48, 58, 91, Library and Animal Shelter) would be released. This lease asset pool will have sufficient rental value to support the combined lease obligations of the 2013 and 2014 Bonds.

Like the 2013 Bonds, it is anticipated that the 2014 Bonds will be structured without a debt service reserve fund. While most lease revenue bonds are sold with a debt service reserve fund equal to approximately 100% of the maximum annual bond payment, the City's strong financial profile allows it to forgo this typical structuring requirement.

Orrick, Herrington & Sutcliffe LLP will serve as Bond Counsel. Stifel will serve as underwriter for the bonds, which will be sold on a negotiated basis. Goodwin Procter will serve as Underwriter's Counsel. Wells Fargo Bank, National Association, will serve as the trustee and escrow agent. Urban Futures Inc. will serve as financial advisor for the transaction to oversee the bond pricing process.

FISCAL IMPACT

As previously mentioned, it is anticipated that the Authority will issue about \$24.5 million of refunding bonds to refinance the remaining 2005 Bonds, which are outstanding in the amount of \$29,085,000 with maturities ranging from 2023 to 2035. Based on current market conditions, the refinancing generates about \$75,000 of annual savings through 2022 and \$410,000 from 2023 to 2035. Following the close of the Bonds any proposed budget adjustments to reflect the savings within FY 2014/15 shall be brought back to City Council for approval.

The 2014 Bonds are expected to secure at least an "A" by Standard & Poor's, which was the credit rating assigned to the 2013 Bonds. Furthermore, the 2014 Bonds may potentially qualify for "AA" municipal bond insurance. A cost-benefit analysis of municipal bond insurance will be performed closer to the time of sale to gauge the economic benefit, if any, to the City.

The total "all-in" cost of issuing the refunding bonds is about \$350,000 (equal to 1.50% of the estimated bond size), which has already been factored into the savings stated above. While the majority of these fees will remain constant, the bond underwriting fee (not-to-exceed 0.850% of the bond size) and some other legal/rating fees will fluctuate depending on the final size of 2014 Bonds.

ATTACHMENTS

- Attachment 1 – Proposed Resolution
- Attachment 2 – First Amendment of Master Facilities Lease
- Attachment 3 – First Amendment of Master Facilities Sublease
- Attachment 4 – Bond Purchase Agreement
- Attachment 5 – Preliminary Official Statement
- Attachment 6 – First Supplement to Master Trust Agreement

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

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RESOLUTION NO. MVPFA 2014-01

MORENO VALLEY PUBLIC FINANCING AUTHORITY

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY, AUTHORIZING THE ISSUANCE AND SALE OF LEASE REVENUE REFUNDING BONDS TO REFUND CERTAIN OUTSTANDING BONDS; APPROVING THE FORMS OF A FIRST SUPPLEMENT TO MASTER TRUST AGREEMENT, A FIRST AMENDMENT TO MASTER FACILITIES LEASE, A FIRST AMENDMENT TO MASTER FACILITIES SUBLEASE AND A BOND PURCHASE AGREEMENT; APPROVING AN OFFICIAL STATEMENT DESCRIBING SAID BONDS; AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE ISSUANCE OF THE BONDS

WHEREAS, the City of Moreno Valley (the "City") and the former Community Redevelopment Agency of the City of Moreno Valley (the "Agency") have heretofore executed a Joint Exercise of Powers Agreement, dated as of October 28, 1997 (the "Joint Powers Agreement"), by and between the City and the Agency, which Joint Powers Agreement creates and establishes the Moreno Valley Public Financing Authority (the "Authority"); and

WHEREAS, pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") and the Joint Powers Agreement, the Authority is authorized to issue bonds for financing and refinancing public capital improvements whenever there are significant public benefits to be realized; and

WHEREAS, the City previously leased certain real property and improvements thereon (the "Facilities") to the Authority pursuant to a Master Facilities Lease, dated as of December 1, 2013 (the "2013 Master Facilities Lease"); and

WHEREAS, the Authority subleased the Facilities back to the City pursuant to a Master Facilities Sublease, dated as of December 1, 2013 (the "2013 Master Facilities Sublease"); and

WHEREAS, the Authority issued its Lease Revenue Refunding Bonds, Series 2013 (the "Series 2013 Bonds") pursuant to a Master Trust Agreement, dated as of December 1, 2013, (the "2013 Master Trust Agreement") between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"); and

WHEREAS, the proceeds of the Series 2013 Bonds were applied by the City to refund a portion of certain outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the "Series 2005 Bonds"); and

WHEREAS, the Authority desires to issue its Lease Revenue Refunding Bonds, Series 2014 (the "Series 2014 Bonds") pursuant to a First Supplement to Master Trust Agreement, as so amended the "2014 Master Trust Agreement," the proceeds of which will be

applied by the City to refund the remaining outstanding Series 2005 Bonds (the “2014 Refunded Bonds”), referred to herein as the “2014 Refunding Project”; and

WHEREAS, the Series 2005 Bonds were secured by base rental payments made in connection with (i) a lease agreement, dated as of June 1, 2005 (the “Public Facilities Lease Agreement”), (ii) a sublease agreement, dated as of June 1, 2005 (the “City Hall Sublease Agreement”) and (iii) a sublease agreement, dated as of June 1, 2005 (the “Public Safety Building Sublease Agreement,” and together with the Public Facilities Lease Agreement and the City Hall Sublease Agreement, the “2005 Leases”); and

WHEREAS, in order to accomplish the 2014 Refunding Project, the Authority and the City desire to enter into a First Amendment to Master Facilities Lease in order to amend the 2013 Master Facilities Lease, as so amended, the “2014 Master Facilities Lease,” (i) to add certain additional real property and improvements thereon currently leased by the City under one or more of the 2005 Leases, including the City Hall Building located at 14177 Frederick Street, the Public Safety Building located at 22850 Calle San Juan de Los Lagos and the Emergency Operations Center located at 22870 Calle San Juan de Los Lagos (the “Additional City Property”) to Exhibit A of the 2013 Master Facilities Lease and (ii) to make certain other modifications in order to provide for the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement; and

WHEREAS, in order to accomplish the 2014 Refunding Project, the Authority and the City also desire to enter into a First Amendment to Master Facilities Sublease in order to amend the 2013 Master Facilities Sublease, as so amended, the “2014 Master Facilities Sublease,” (i) to add Additional City Property to Exhibit A of the 2013 Master Facilities Sublease, (ii) to increase the amount of base rental payments payable thereunder and (iii) to make certain other modifications in order to provide for the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement; and

WHEREAS, the Authority and the City have determined that the sum of Base Rental Payments, including Base Rental Payments payable as provided in the 2014 Master Facilities Sublease in any year is not in excess of the annual fair rental value of the Facilities, including any Additional City Property added to Exhibit A to the 2014 Master Facilities Sublease; and

WHEREAS, the Authority and the City desire to enter into a Bond Purchase Agreement (the “Bond Purchase Agreement”) with Stifel Nicolaus & Company, Incorporated (the “Underwriter”); and

WHEREAS, there have been submitted and are on file with the Secretary proposed forms of the First Amendment to Master Facilities Lease, the First Amendment to Master Facilities Sublease, the Bond Purchase Agreement, an Official Statement with respect to the Series 2014 Bonds proposed to be sold by the Authority, and the First Supplement to Master Trust Agreement; and

WHEREAS, the issuance of the Series 2014 Bonds by the Authority and the execution and delivery of the First Amendment to Master Facilities Lease, the First Amendment to Master Facilities Sublease and the First Supplement to Master Trust Agreement will result in significant public benefits through demonstrable savings in the effective interest rates and bond issuance costs, and it furthers the public purpose to assist in such refinancing.

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Resolution No. MVPFA 2014-01
Date Adopted: October 28, 2014

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY HEREBY FINDS, DETERMINES, DECLARES AND RESOLVES, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and the Authority hereby so finds and determines.

Section 2. The issuance and sale of the Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014, in an aggregate principal amount not to exceed \$27,500,000, are hereby approved.

Section 3. The proposed form of First Supplement to Trust Agreement, by and between the Authority and Trustee, on file with the Secretary of the Authority, is hereby approved. The Chairman, the Vice Chairman, the Executive Director, the Treasurer and the Secretary (each an "Authorized Officer"), jointly and severally, are hereby authorized and directed for and in the name and on behalf of the Authority, to execute and deliver a First Supplement to Master Trust Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The date, maturity date or dates (not to exceed November 1, 2035), interest rate or rates (not to exceed a true interest cost of 4.50% per annum), interest payment dates, series, denominations, forms, registration privileges, manner of execution, place or places of payment, terms of redemption and other terms of the Series 2014 Bonds shall be as provided in said First Supplement to Master Trust Agreement, as finally executed.

Section 4. The proposed form of First Amendment to Master Facilities Lease, by and between the City and the Authority, on file with the Secretary of the Authority, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver a First Amendment to Master Facilities Lease in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the term of said facilities lease shall end no later than November 1, 2035, plus an extension period of not to exceed ten (10) years.

Section 5. The proposed form of First Amendment to Master Facilities Sublease, by and between the Authority and City, on file with the Secretary of the Authority, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver a First Amendment to Master Facilities Sublease in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the term of said facilities sublease shall end no later than November 1, 2035, plus an extension period of not to exceed ten (10) years.

Section 6. The proposed form of Bond Purchase Agreement among the Authority, the Underwriter and the City, on file with the Secretary of the Authority, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver a bond purchase contract in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, the underwriting discount (not including original issue discount) shall not

exceed 0.85% of the aggregate principal amount of the Series 2014 Bonds; and provided further that the yield on the Series 2014 Bonds shall not exceed the yield on the 2014 Refunded Bonds.

Section 7. The proposed form of Official Statement relating to the Series 2014 Bonds (the "Official Statement"), on file with the Secretary of the Authority and incorporated into this Resolution by reference, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for the Authority, to execute and deliver an Official Statement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Underwriter is hereby directed to distribute copies of the Official Statement to all actual purchasers of the Series 2014 Bonds. Distribution by the Underwriter of a preliminary Official Statement relating to the Series 2014 Bonds is hereby approved and the Chairman, the Vice Chairman, the Executive Director, the Treasurer and the Secretary, jointly and severally, are hereby authorized and directed, to execute a certificate confirming that the preliminary Official Statement has been "deemed final" by the Authority for purposes of Securities and Exchange Commission Rule 15c2-12.

Section 8. The Authorized Officers, jointly and severally, are hereby authorized on behalf of the Authority to execute and deliver a Continuing Disclosure Certificate with Wells Fargo Bank, National Association, as trustee, containing such covenants of the Authority as shall be necessary to comply with the requirements of Securities and Exchange Commission Rule 15c2-12. The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate.

Section 9. The Board hereby confirms the appointment of Orrick, Herrington & Sutcliffe, LLP, as Bond Counsel and approves Goodwin Procter LLP, as counsel for the Underwriter.

Section 10. The officers and directors of the Authority are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents and certificates which they deem necessary or advisable in order to consummate the issuance, sale and delivery of the Series 2014 Bonds and otherwise to effectuate the purposes of this Resolution and the transactions contemplated hereby, including but not limited to executing and delivering an escrow agreement and a termination agreement with respect to the outstanding 2005 Leases and taking such steps as may be necessary to include Additional City Property in the 2014 Master Facilities Lease and the 2014 Master Facilities Sublease as may be necessary to accomplish the 2014 Refunding Project, and obtaining bond insurance.

Section 11. The officers and board members of the Authority are hereby authorized and directed, jointly and severally, to execute and deliver any Certificate of the Authority or Written Request of the Authority required to be delivered pursuant to the 2014 Refunding Project.

Section 12. All action heretofore taken by the officers and agents of the Board of Directors of the Authority with respect to the refinancing are hereby ratified, confirmed and approved.

Section 13. This Resolution shall take effect from and after its adoption.

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Resolution No. MVPFA 2014-01
Date Adopted: October 28, 2014

APPROVED AND ADOPTED this October 28, 2014.

Chairperson

ATTEST:

Authority Secretary

APPROVED AS TO FORM:

Authority Legal Advisor

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Resolution No. MVPFA 2014-01
Date Adopted: October 28, 2014

SECRETARY'S CERTIFICATE

I, Jane Halstead, Secretary of the Moreno Valley Public Financing Authority, do hereby certify as follows:

The foregoing resolution is a full, true and correct copy of a resolution duly adopted by a vote of a majority of the members of the Board of Directors of said Authority at a regular meeting of the Board of Directors of said Authority duly and legally held at Council Chamber of the City Council, City Hall, 14177 Frederick Street, Moreno Valley, California, on October 28, 2014, of which meeting all of such members had due notice, as follows:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 14177 Frederick Street, Moreno Valley, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 2014.

Secretary of the
Moreno Valley Public Financing Authority

TO BE RECORDED AND WHEN RECORDED

RETURN TO:

Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, 32nd Floor
Los Angeles, California 90017
Attention: William W. Bothwell

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**FIRST AMENDMENT TO
MASTER FACILITIES LEASE**

by and between

CITY OF MORENO VALLEY

and

MORENO VALLEY PUBLIC FINANCING AUTHORITY

Dated as of November 1, 2014

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**PART 2
MISCELLANEOUS**

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EXHIBIT A DESCRIPTION OF THE FACILITIES A-1

**FIRST AMENDMENT TO
MASTER FACILITIES LEASE**

THIS FIRST AMENDMENT TO MASTER FACILITIES LEASE (this “First Amendment to Master Facilities Lease”) executed and entered into as of November 1, 2014, is by and between the CITY OF MORENO VALLEY (the “City”), a city organized and validly existing under the Constitution and general laws of the State of California, as lessor, and the MORENO VALLEY PUBLIC FINANCING AUTHORITY, a public entity and agency (duly organized and existing pursuant to an Agreement entitled “Joint Exercise of Powers Agreement” by and between the City of Moreno Valley and the former Redevelopment Agency of the City of Moreno Valley), as lessee.

RECITALS

WHEREAS, the City previously leased certain real property and improvements thereon (the “Facilities”) to the Authority pursuant to a Master Facilities Lease, dated as of December 1, 2013 (the “2013 Master Facilities Lease”);

WHEREAS, the Authority subleased the Facilities back to the City pursuant to a Master Facilities Sublease, dated as of December 1, 2013 (the “2013 Master Facilities Sublease”);

WHEREAS, the Authority issued its Lease Revenue Refunding Bonds, Series 2013 (the “Series 2013 Bonds”) pursuant to a Master Trust Agreement, dated as of December 1, 2013, (the “2013 Master Trust Agreement”) between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”), and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California;

WHEREAS, the proceeds of the Series 2013 Bonds were applied by the City to refund a portion of the Outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds;

WHEREAS, the Authority intends to issue its Lease Revenue Refunding Bonds, Series 2014 (the “Series 2014 Bonds”) pursuant to a First Supplement to Master Trust Agreement, to supplement and amend the 2013 Master Trust Agreement, as so supplemented and amended the “2014 Master Trust Agreement,” or simply the “Trust Agreement,” and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California;

WHEREAS, the proceeds of the Series 2014 Bonds will be applied by the City to refund the remaining Outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the “2014 Refunded Bonds”), referred to herein as the “2014 Refunding Project”;

WHEREAS, in order to accomplish such 2014 Refunding Project, the Authority and the City are entering into this First Amendment to Master Facilities Lease in order to amend the 2013 Master Facilities Lease, as so amended, the “2014 Master Facilities Lease,” or simply the “Lease,” (i) to add certain additional real property and improvements thereon to Exhibit A of the 2013 Master Facilities Lease and (ii) to make certain other modifications in order to provide for

the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement;

WHEREAS, in order to accomplish such 2014 Refunding Project, the Authority and the City are also entering into a First Amendment to Master Facilities Sublease in order to amend the 2013 Master Facilities Sublease, as so amended, the “2014 Master Facilities Sublease,” or simply the “Sublease,” (i) to add certain additional real property and improvements thereon to Exhibit A of the 2013 Master Facilities Sublease, (ii) to increase the amount of base rental payments payable thereunder and (iii) to make certain other modifications in order to provide for the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this First Amendment to Master Facilities Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this First Amendment to Master Facilities Lease;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

PART 1

PARTICULAR AMENDMENTS

Part 1.1. Amendments to Section 2. Section 2 of the 2013 Master Facilities Lease is amended to read as follows:

The term of this Lease shall commence on the date of recordation of this Lease in the office of the County Recorder of Riverside County, State of California, or on January 1, 2014, whichever is earlier, and shall end on November 1, 20__, unless such term is extended or sooner terminated as hereinafter provided, including as such term may be extended in connection with the issuance of additional Bonds. If on November 1, 20__ (or such later date established in connection with the issuance of additional Bonds), the Bonds and all other amounts due under the Trust Agreement shall not be fully paid, or if the rental or other amounts payable under the Sublease shall have been abated at any time and for any reason or shall not have been fully paid, then the term of this Lease shall be extended until ten (10) days after the Bonds and all other amounts due under the Trust Agreement and the Sublease shall be fully paid, except that the term of this Lease shall in no event be extended beyond November 1, 20__ (or such later date established in connection with the issuance of additional Bonds). If prior to November 1, 20__, the Bonds and all other amounts due under the Trust Agreement shall be fully paid, the term of this Lease shall end ten (10) days thereafter or ten (10) days after written notice by the City to the Authority, whichever is earlier.

Part 1.2. Amendments to Section 3. Section 3 of the 2013 Master Facilities Lease is amended to read as follows:

The Authority shall pay to the City as and for rental hereunder, including but not limited to the payment of rent for the Facilities, the sum of \$1.00, which, together with the execution and delivery of the Sublease, shall constitute full consideration for this Lease over its term, and which amount the City finds and determines is full and fair rental for the Facilities.

Part 1.3. Amendment to Exhibit A. Exhibit A to the 2013 Master Facilities Lease is hereby amended to read in full as set forth in Exhibit A hereto.

PART 2

MISCELLANEOUS

Part 2.1. Effect of First Amendment to Master Facilities Lease. This First Amendment to Master Facilities Lease and all of the terms and provisions herein contained shall form part of the 2013 Master Facilities Lease as fully and with the same effect as if all such terms and provisions had been set forth in the 2013 Master Facilities Lease. The 2013 Master Facilities Lease is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this First Amendment to Master Facilities Sublease and the terms of the 2013 Master Facilities Lease (as in effect on the day prior to the effective date of this First Amendment to Master Facilities Lease), the terms of this First Amendment to Master Facilities Lease shall prevail.

Part 2.2. Execution in Counterparts. This First Amendment to Master Facilities Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 2.3. Effective Date. This First Amendment to Master Facilities Lease shall become effective upon the Series 2014 Closing Date (as defined in the 2014 Master Trust Agreement).

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Master Facilities Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF MORENO VALLEY,
Lessor

By _____
Michelle Dawson, City Manager

MORENO VALLEY PUBLIC FINANCING
AUTHORITY,
Lessee

By _____
Michelle Dawson, Executive Director

EXHIBIT A
DESCRIPTION OF THE FACILITIES

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TO BE RECORDED AND WHEN RECORDED

RETURN TO:

Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, 32nd Floor
Los Angeles, California 90017
Attention: William W. Bothwell

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**FIRST AMENDMENT TO
MASTER FACILITIES SUBLEASE**

by and between

MORENO VALLEY PUBLIC FINANCING AUTHORITY

and

CITY OF MORENO VALLEY

Dated as of November 1, 2014

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**FIRST AMENDMENT TO
MASTER FACILITIES SUBLEASE**

THIS FIRST AMENDMENT TO MASTER FACILITIES SUBLEASE (this “First Amendment to Master Facilities Sublease”) executed and entered into as of November 1, 2014, is by and between the MORENO VALLEY PUBLIC FINANCING AUTHORITY, a public entity and agency (duly organized and existing pursuant to an Agreement entitled “Joint Exercise of Powers Agreement” by and between the City of Moreno Valley and the former Redevelopment Agency of the City of Moreno Valley), as lessor, and the CITY OF MORENO VALLEY (the “City”), a city organized and validly existing under the Constitution and general laws of the State of California, as lessee.

RECITALS

WHEREAS, the City previously leased certain real property and improvements thereon (the “Facilities”) to the Authority pursuant to a Master Facilities Lease, dated as of December 1, 2013 (the “2013 Master Facilities Lease”);

WHEREAS, the Authority subleased the Facilities back to the City pursuant to a Master Facilities Sublease, dated as of December 1, 2013 (the “2013 Master Facilities Sublease”); and

WHEREAS, the Authority issued its Lease Revenue Refunding Bonds, Series 2013 (the “Series 2013 Bonds”) pursuant to a Master Trust Agreement, dated as of December 1, 2013, (the “2013 Master Trust Agreement”) between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”), and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California;

WHEREAS, the proceeds of the Series 2013 Bonds were applied by the City to refund a portion of the Outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds;

WHEREAS, the Authority intends to issue its Lease Revenue Refunding Bonds, Series 2014 (the “Series 2014 Bonds”) pursuant to a First Supplement to Master Trust Agreement to supplement and amend the 2013 Master Trust Agreement, as so supplemented and amended the “2014 Master Trust Agreement,” or simply the “Trust Agreement,” and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California;

WHEREAS, the proceeds of the Series 2014 Bonds will be applied by the City to refund the remaining Outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the “2014 Refunded Bonds”), referred to herein as the “2014 Refunding Project”;

WHEREAS, in order to accomplish such 2014 Refunding Project, the Authority and the City are entering into a First Amendment to Master Facilities Lease in order to amend the 2013 Master Facilities Lease, as so amended, the “2014 Master Facilities Lease,” or simply the “Lease,” (i) to add certain additional real property and improvements thereon to Exhibit A of the 2013 Master Facilities Sublease and (ii) to make certain other modifications in order to provide

for the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement;

WHEREAS, in order to accomplish such 2014 Refunding Project, the Authority and the City are entering into this First Amendment to Master Facilities Sublease in order to amend the 2013 Master Facilities Sublease, as so amended, the “2014 Master Facilities Sublease,” or simply the “Sublease,” (i) to add certain additional real property and improvements thereon to Exhibit A of the 2013 Master Facilities Sublease, (ii) to increase the amount of Base Rental Payments payable thereunder and (iii) to make certain other modifications in order to provide for the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement;

WHEREAS, the Authority and the City have determined that the sum of Base Rental Payments, including Base Rental Payments payable as provided herein, in any year is not in excess of the annual fair rental value of the Facilities; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this First Amendment to Master Facilities Sublease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this First Amendment to Master Facilities Sublease;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

PART 1

PARTICULAR AMENDMENTS

Part 1.1. Amendments to Section 1.01. Section 1.01 of the 2013 Master Facilities Lease is hereby amended by adding thereto the following definitions:

Original 2013 Base Rental Payments

The term “Original 2013 Base Rental Payments” means the portion of the Base Rental Payments set forth under the caption “Original 2013 Base Rental Payment Schedule” on Exhibit B hereto.

Series 2014 Base Rental Payments

The term “Series 2014 Base Rental Payments” means the portion of the Base Rental Payments set forth under the caption “Series 2014 Base Rental Payment Schedule” on Exhibit B hereto.

Part 1.2. Amendments to Section 2.02. Section 2.02 of the 2013 Master Facilities Sublease is amended to read as follows:

The term of this Sublease shall commence on the date of recordation of this Sublease in the office of the County Recorder of the County of Riverside, or on January 1, 2014 whichever is earlier, and shall end on November 1, 20__, unless such term is extended or sooner terminated as hereinafter provided (including as such term may be extended in connection with the issuance of Additional Bonds). If on November 1, 20__ (or such later date established in connection with the issuance of Additional Bonds), the Bonds and all amounts due hereunder and under the Trust Agreement shall not be fully paid, or if the rental or other amounts payable hereunder shall have been abated at any time and for any reason, then the term of this Sublease shall be extended until all Bonds and all amounts due hereunder and under the Trust Agreement shall be fully paid, except that the term of this Sublease shall in no event be extended beyond November 1, 20__ (or such later date established in connection with the issuance of Additional Bonds). If prior to November 1, 20__, all Bonds and all amounts due hereunder and under the Trust Agreement shall be fully paid, or provision therefor made in accordance with the terms and provisions of the Trust Agreement, the term of this Sublease shall end immediately.

Part 1.3. Amendments to Section 3.01. The second paragraph of Section 3.01 of the 2013 Master Facilities Sublease is amended to read as follows:

If the term of this Sublease shall have been extended pursuant to Section 2.02 hereof, Base Rental Payment installments shall continue to be payable on October 25 and April 25 in each year, and payable as hereinabove described, continuing to and including the date of termination of this Sublease, in an amount equal to the amount of Base Rental payable for the twelve-month period commencing November 2, 20__.

Part 1.4. Amendments to Section 4.01. Section 4.01 of the 2013 Master Facilities Sublease is amended to read as follows:

The parties hereto agree that the proceeds of the Series 2014 Bonds will be used to refund the 2014 Refunded Bonds. Proceeds of any Additional Bonds will be applied in accordance with a supplement to this Sublease.

Part 1.5. Amendment to Exhibit A. Exhibit A to the 2013 Master Facilities Sublease is hereby amended to read in full as set forth in Exhibit A hereto.

Part 1.6. Amendment to Exhibit B. Exhibit B to the 2013 Master Facilities Sublease is hereby amended to read in full as set forth in Exhibit B hereto.

PART 2

MISCELLANEOUS

Part 2.1. Effect of First Amendment to Master Facilities Sublease. This First Amendment to Master Facilities Sublease and all of the terms and provisions herein contained shall form part of the 2013 Master Facilities Sublease as fully and with the same effect as if all

such terms and provisions had been set forth in the 2013 Master Facilities Sublease. The 2013 Master Facilities Sublease is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this First Amendment to Master Facilities Sublease and the terms of the 2013 Master Facilities Sublease (as in effect on the day prior to the effective date of this First Amendment to Master Facilities Sublease), the terms of this First Amendment to Master Facilities Sublease shall prevail.

Part 2.2. Execution in Counterparts. This First Amendment to Master Facilities Sublease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 2.3. Effective Date. This First Amendment to Master Facilities Sublease shall become effective upon the Series 2014 Closing Date (as defined in the 2014 Master Trust Agreement).

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Master Facilities Sublease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

MORENO VALLEY PUBLIC FINANCING
AUTHORITY,
Lessor

By _____
Michelle Dawson, Executive Director

CITY OF MORENO VALLEY,
Lessee

By _____
Michelle Dawson, City Manager

EXHIBIT A
DESCRIPTION OF THE FACILITIES

EXHIBIT B

BASE RENTAL PAYMENT SCHEDULE

<u>Rental Payment Date</u>	<u>Principal of Rental Payment</u>	<u>Interest of Rental Payment</u>	<u>Total Aggregate Rental Payment</u>
--------------------------------	--	---------------------------------------	---

Rental
Payment Date

Principal of Rental
Payment

Interest of Rental
Payment

Total Aggregate Rental
Payment

ORIGINAL 2013 BASE RENTAL SCHEDULE

<u>Rental Payment Date</u>	<u>Principal of Rental Payment</u>	<u>Interest of Rental Payment</u>	<u>Total Original Rental Payment</u>
May 1, 2014	--	\$187,986.94	\$ 187,986.94
November 1, 2014	\$ 695,000.00	279,650.00	974,650.00
May 1, 2015	--	269,225.00	269,225.00
November 1, 2015	1,155,000.00	269,225.00	1,424,225.00
May 1, 2016	--	246,125.00	246,125.00
November 1, 2016	1,215,000.00	246,125.00	1,461,125.00
May 1, 2017	--	215,750.00	215,750.00
November 1, 2017	1,265,000.00	215,750.00	1,480,750.00
May 1, 2018	--	184,125.00	184,125.00
November 1, 2018	1,325,000.00	184,125.00	1,509,125.00
May 1, 2019	--	151,000.00	151,000.00
November 1, 2019	1,405,000.00	151,000.00	1,556,000.00
May 1, 2020	--	115,875.00	115,875.00
November 1, 2020	1,470,000.00	115,875.00	1,585,875.00
May 1, 2021	--	79,125.00	79,125.00
November 1, 2021	1,540,000.00	79,125.00	1,619,125.00
May 1, 2022	--	40,625.00	40,625.00
November 1, 2022	1,625,000.00	40,625.00	1,665,625.00

SERIES 2014 BASE RENTAL PAYMENT SCHEDULE

Rental
Payment Date

Principal of Rental
Payment

Interest of Rental
Payment

Series 2012 Rental
Payment

Rental
Payment Date

Principal of Rental
Payment

Interest of Rental
Payment

Series 2012 Rental
Payment

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**[\$[PRINCIPAL AMOUNT]]
MORENO VALLEY PUBLIC FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS, SERIES 2014**

BOND PURCHASE AGREEMENT

November __, 2014

Moreno Valley Public Financing Authority
c/o City of Moreno Valley Financial & Management Services Department
14177 Frederick Street
Moreno Valley, California 92552

City of Moreno Valley
c/o City of Moreno Valley Financial & Management Services Department
14177 Frederick Street
Moreno Valley, California 92552

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (which, together with Exhibit A attached hereto, is referred to as the “Purchase Contract”) with the Moreno Valley Public Financing Authority (the “Authority”) and the City of Moreno Valley, California (the “City”), which, upon the acceptance by the Authority and the City, will be binding upon the Authority, the City, and the Underwriter. This offer is made subject to acceptance by the Authority and by the City by the execution of this Purchase Contract and delivery of the same to the Underwriter prior to 6:00 P.M., Pacific Standard Time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Authority and the City at any time prior to the acceptance hereof by the Authority and the City. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Master Trust Agreement, dated as of December 1, 2013, as supplemented and amended by the First Supplement to Master Trust Agreement, dated as of November 1, 2014 (as supplemented and amended, the “Trust Agreement”), each by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties, and agreements herein set forth, the Underwriter hereby agrees to purchase from the Authority and the City, and the Authority and the City hereby agree to issue, sell, and deliver to the Underwriter all (but not less than all) of the Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014, in the aggregate principal amount of \$[PRINCIPAL AMOUNT] (the “Bonds”). The Bonds will be dated as of their date of delivery. Interest on the Bonds shall be payable semiannually on May 1 and November 1 in each year, commencing May 1, 2015, and shall bear interest at the rates and mature on the dates as set forth in Exhibit A attached hereto. The purchase price for the Bonds shall be equal to

\$_____ (being the aggregate principal amount thereof [plus/less] original issue [premium/discount] of \$_____ and less an underwriter's discount of \$_____).

Section 2. The Bonds. The Bonds shall be secured by revenues consisting primarily of base rental payments (“Base Rental Payments”) to be paid by the City pursuant to the Master Facilities Sublease, dated as of December 1, 2013, as amended by the First Amendment to Master Facilities Sublease, dated as of November 1, 2014 (as amended, the “Facilities Sublease”), each by and between the City and the Authority. The Authority’s right to receive the Base Rental Payments due under the Facilities Sublease and to exercise remedies upon default under such Facilities Sublease shall be assigned to the Trustee for the benefit of the owners of the Bonds pursuant to the Trust Agreement.

The Bonds shall be as described in, and shall be secured under and pursuant to the Trust Agreement substantially in the form previously submitted to the Underwriter with only such changes therein as shall be mutually agreed upon by the Authority, the City, and the Underwriter.

The proceeds of the Bonds shall be used: (i) to refinance all of the outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the “2005 Bonds”); and (ii) pay for the costs of issuance of the Bonds.

The Bonds, this Purchase Contract, the Authority’s Joint Exercise of Powers Agreement (the “JPA Agreement”), the Trust Agreement, the Facilities Sublease, the Master Facilities Lease, dated as of December 1, 2013, as amended by the First Amendment to Master Facilities Lease, dated as of November 1, 2014 (as amended, the “Facilities Lease”), each by and between the Authority and the City, the Irrevocable Refunding Instructions, dated November __, 2014 (the “Escrow Instructions”), given by the City and the Authority to, and accepted and agreed to by, the Trustee, and the resolutions of the Authority authorizing the issuance of the Bonds and the execution and delivery of the Authority Documents (hereinafter defined) are collectively referred to herein as the “Authority Documents.”

This Purchase Contract, the Continuing Disclosure Certificate, dated as of the Closing Date (as hereinafter defined), entered into by the City (the “Continuing Disclosure Certificate”), the Facilities Sublease, the Facilities Lease, the Escrow Instructions, and the resolutions of the City authorizing the execution and delivery of the City Documents (hereinafter defined) are collectively referred to herein as the “City Documents.”

Section 3. Public Offering. The Underwriter agrees to make an initial public offering of all of the Bonds at the public offering prices (or yields) set forth on Exhibit A attached hereto and incorporated herein by this reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change the interest rates set forth on Exhibit A attached hereto. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The City and the Authority acknowledge and agree that: (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the City, the Authority, and the Underwriter; (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of such transaction, the

Underwriter is and has been acting solely as principal and are not acting as Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City or the Authority with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Authority on other matters); (iv) the Underwriter has financial and other interests that differ from those of the City and the Authority; and (v) the City and the Authority have consulted their own legal, financial, and other advisors to the extent they have deemed appropriate.

Section 4. The Official Statement. By its acceptance of this proposal, the Authority and the City ratify, confirm, and approve of the use and distribution by the Underwriter prior to the date hereof of the preliminary official statement relating to the Bonds dated October __, 2014 (including the cover page, all appendices thereto, all information incorporated therein, and any supplements or amendments thereto as have been approved by the Authority, the City, and the Underwriter and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "Preliminary Official Statement"), that authorized officers of the City deemed "final" as of its date, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for certain information permitted to be omitted therefrom by Rule 15c2-12. The Authority and the City hereby agree to deliver or cause to be delivered to the Underwriter, within seven business days of the date hereof, copies of the final official statement, dated the date of this Purchase Contract, relating to the Bonds (including all information previously permitted to have been omitted by Rule 15c2-12), including the cover page, all appendices thereto, all information incorporated therein, and any amendments or supplements as have been approved by the Authority, the City, and the Underwriter (the "Official Statement") in such quantity as the Underwriter shall reasonably request to comply with Section (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the "MSRB").

The Underwriter hereby agrees that it will not request that payment be made by any purchaser of the Bonds prior to delivery by the Underwriter to the purchaser of a copy of the Official Statement. The Underwriter agrees: (i) to provide the Authority and the City with final pricing information on the Bonds on a timely basis; and (ii) to promptly file a copy of the Official Statement, including any supplements prepared by the Authority or the City with the MSRB at <http://emma.msrb.org>. The Authority and the City hereby approve of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Bonds. The Authority and the City will cooperate with the Underwriter in the filing by the Underwriter of the Official Statement with the MSRB.

Section 5. Closing. At 8:00 a.m., Pacific Standard Time, on November 20, 2014 (the "Closing Date"), or at such other time or date as the Authority and the Underwriter agree upon, the Authority shall deliver or cause to be delivered to the Trustee, and the Trustee shall deliver or cause to be delivered to The Depository Trust Company, New York, New York ("DTC"), the Bonds in definitive form, duly executed and authenticated. Concurrently with the delivery of the Bonds, the Authority and the City will deliver the documents hereinafter mentioned at the offices of Orrick Herrington & Sutcliffe LLP, Los Angeles, California ("Bond Counsel"), or another place to be mutually agreed upon by the Authority, the City and the Underwriter. The

Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in immediately available funds. This payment for and delivery of the Bonds, together with the delivery of the aforementioned documents, is herein called the “Closing.”

The Bonds shall be registered in the name of Cede & Co., as nominee of DTC in denominations of five thousand dollars (\$5,000) or any integral multiple thereof, and shall be made available to the Underwriter at least one (1) business day before the Closing for purposes of inspection and packaging. The Authority and the City acknowledge that the services of DTC will be used initially by the Underwriter in order to permit the issuance of the Bonds in book-entry form, and agree to cooperate fully with the Underwriter in employing such services.

The Underwriter hereby agrees to make a bona fide public offering of all Bonds at prices not in excess of the initial public offering prices (or yields) set forth on the inside cover page of the Official Statement, reserving, however, the right to change such yields or prices after the initial public offering as the Underwriter shall deem necessary in connection with the offering of the Bonds upon reasonable notice to, and with the consent of the Authority and the City. The Underwriter shall provide to the Authority and the City on the Closing Date a certificate setting forth the offering prices to the public of each maturity of the Bonds at which a substantial amount of such maturities were sold, such certificate to be in a form acceptable to Bond Counsel.

Section 6. Representations, Warranties, and Covenants of the Authority. The Authority represents, warrants, and covenants to the Underwriter and the City that:

(a) The Authority is a public body, duly organized and existing under the Constitution and laws of the State of California (the “State”), including the JPA Agreement and the Joint Exercise of Powers Act (California Government Code Title 1, Division 7, Chapter 5, Section 6500 et seq.) (the “JPA Act”).

(b) The Authority has full legal right, power, and authority to adopt or enter into, as the case may be, and to carry out and consummate the transactions on its part contemplated by the Authority Documents.

(c) By all necessary official action, the Authority has duly adopted, authorized and approved the Authority Documents, has duly authorized and approved the Preliminary Official Statement, will, by execution thereof, duly authorize and approve the Official Statement, and has duly adopted or authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in, the Authority Documents and the consummation by it of all other transactions contemplated by the Authority Documents in connection with the issuance of the Bonds. As of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered, and assuming due execution and delivery by the other parties thereto, if applicable, the Authority Documents will constitute the legally valid and binding obligations of the Authority enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against joint powers

authorities in the State. The Authority has complied, and will at the Closing be in compliance in all respects, with the terms of the Authority Documents.

(d) The Authority is not in any material respect in breach of or default under any applicable constitutional provision, law, or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Authority is a party which breach or default has or may have an adverse effect on the ability of the Authority to perform its obligations under the Authority Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution, and delivery of the Authority Documents, if applicable, and compliance with the provisions on the Authority's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Authority is a party, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation, or instrument, except as may be provided by the Authority Documents.

(e) All authorizations, approvals, licenses, permits, consents, and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction of the matter that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Authority of its obligations in connection with the Authority Documents have been duly obtained or, when required for future performance, are expected to be obtained, other than such approvals, consents, and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds.

(f) The Authority shall notify the other parties hereto if, within the period from the date of this Purchase Contract to and including the date twenty-five (25) days following the "end of the underwriting period" (as defined in Section 7(j) hereof), the Authority discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case, which might cause the Official Statement (as the same may have then been supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) As of the date of acceptance hereof and the Closing Date, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental authority, public board, or body, pending, with service of process having been accomplished, or threatened in writing to the Authority: (i) in any way questioning the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of Base Rental Payments with respect to the Facilities Sublease or any amounts

pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the other Authority Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from taxation, or contesting the powers of the Authority or its authority to issue the Bonds; (iii) which would be likely to result in any material adverse change relating to the business, operations, or financial condition of the Authority; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) There is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of Section 6(g) hereof.

(i) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement do not, and will not up to and including the Closing, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading (except that this representation does not include information regarding DTC and its book-entry only system, information under the caption "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds, and any other information provided by the Underwriter, as to which no view is expressed).

(j) The Authority will refrain from taking any action, or permitting any action to be taken, with regard to which the Authority may exercise control, that results in the loss of the tax-exempt status of the interest on the Bonds.

(k) The Authority will refrain from taking any action, or permitting any action to be taken, to reduce the amount of the Base Rental Payments while the Bonds are Outstanding, and the Authority will collect the Base Rental Payments in accordance with the Facilities Sublease.

(l) Any certificate signed by any officer of the Authority authorized to execute such certificate in connection with the execution, sale, and delivery of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the Authority to the Underwriter and the City as to the statements made therein but not of the person signing such certificate.

Section 7. Representations, Warranties, and Covenants of the City. The City represents, warrants, and covenants to the Underwriter and the Authority that:

(a) The City is a municipal corporation duly organized and existing under and by virtue of the laws of the State.

(b) The City has full legal right, power, and authority to adopt or enter into, as the case may be, and to carry out and consummate the transactions on its part contemplated by the City Documents.

(c) By all necessary official action, the City has duly adopted, authorized, and approved the City Documents, has duly authorized and approved the Preliminary Official Statement and the Official Statement, and has duly adopted or authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the City Documents and the consummation by it of all other transactions contemplated by the City Documents in connection with the issuance of the Bonds. As of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered, and assuming due execution and delivery by the other parties thereto, if applicable, the City Documents will constitute the legally valid and binding obligations of the City enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against municipal corporations in the State. The City has complied, and will at the Closing be in compliance in all respects, with the terms of the City Documents.

(d) The City is not in any material respect in breach of or default under any applicable constitutional provision, law, or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the City is a party which breach or default has or may have an adverse effect on the ability of the City to perform its obligations under the City Documents, and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution, and delivery of the City Documents, if applicable, and compliance with the provisions on the City's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the City is a party nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City or under the terms of any such law, regulation, or instrument, except as may be provided by the City Documents.

(e) All authorizations, approvals, licenses, permits, consents, and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction of the matter that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the City of its obligations in connection with the City Documents have been duly obtained or, when required for future performance, are expected to be obtained, other than such approvals, consents, and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds.

(f) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement do not, and will not up to and including the Closing, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading (except that this representation does not include information regarding DTC and its book-entry only system, information under the caption “UNDERWRITING,” CUSIP numbers, prices and yields for the Bonds, and any other information provided by the Underwriter, as to which no view is expressed).

(g) The City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Bonds.

(h) As of the date of acceptance hereof and the Closing Date, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental authority, public board, or body, pending, with service of process having been accomplished, or threatened in writing to the City: (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of Base Rental Payments with respect to the Facilities Sublease or of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the City Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from taxation, or contesting the powers of the Authority to issue the Bonds; (iii) which would be likely to result in any material adverse change relating to the business, operations, or financial condition of the City; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) There is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of Section 7(h) hereof.

(j) Until the date that is twenty-five (25) days after the “end of the underwriting period” (as defined below), if any event shall occur of which the City is aware that would cause the Official Statement to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary,

in the Underwriter's reasonable opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as: (i) the Authority delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered by the Underwriter to the Authority and the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, the City has not within the last five years failed to comply in any material respect with any continuing disclosure undertakings to provide annual reports or notices of material events specified in Rule 15c2-12.

(l) The City will refrain from taking any action, or permitting any action to be taken, with regard to which the City may exercise control, that results in the loss of the tax-exempt status of the interest on the Bonds.

(m) The financial statements relating to the receipts, expenditures, and cash balances of the City as of June 30, 2013, attached as Appendix C to the Official Statement, along with the unaudited financial information relating to the receipts, expenditures, and cash balances of the City as of June 30, 2014, included in the Official Statement, fairly represent the receipts, expenditures, and cash balances of the City. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the City or in its operations since June 30, 2014, and there has been no occurrence, circumstance, or combination thereof that is reasonably expected to result in any such materially adverse change.

(n) To the extent required by law, the City will undertake, pursuant to the Continuing Disclosure Certificate and the other City Documents, to provide annual reports and notices of certain events, if material. A description of this undertaking is set forth in Appendix F to the Preliminary Official Statement and will also be set forth in the Official Statement.

(o) The City will refrain from taking any action, or permitting any action to be taken, to reduce the amount of the Base Rental Payments while the Bonds are Outstanding, and the City will pay the Base Rental Payments in accordance with the Facilities Sublease.

(p) Any certificate signed by any officer of the City authorized to execute such certificate in connection with the execution, sale, and delivery of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the City to the Underwriter and the Authority as to the statements made therein but not of the person signing such certificate.

Section 8. Conditions to the Obligations of the Underwriter. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the

Authority and the City contained herein. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the statements of the officers and other officials of the Authority and of the City, as well as authorized representatives of Bond Counsel and the Trustee made in any Bonds or other documents furnished pursuant to the provisions hereof; to the performance by the Authority and the City of their obligations to be performed hereunder at or prior to the Closing Date; and to the following additional conditions:

(a) The representations, warranties, and covenants of the City and the Authority contained herein shall be true, complete, and correct at the date hereof and at the time of Closing, as if made on the Closing Date.

(b) At the time of the Closing, the City Documents and the Authority Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the City Documents, the Authority Documents, and the Official Statement shall not have been amended, modified, or supplemented except as may have been agreed to in writing by the Underwriter.

(c) At the time of the Closing, no default shall have occurred or be existing under the City Documents, the Authority Documents, or any other agreement or document pursuant to which any of the City's financial obligations were executed and delivered, and the City shall not be in default in the payment of principal or interest with respect to any of its financial obligations, which default would adversely impact the ability of the City to pay the Base Rental Payments when due.

(d) In recognition of the desire of the Authority, the City, and the Underwriter to effect a successful public offering of the Bonds, and in view of the potential adverse impact of any of the following events on such a public offering, this Purchase Contract shall be subject to termination in the reasonable discretion of the Underwriter by notification, in writing, to the Authority and the City prior to delivery of and payment for the Bonds, if at any time prior to such time, regardless of whether any of the following statements of fact were in existence or known of on the date of this Purchase Contract:

(i) any event shall occur which makes untrue any statement or results in an omission to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading, which event, in the reasonable opinion of the Underwriter would materially or adversely affect the ability of the Underwriter to market the Bonds; or

(ii) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Contract in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice, or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service, or the Chairman or ranking minority member of the Committee on Finance of the United States

Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or state court or any ruling or regulation (final, temporary, or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service, or other federal or State authority affecting the federal or State tax status of the Authority or the City, or the interest on or with respect to bonds or notes (including the Bonds); or

(iii) any legislation, ordinance, rule, or regulation shall be introduced in, or be enacted by any governmental body, department, or authority of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds; or

(iv) an order, decree, or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary, or proposed), official statement, or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission or any other governmental Authority having jurisdiction of the subject matter to the effect that: (i) obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended; or (ii) the issuance, offering, or sale of obligations of the general character of the Bonds, or the issuance, offering, or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(v) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(vi) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any domestic governmental authority or by any domestic national securities exchange that are material to the marketability of the Bonds; or

(vii) a general banking moratorium shall have been declared by federal, State, or New York authorities or the general suspension of trading on any national securities exchange shall have occurred; or

(viii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency, or war or other calamity or crisis the effect of which on financial markets is materially adverse such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the purchase or delivery of the Bonds as contemplated by the Official Statement (exclusive of any amendment or supplement thereto); or

(ix) any rating of the Bonds or the rating of any obligations of the City secured by the City's general fund shall have been downgraded or withdrawn by a national rating service that, in the opinion of the Underwriter, materially adversely affects the marketability or the market price of the Bonds; or

(x) the commencement of any action, suit, or proceeding described in Section 6(g) or Section 7(h) hereof shall have occurred.

(e) At or prior to the Closing, the Underwriter shall receive the following documents, in each case in form and substance to the reasonable satisfaction of the Underwriter:

(i) all resolutions adopted by the Authority and certified by an authorized official of the Authority authorizing the execution and delivery of the Authority Documents and the delivery of the Official Statement;

(ii) all resolutions adopted by the City and certified by an authorized official of the City authorizing the execution and delivery of the City Documents and the delivery of the Bonds and the Official Statement;

(iii) the City Documents and the Authority Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications, or supplements as may have been agreed to in writing by the Underwriter;

(iv) the approving opinion of Bond Counsel dated the Closing Date and addressed to the Authority and the City, in substantially the form attached as Appendix E to the Official Statement, and a reliance letter thereon addressed to the Underwriter and the Trustee;

(v) a supplemental opinion of Bond Counsel dated the Closing Date and addressed to the Underwriter, to the effect that:

(A) the statements on the cover of the Official Statement and in the Official Statement under the captions "INTRODUCTION," "THE BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "TAX MATTERS," and in "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS" and "APPENDIX E – FORM OF BOND COUNSEL OPINION," excluding any material that may be treated as included under such captions and appendices by any cross-reference, insofar as such statements expressly summarize provisions of the City Documents, the Authority Documents, and Bond Counsel's final opinion concerning certain federal tax matters relating to the Bonds, are accurate in all material respects as of the Closing Date, provided that Bond Counsel need not express any opinion with respect to any financial or statistical data

contained therein or with respect to the book-entry system in which the Bonds are initially delivered;

(B) this Purchase Contract has been duly executed and delivered by the City and the Authority and is the valid and binding agreement of the City and the Authority, except that the rights and obligations under the Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases, and to limitations on legal remedies against public agencies in the State, and provided that no opinion is expressed with respect to any indemnification or contribution provisions contained therein; and

(C) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(vi) the Official Statement, executed on behalf of the Authority and the City, and the Preliminary Official Statement;

(vii) evidence that the ratings on the Bonds are as described in the Official Statement;

(viii) a certificate, dated the Closing Date, signed by a duly authorized officer of the Authority satisfactory in form and substance to the Underwriter to the effect that:

(A) the representations, warranties, and covenants of the Authority contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date by the Authority, and the Authority has complied with all of the terms and conditions of this Purchase Contract required to be complied with by the Authority at or prior to the Closing Date;

(B) no event affecting the Authority has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purposes for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect;

(C) the information and statements contained in the Official Statement (excluding information regarding DTC and its book-entry only system, information under the caption "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds and any other information provided by the Underwriter) did not as of its date and do not as of the Closing Date contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and

(D) the Authority is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Authority is a party or is otherwise subject that would have a material

adverse impact on the Authority's ability to perform its obligations under the Authority Documents, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument;

(ix) a certificate, dated the Closing Date, signed by a duly authorized officer of the City satisfactory in form and substance to the Underwriter to the effect that:

(A) the representations, warranties, and covenants of the City contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date by the City, and the City has complied with all of the terms and conditions of the Purchase Contract required to be complied with by the City at or prior to the Closing Date;

(B) no event affecting the City has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purposes for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect;

(C) the information and statements contained in the Official Statement (excluding information regarding DTC and its book-entry only system, information under the caption "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds and any other information provided by the Underwriter) did not as of its date and do not as of the Closing Date contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and

(D) the City is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Facilities Sublease), or other instrument to which the City is a party or is otherwise subject that would have a material adverse impact on the City's ability to perform its obligations under the City Documents, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument;

(x) an opinion of the City Attorney of the City of Moreno Valley, as counsel to the Authority, dated the Closing Date and addressed to the Underwriter, the City, and Bond Counsel to the effect that:

(A) the Authority is a public body, organized and existing under the Constitution and laws of the State, including the JPA Act and the JPA Agreement;

(B) the resolutions relating to the Bonds adopted by the Authority and certified by an authorized official of the Authority authorizing the execution and delivery of the Bonds, the other Authority Documents, and the Official Statement have been duly adopted, are in full force and effect, and have not been modified, amended, rescinded, or repealed since the date of their adoption;

(C) the Authority Documents have been duly authorized, executed, and delivered by the Authority and, assuming due authorization, execution, and delivery by the other parties thereto, if applicable, constitute the valid, legal, and binding agreements of the Authority enforceable against the Authority in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases, and to limitations on legal remedies against public agencies in the State;

(D) except as otherwise disclosed in the Official Statement and to the best knowledge of such counsel after due inquiry, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental authority, or body pending, with service of process having been accomplished, or threatened in writing against the Authority challenging the creation, organization, or existence of the Authority or the validity of the Authority Documents, seeking to restrain or enjoin the collection of Base Rental Payments with respect to the Facilities Sublease or the repayment of the Bonds, in any way contesting or affecting the validity of the Authority Documents, or contesting the authority of the Authority to enter into or perform its obligations under any of the Authority Documents;

(E) the execution and delivery of the Authority Documents and the issuance of the Bonds and compliance with the provisions thereof do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order, or consent decree to which the Authority is subject, which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the Authority Documents;

(F) no authorization, approval, consent, or other order of the State or any other governmental body within the State is required for the valid authorization, execution, and delivery of the Authority Documents or the Official Statement by the Authority or the consummation by the Authority of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Bonds by the Underwriter; and

(G) without having undertaken to determine independently or assume any responsibility for the accuracy, completeness, or fairness of the statements contained in the Official Statement under the caption entitled "THE AUTHORITY," nothing has come to such counsel's attention that would lead it to believe that the statements contained in the above-referenced caption as of the date of the Official Statement and as of the Closing Date (excluding therefrom the financial and statistical data and forecasts included therein, as to which no view need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xi) an opinion of the City Attorney of the City of Moreno Valley dated the Closing Date and addressed to the Underwriter, the Authority, and Bond Counsel to the effect that:

(A) the City is a municipal corporation, duly organized and existing under and by virtue of the laws of the State;

(B) the resolutions relating to the Bonds adopted by the City and certified by an authorized official of the City authorizing the execution and delivery of the Bonds, the City Documents, and the Official Statement have been duly adopted, are in full force and effect, and have not been modified, amended, rescinded, or repealed since the respective dates of their adoption;

(C) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization, execution, and delivery by the other parties thereto, if applicable, constitute the valid, legal, and binding agreements of the City enforceable against the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases, and to limitations on legal remedies against public agencies in the State;

(D) except as otherwise disclosed in the Official Statement and to the best knowledge of such counsel after due inquiry, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental authority, or body pending, with service of process having been accomplished, or threatened in writing against the City challenging the creation, organization, or existence of the City or the validity of the City Documents, seeking to restrain or enjoin the payment of the Base Rental Payments or the repayment of the Bonds, in any way contesting or affecting the validity of the City Documents, contesting the authority of the City to enter into or perform its obligations under any of the City Documents, or which, in any manner, questions the right of the City to pay the Base Rental Payments under the Facilities Sublease;

(E) except as otherwise disclosed in the Official Statement, there are no outstanding bonds, notes, or other obligations of the City that are payable from the Base Rental Payments;

(F) the execution and delivery of the City Documents and compliance with the provisions thereof do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order, or consent decree to which the City is subject, which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents;

(G) no authorization, approval, consent, or other order of the State or any other governmental body within the State is required for the valid authorization,

execution, and delivery of the City Documents or the consummation by the City of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Bonds by the Underwriter; and

(H) without having undertaken to determine independently or assume any responsibility for the accuracy, completeness, or fairness of the statements contained in the Official Statement, nothing has come to such counsel's attention that would lead it to believe that the statements contained in the Official Statement as of the date of the Official Statement and as of the Closing Date (excluding therefrom financial statements and other statistical data, information regarding DTC and its book-entry only system, information under the captions "THE AUTHORITY" and "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds and any other information provided by the Underwriter, as to which no view need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xii) a letter from Goodwin Procter LLP, as Underwriter's Counsel ("Underwriter's Counsel"), dated the Closing Date and addressed to the Underwriter to the effect that, based on the information made available to such counsel in its role as Underwriter's Counsel, without having undertaken to determine independently the accuracy, completeness, or fairness of the statements contained in the Official Statement, but on the basis of such counsel's participation in conferences with the Underwriter, the City, the Authority, Bond Counsel, the City Attorney, the Trustee, and others, and such counsel's examination of certain documents, no information has come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds that would lead them to believe that the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no view or belief need be expressed as to any financial, statistical and demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, the information with respect to DTC and the book-entry system, and the information included in the Appendices thereto);

(xiii) an opinion of counsel to the Trustee dated the Closing Date and addressed to the Underwriter, the City, and the Authority to the effect that:

(A) the Trustee is a national banking association and is validly existing, duly qualified to do business and in good standing under the laws of each jurisdiction in which the performance of its duties under the Trust Agreement and the Escrow Instructions (collectively, the "Trustee Documents") would require such qualification and has the requisite power and authority to execute, deliver and perform its obligations under the Trustee Documents;

(B) the Trustee is duly eligible and qualified to act as Trustee under the Trustee Documents;

(C) the Trustee has all requisite power, authority, and legal right to execute and deliver the Trustee Documents and to perform its obligations under the Trustee Documents, and has taken all necessary corporate action to authorize the execution and delivery of and the performance of its obligations under the Trustee Documents;

(D) the Trustee has duly executed and delivered the Trustee Documents. Assuming the due authorization, execution, and delivery thereof by the other parties thereto, the Trustee Documents are the legal, valid, and binding agreements of the Trustee enforceable against the Trustee in accordance with their terms, except to the extent enforceability thereof may be subject to (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws affecting creditors' rights and remedies heretofore or hereafter enacted, and (ii) the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(E) the Bonds have been duly authenticated by the Trustee;

(F) the execution, delivery, and performance of the Trustee Documents by the Trustee and the consummation of the transactions contemplated thereby do not and will not (i) to the knowledge of such counsel, conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Trustee is a party or by which the Trustee is bound or to which any of the property or assets of the Trustee or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter, articles of association, by-laws, or applicable resolutions of the Trustee, or (iii) to the knowledge of such counsel, result in any violation of any statute or any order, rule, or regulation of any court or government agency or body having jurisdiction over the Trustee or any of its properties or assets; and

(G) to the knowledge of such counsel, there are no actions, proceedings, or investigations pending or threatened against the Trustee before any court, administrative agency, or tribunal (i) asserting the invalidity of the Trustee Documents, (ii) seeking to prevent the consummation of any of the transactions contemplated thereby, or (iii) that might materially and adversely affect the performance by the Trustee of its obligations under, or the validity or enforceability of, the Trustee Documents;

(xiv) a certificate of the Trustee, dated the Closing Date and signed by an authorized official of Trustee, to the effect that:

(A) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the necessary power to enter into, accept, and administer the trusts created under the Trust Agreement and to authenticate the Bonds;

(B) the Trustee Documents have been duly authorized, executed, and delivered by a duly authorized officer of the Trustee, and the execution, delivery, and performance of the Trustee Documents have been duly authorized by all necessary action of the Trustee;

(C) the Trustee Documents constitute the legal, valid, and binding obligations of the Trustee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(D) the Bonds have been duly authenticated by a duly authorized officer of the Trustee;

(E) no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Trustee Documents or the performance by the Trustee of its duties and obligations under the Trustee Documents;

(F) the execution and delivery by the Trustee of the Trustee Documents and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution, or any other agreement or instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order, or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties (except that no representation, warranty, or agreement need be made with respect to any federal or State securities or blue sky laws or regulations);

(G) the Trustee's action in executing and delivering the Trustee Documents will not contravene the articles or bylaws of the Trustee and is in full compliance with, and does not conflict with, any applicable law or governmental regulation currently in effect, and such action does not conflict with or violate any contract to which the Trustee is a party or any administrative or judicial decision by which the Trustee is bound; and

(H) there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board, or body that has been served on the Trustee, or to the best knowledge of the Trustee, threatened against the Trustee which in the reasonable judgment of the Trustee would affect the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Trustee Documents or contesting the powers of the Trustee or its authority to enter into and perform its obligations thereunder;

(xv) copies of the statements with respect to the sale of the Bonds required to be delivered to the California Debt and Investment Advisory Committee pursuant to Sections 53583 and 8855 of the California Government Code;

(xvi) evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing;

(xvii) a copy of the executed Blanket Issuer Letter of Representations by and between the City and DTC relating to the book-entry system, and a copy of the Operational Arrangements Letter of Representations executed by the Trustee;

(xviii) the tax and nonarbitrage certificate of the City and the Authority in form and substance to the reasonable satisfaction of Bond Counsel and the Underwriter;

(xix) a certificate, dated the date of the Preliminary Official Statement, of the City, as required under Rule 15c2-12 and substantially in the form of Exhibit B attached hereto;

(xx) certified copies of the JPA Agreement and all amendments thereto and related certificates issued by the Secretary of State of the State;

(xxi) a certified copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Trustee Documents and the authentication and delivery of the Bonds by the Trustee;

(xxii) such additional legal opinions, Bonds, proceedings, instruments, or other documents as Bond Counsel, Underwriter's Counsel, or the Underwriter may reasonably request.

Section 9. Changes in Official Statement. After the Closing, neither the Authority nor the City shall adopt any amendment of or supplement to the Official Statement to which the Underwriter shall reasonably object in writing. Within ninety (90) days after the Closing or within twenty-five (25) days following the "end of the underwriting period" (as defined in Section 7(j) hereof), whichever occurs first, if any event relating to or affecting the Bonds, the Trustee, the City, or the Authority shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority and the City will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to such purchaser, not misleading. The City and the Authority shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with the MSRB.

Section 10. Expenses. Whether or not the transactions contemplated by this Purchase Contract are consummated, the Underwriter shall be under no obligation to pay, and the Authority shall pay only from the proceeds of the Bonds, but only as the Authority and such other party providing such services may agree, all expenses and costs of the Authority and the City incident to the performance of their obligations in connection with the authorization, execution, sale, and delivery of the Bonds to the Underwriter, including, without limitation, printing costs, rating agency fees and charges, initial fees of the Trustee, including fees and disbursements of their counsel, if any, fees and disbursements of Bond Counsel and other professional advisors employed by the Authority or the City, fees and disbursements of Underwriter's Counsel, costs of preparation, printing, signing, transportation, delivery, and safekeeping of the Bonds and for expenses (included in the expense component of the spread) incurred by the Underwriter on behalf of City's employees that are incidental to implementing

this Purchase Contract, including, but not limited to, meals, transportation, lodging, and entertainment of those employees. The Underwriter shall pay all out-of-pocket expenses of the Underwriter, including, without limitation, advertising expenses, the California Debt and Investment Advisory Commission fee, CUSIP Services Bureau charges, regulatory fees imposed on new securities issuers, and any and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds.

Section 11. **Notices.** Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 515 South Figueroa Street, Suite 1800, Los Angeles, California 90071, Attention: John W. Kim. Any notice or other communication to be given the Authority under this Purchase Contract may be given by delivering the same in writing to the Moreno Valley Public Financing Authority, c/o City of Moreno Valley Financial & Management Services Department, 14177 Frederick Street, Moreno Valley, California 92552, Attention: Chief Financial Officer. Any notice or other communication to be given the City under this Purchase Contract may be given by delivering the same in writing to the City of Moreno Valley, c/o City of Moreno Valley Financial & Management Services Department, 14177 Frederick Street, Moreno Valley, California 92552, Attention: Treasurer. All notices or communications hereunder by any party shall be given and served upon each other party.

Section 12. **Parties in Interest.** This Purchase Contract is made solely for the benefit of the Authority, the City, and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, and agreements of the Authority and the City in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

Section 13. **Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

Section 14. **Counterparts.** This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[The remainder of this page is intentionally left blank.]

Section 15. **Governing Law.** This Purchase Contract shall be governed by the laws of the State.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____
Title: Authorized Officer

Accepted as of the date first stated above at _____ [a.m./p.m.] Pacific Standard Time:

CITY OF MORENO VALLEY

By: _____
Its: Chief Financial Officer

MORENO VALLEY PUBLIC FINANCING AUTHORITY

By: _____
Its: Treasurer

EXHIBIT A

**MORENO VALLEY PUBLIC FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS, SERIES 2014**

MATURITY SCHEDULE

<i>Maturity Date (November 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Price</i>	<i>Yield</i>
2023	\$	%		%
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
TOTAL				

EXHIBIT B
“DEEMED FINAL CERTIFICATE”
FOR
PRELIMINARY OFFICIAL STATEMENT

[POS DATE], 2014

Stifel, Nicolaus & Company, Incorporated
515 South Figueroa Street, Suite 1800
Los Angeles, California 90071
Attention: Public Finance

Re: Moreno Valley Public Financing Authority
Lease Revenue Refunding Bonds, Series 2014

Ladies and Gentlemen:

With respect to the proposed sale by the Moreno Valley Public Financing Authority of its Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014 (the “Bonds”), the Authority and the City of Moreno Valley (the “City”) have delivered to you a Preliminary Official Statement, dated the date hereof (the “Preliminary Official Statement”). The City, for purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the following information: the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, dates and amounts of mandatory sinking fund payments, delivery dates, ratings, and identity of the purchasers and any other terms of the Bonds relating to such matters and any other information permitted to be omitted by the Rule.

CITY OF MORENO VALLEY

Chief Financial Officer

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2014**NEW ISSUE – BOOK-ENTRY ONLY****RATING: Standard & Poor's: “_” (_____ outlook)****(See “RATING.”)**

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the Bonds. See “TAX MATTERS.”

\$ _____*

**MORENO VALLEY PUBLIC FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS
SERIES 2014**

Dated: Date of Delivery**Due: November 1, as shown on the inside cover**

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014 (the “Bonds”), are being issued in the aggregate principal amount of \$ _____* by the Moreno Valley Public Financing Authority (the “Authority”) pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code) and the provisions of a Master Trust Agreement, dated as of December 1, 2013, as supplemented by a First Supplement to Master Trust Agreement, dated as of November 1, 2014 (collectively, the “Trust Agreement”), each by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”). Capitalized terms used on this cover page and not otherwise defined shall have the meanings ascribed to them elsewhere in this Official Statement. See in particular “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Selected Definitions.”

A portion of the proceeds from the sale of the Bonds will be used to refund all of the outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the “2005 Bonds”), which 2005 Bonds were issued in the aggregate principal amount of \$48,205,000 and are currently outstanding in the aggregate principal amount of \$29,085,000. In addition, a portion of the proceeds from the sale of the Bonds will be used to pay certain costs related to the issuance of the Bonds. The proceeds from the sale of the 2005 Bonds were used to finance certain public improvements within the City of Moreno Valley, California (the “City”). See “THE REFINANCING PLAN” and “THE BONDS – Estimated Sources and Uses of Bond Proceeds.”

The Bonds will be delivered in fully registered form without coupons and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry form only, in the principal amount of \$5,000 or integral multiples thereof for each maturity. Purchasers will not receive certificates representing their interest in the Bonds purchased. Payments of interest on the Bonds will be made by the Trustee to DTC, which will in turn remit such interest to its participants for subsequent dispersal to beneficial owners of the Bonds as described herein. Interest on the Bonds is payable semiannually on each May 1 and November 1, commencing May 1, 2015, until the maturity or the earlier redemption thereof. Principal and any redemption premiums with respect to each Bond will be paid upon surrender of such Bond at the principal corporate office of the Trustee upon maturity or the earlier redemption thereof. See “THE BONDS – Book-Entry Only System.”

The Bonds are subject to optional redemption, mandatory sinking account prepayment, and extraordinary redemption from insurance or condemnation proceeds, as described herein. See “THE BONDS – Redemption of Bonds.”

The Bonds are special, limited obligations of the Authority payable solely from Revenues, consisting primarily of Base Rental Payments to be made by the City to the Authority pursuant to a Master Facilities Sublease, dated as of December 1, 2013, as amended by a First Amendment to Master Facilities Sublease, dated as of November 1, 2014 (collectively, the “Facilities Sublease”), each by and between the Authority and the City, pursuant to which the City will lease certain Facilities. See “THE FACILITIES.” The Bonds and the \$11,695,000 Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2013, are payable on a parity basis from Base Rental Payments under the Facilities Sublease. The City has covenanted in the Facilities Sublease to take such action as may be necessary to include Base Rental Payments and Additional Payments due under the Facilities Sublease in its annual budgets, and to make necessary annual appropriations therefor. The Base Rental Payments are subject to abatement as described herein. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” and “RISK FACTORS.”

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM AND SECURED SOLELY BY THE BASE RENTAL PAYMENTS AND AMOUNTS HELD IN CERTAIN FUNDS AND ACCOUNTS ESTABLISHED UNDER THE TRUST AGREEMENT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF RIVERSIDE (THE “COUNTY”), THE STATE OF CALIFORNIA (THE “STATE”), OR ANY POLITICAL SUBDIVISION OF THE STATE IS PLEDGED TO THE PAYMENT OF THE BONDS. THE AUTHORITY HAS NO TAXING POWER. THE OBLIGATION OF THE CITY TO MAKE BASE RENTAL PAYMENTS UNDER THE FACILITIES SUBLEASE DOES NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE BONDS NOR THE OBLIGATION OF THE CITY TO MAKE BASE RENTAL PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE AUTHORITY, THE CITY, THE COUNTY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

[Maturity Schedule set forth on inside cover]

The Bonds are offered when, as, and if delivered to and received by the Underwriter, subject to the approval of legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Bond Counsel. Certain legal matters will be passed upon for the Authority and the City by the City Attorney, and for the Underwriter by Goodwin Procter LLP, Los Angeles, California, as Underwriter’s Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC in New York, New York, on or about November 20, 2014.

STIFEL

Dated: _____, 2014.

* Preliminary; subject to change.

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price/</u> <u>Yield</u>	<u>CUSIP⁽¹⁾ No.</u>	<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price/</u> <u>Yield</u>	<u>CUSIP⁽¹⁾ No.</u>
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\$ _____ % Term Bond due November 1, 2035; Price: ____; CUSIP⁽¹⁾ No. _____

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**MORENO VALLEY PUBLIC FINANCING AUTHORITY
AND
CITY OF MORENO VALLEY**

City Council

Jesse L. Molina, *Mayor*
Victoria Baca, *Mayor Pro Tem*
Richard A. Stewart, *Councilmember*
George E. Price, *Councilmember*

Governing Board of the Authority

Jesse L. Molina, *Chair*
Victoria Baca, *Vice Chair*
Richard A. Stewart, *Boardmember*
George E. Price, *Boardmember*

CITY OFFICIALS

Michelle Dawson, *City Manager*
Richard Teichert, *Chief Financial Officer*
Brooke McKinney, *Treasury Operations Division Manager*
Suzanne Bryant, *City Attorney*

PROFESSIONAL SERVICES

Bond Counsel

Orrick, Herrington & Sutcliffe LLP
Los Angeles, California

Underwriter's Counsel

Goodwin Procter LLP
Los Angeles, California

Trustee

Wells Fargo Bank, National Association
Los Angeles, California

Financial/Pricing Advisor

Urban Futures, Inc.
Orange, California

Verification Agent

Causey, Demgen & Moore Inc.
Denver, Colorado

No dealer, broker, salesperson, or other person has been authorized by the Authority, the City, or Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor will there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale.

This Official Statement is not to be construed to be a contract with the purchasers of the Bonds. Statements contained in this Official Statement that involve estimates, forecasts, or matters of opinion, whether or not expressly described as such herein, are intended solely as such and are not to be construed as representations of fact.

The information set forth in this Official Statement has been obtained from the Authority, the City, and other sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and it is not to be construed as a representation by the Authority or the City. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Authority or the City since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE UNDERWRITER MAY OFFER AND SELL THE CERTIFICATES TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

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OFFICIAL STATEMENT

\$ _____*
**MORENO VALLEY PUBLIC FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS
SERIES 2014**

INTRODUCTION

General

This Official Statement, which includes the cover page, inside cover page, Table of Contents, and Appendices (the “Official Statement”), provides certain information concerning the issuance of the Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014, in the aggregate principal amount of \$ _____* (the “Bonds”). Descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive and reference is made to each such document for complete details of all terms and conditions therein. All statements in this Official Statement are qualified in their entirety by reference to the applicable documents.

This Introduction is subject in all respects to the more complete information contained elsewhere in this Official Statement, and the offering of the Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Selected Definitions.”

Authorization and Purpose

The Bonds are being issued by the Moreno Valley Public Financing Authority (the “Authority”), a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California (the “State”), pursuant the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code) (the “Act”) and the provisions of a Master Trust Agreement, dated as of December 1, 2013, as supplemented by a First Supplement to Master Trust Agreement, dated as of November 1, 2014 (collectively, the “Trust Agreement”), each by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”). See “THE BONDS – Authorization and Payment of Bonds.”

A portion of the proceeds from the sale of the Bonds will be used to refund all of the outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the “2005 Bonds”), which 2005 Bonds were issued in the aggregate principal amount of \$48,205,000 and are currently outstanding in the aggregate principal amount of \$29,085,000. In addition, a portion of the proceeds from the sale of the Bonds will be used to pay certain costs related to the issuance of the Bonds. The proceeds from the sale of the 2005 Bonds were used to finance certain public improvements within the City of Moreno Valley, California (the “City”). \$12,275,000 in principal amount of the 2005 Bonds were previously refunded from the proceeds of \$11,695,000 in principal amount of Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2013 (the “2013 Bonds”), issued by the Authority on December 30, 2013. See “THE REFINANCING PLAN” and “THE BONDS – Estimated Sources and Uses of Bond Proceeds.”

* Preliminary; subject to change.

Registration, Date, Maturity, and Payment of Bonds

The Bonds will be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, which will act as securities depository for the Bonds. The Bonds will be dated the date of their initial delivery and will mature on the dates and in the principal amounts set forth on the inside cover page hereof. Interest on the Bonds is payable semiannually on each May 1 and November 1, commencing May 1, 2015, until the maturity or the earlier redemption thereof. Principal and any redemption premiums with respect to each Bond will be paid upon surrender of such Bond at the principal corporate office of the Trustee upon maturity or the earlier redemption thereof. See “THE BONDS – Authorization and Payment of Bonds.”

Redemption of Bonds

The Bonds are subject to optional redemption, mandatory sinking account prepayment, and extraordinary redemption from insurance or condemnation proceeds. See “THE BONDS – Redemption of Bonds.”

Security and Source of Payment for the Bonds

Pursuant to a Master Facilities Sublease, dated as of December 1, 2013, as amended by a First Amendment to Master Facilities Sublease, dated as of November 1, 2014 (collectively, the “Facilities Sublease”), each by and between the Authority and the City, the City is required to pay semiannual lease payments (the “Base Rental Payments”) for the use and occupancy of certain facilities described therein (the “Facilities”), which Base Rental Payments are designed to be sufficient in both time and amount to pay, when due, the principal of, redemption premium (if any), and interest on the Bonds and the 2013 Bonds. The Bonds and the 2013 Bonds are payable on a parity basis from Base Rental Payments under the Facilities Sublease. Pursuant to the Facilities Sublease, the City has covenanted that it will take such action as may be necessary to include all Base Rental Payments in its annual budgets and to make the necessary annual appropriations therefor. The obligation of the City to make Base Rental Payments, however, is subject to abatement in the event of material damage or destruction of the Facilities or the taking of the Facilities in whole or in part. The obligation of the City to pay Base Rental Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to make Base Rental Payments does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” and “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS.”

Additional Bonds and Addition, Substitution, or Release of Facilities

The Authority may at any time issue Additional Bonds payable from the Revenues and secured by a pledge of and charge and lien upon the Revenues as provided in the Trust Agreement equal to the pledge, charge, and lien securing the Outstanding Bonds and 2013 Bonds theretofore issued under the Trust Agreement, subject to certain conditions as described herein. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Additional Bonds.”

In addition, the City and the Authority may add, substitute, or release real property for all or part of, or may release part of, the Facilities for purposes of the Facilities Sublease and a Master Facilities Lease, dated as of December 1, 2013, as amended by a First Amendment to Master Facilities Lease, dated as of November 1, 2014 (collectively, the “Facilities Lease”), each by and between the City and the Authority, but only after the City has filed with the Authority and the Trustee, with copies to each rating

agency then providing a rating for the Bonds, certain documentation and information as described herein. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Addition, Substitution, or Release of Facilities.”

Continuing Disclosure

In connection with the issuance of the Bonds, the City will covenant in the Continuing Disclosure Certificate, dated the date of delivery of the Bonds (the “Continuing Disclosure Certificate”), to provide certain financial information and operating data relating to the Authority and the City and notices of certain events listed therein. See “CONTINUING DISCLOSURE” and “APPENDIX F – Form of Continuing Disclosure Certificate.”

Limited Obligations

The Bonds are limited obligations of the Authority payable solely from Revenues, consisting primarily of Base Rental Payments to be made by the City and amounts on deposit in certain funds and accounts held under the Trust Agreement. The Bonds do not constitute a debt or liability of the State or of any political subdivision thereof (including any member of the Authority). The Authority shall be obligated to pay the principal of the Bonds, and the interest thereon, only from the Revenues, and neither the faith and credit nor the taxing power of the State or of any political subdivision thereof (including any member of the Authority) is pledged to the payment of the principal of or the interest on the Bonds. The issuance of the Bonds shall not directly, indirectly, or contingently obligate the State or any political subdivision thereof (including any member of the Authority) to levy or pledge any form of taxation. The Authority has no taxing power.

Forward-Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “intend,” “expect,” “propose,” “estimate,” “project,” “budget,” “anticipate,” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties, and other factors that may cause the actual results, performance, or achievements described to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. No updates or revisions to these forward-looking statements are expected to be issued if or when the expectations, events, conditions, or circumstances on which such statements are based change. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such forward-looking statements. **READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON SUCH FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF.**

References Qualified

The summaries of and references to all documents, statutes, reports, and other instruments referred to in this Official Statement do not purport to be complete, comprehensive, or definitive, and each such summary and reference is qualified in its entirety by reference to each such document, statute, report, or instrument.

Other Information

Copies of documents referred to herein and information concerning the Bonds are available from the Chief Financial Officer, City of Moreno Valley, 14177 Frederick Street, Moreno Valley, California 92552, telephone (951) 413-3021. The City may impose a charge for copying, mailing, and handling.

THE REFINANCING PLAN

The Authority previously issued the 2005 Bonds in the aggregate principal amount of \$48,205,000 pursuant to an Indenture of Trust, dated as of June 1, 2005 (the "2005 Indenture"), by and between the Authority and Wells Fargo Bank, National Association, as trustee. On January 2, 2014, the Authority paid the principal of, and interest and redemption premium on, the 2005 Bonds maturing on November 1, 2014, through November 1, 2022, inclusive, representing an aggregate principal amount of \$12,275,000, with the proceeds from the sale of the 2013 Bonds, issued by the Authority on December 30, 2013, in the aggregate principal amount of \$11,695,000. Proceeds from the sale of the 2005 Bonds were used to finance certain public improvements within the City, as more fully described in the 2005 Indenture (the "2005 Project").

Proceeds from the sale of the Bonds will be used (i) to pay on November 21, 2014, the principal of, and interest and redemption premium on, the outstanding 2005 Bonds, representing an aggregate principal amount of \$29,085,000, in accordance with the terms of the 2005 Indenture, and (ii) to pay certain costs of issuance related to the Bonds. See "THE BONDS – Estimated Sources and Uses of Bond Proceeds."

On the date of issuance of the Bonds, the Trustee will deposit a portion of the proceeds from the sale of the Bonds, in an amount sufficient to redeem the outstanding 2005 Bonds, as verified by Causey, Demgen & Moore Inc., Denver Colorado, an independent firm of certified public accountants (the "Verification Agent"), into an escrow account (the "Escrow Account") established under the Trust Agreement. The Trustee will hold the amounts deposited in the Escrow Account uninvested and apply such amounts to provide for the redemption of the outstanding 2005 Bonds, all in accordance with the terms of the Trust Agreement and certain Irrevocable Refunding Instructions to be delivered by the City and the Authority to the Trustee. See "ESTIMATED SOURCES AND USES OF FUNDS" and "VERIFICATION AGENT."

THE BONDS

Authorization and Payment of Bonds

The Bonds are being issued by the Authority pursuant the Act and the provisions of the Trust Agreement. The Bonds will be dated the date of their initial delivery and will mature on the dates and in the principal amounts set forth on the inside cover page hereof. Interest on the Bonds is payable semiannually on each May 1 and November 1, commencing May 1, 2015, until the maturity or the earlier redemption thereof.

The Bonds will be issued as fully registered bonds in the denomination of \$5,000 each or any integral multiple thereof. Principal of and redemption premium, if any, on each Bond will be payable upon surrender of such Bond at the principal corporate trust office of the Trustee in Los Angeles, California, upon the maturity or earlier redemption thereof. Interest will be payable by check, mailed to the Owners of the Bonds as of the applicable Record Date at their addresses as they appear on the Bond register maintained by the Trustee; provided, however, that interest payable to an Owner of \$1,000,000 or more aggregate principal amount of Bonds will be paid by wire transfer to such account within the United

States as such Owner shall have specified in writing prior to the applicable Record Date to the Trustee for such purpose. Certain of the provisions described above will not apply as long as the Bonds are in a book-entry only system. See “THE BONDS – Book-Entry Only System” below.

Redemption of Bonds

Optional Redemption of Bonds. The Bonds maturing before November 1, 2024, are not subject to optional redemption prior to maturity. The Bonds maturing on and after November 1, 2025, are subject to optional redemption prior to their stated Principal Payment Dates, on any date on or after November 1, 2024, in whole or in part, in Authorized Denominations, from and to the extent of prepaid Base Rental Payments paid pursuant to the Facilities Sublease, any such prepayment to be at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the redemption date, without premium.

Mandatory Sinking Account Prepayment. The Bonds maturing on November 1, 2035, are subject to prepayment prior to such maturity date, in part, from mandatory sinking account payments, on each November 1 specified below, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the redemption date, without premium. The principal of such Bonds to be so redeemed and the dates therefore shall be as follows:

Prepayment Date (November 1)	Principal Component To Be Redeemed
2031	
2032	
2033	
2034	
2035	

Extraordinary Redemption. The Bonds are subject to redemption on any date prior to their respective stated maturities, as a whole or in part by lot, from payments made by the City from funds received by the City due to a taking of the Facilities or portions thereof under the power of eminent domain, from the net proceeds of insurance received for material damage to or destruction of the Facilities or portions thereof under the circumstances and upon the conditions and terms prescribed in the Trust Agreement and Facilities Sublease, or from the proceeds of title insurance in the event of defective title to the Facilities as provided for in the Facilities Sublease, at a redemption price equal to the sum of the principal amount thereof, without premium, plus accrued interest thereon to the redemption date. See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Trust Agreement.”

Selection of Bonds for Redemption

Whenever less than all of the Outstanding Bonds are to be redeemed, the Trustee shall select, in accordance with written directions from the Authority, the Bonds to be redeemed in part from the Outstanding Bonds so that the aggregate annual principal amount of and interest on Bonds which shall be payable after such redemption date shall be as nearly proportional as practicable to the aggregate annual principal amount of and interest on Bonds Outstanding prior to such redemption date. Whenever less than all the Bonds of any one maturity are to be redeemed, the Trustee will select Bonds of such maturity for redemption by lot.

Notice of Redemption

The Trustee will cause notice of each redemption to be given to the Owner of any Bonds designated for redemption at the address which appears upon the registration books of the Trustee by

mailing a copy of the redemption notice at least 30 but not more than 60 days prior to the redemption date. The failure of any Owner to receive such notice or any defect in such notice will not affect the validity of the redemption of any Bonds.

Cancellation of Redemption Notice

The Authority may, at its option, prior to the date fixed for redemption in any notice of redemption rescind and cancel such notice of redemption by Written Request to the Trustee and the Trustee shall mail notice of such cancellation to the recipients of the notice of redemption being cancelled.

Effect of Notice of Redemption

If notice of redemption has been duly given as aforesaid and money for the payment of the redemption price of the Bonds called for redemption is held by the Trustee, then on the redemption date designated in such notice Bonds so called for redemption shall become due and payable, and from and after the date so designated interest on such Bonds shall cease to accrue, and the Owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

Book-Entry Only System

The following information regarding DTC and its book-entry system has been provided by DTC and has not been verified for accuracy or completeness by the Authority or the City, and neither the Authority nor the City take any responsibility for the accuracy thereof. Neither the Authority nor the City shall have any responsibility or liability for any aspects of the records maintained by DTC relating to, or payments made on account of, beneficial ownership, or for maintaining, supervising, or reviewing any records maintained by DTC relating to beneficial ownership, of interests in the Bonds.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate, and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a

Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com. *The foregoing reference to internet website is made for reference and convenience only; the information contained within the website has not been reviewed by the City or the Authority and is not incorporated in this Official Statement by reference.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners or, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority or the City as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments with respect to the Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the

City or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee or the City or Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Authority, the City, or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered in accordance with the terms of the Trust Agreement.

The Authority or the City may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC in accordance with the terms of the Trust Agreement.

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE AUTHORITY AND THE CITY BELIEVE TO BE RELIABLE, BUT NEITHER THE AUTHORITY NOR THE CITY TAKES ANY RESPONSIBILITY FOR THE ACCURACY THEREOF. NEITHER THE AUTHORITY NOR THE CITY GIVES ANY ASSURANCES THAT DTC WILL DISTRIBUTE PAYMENTS TO DTC PARTICIPANTS OR THAT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS WITH RESPECT TO THE BONDS RECEIVED BY DTC OR ITS NOMINEES AS THE REGISTERED OWNER, ANY REDEMPTION NOTICES, OR OTHER NOTICES TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

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Estimated Sources and Uses of Bond Proceeds

The following table details the estimated sources and uses of the proceeds from the sale of the Bonds and the moneys transferred from certain funds and accounts established under the Indenture of Trust for the 2005 Bonds.

Table 1
Estimated Sources and Uses of Funds

Estimated Sources:

Principal Amount of Bonds
[Plus/Less]: Net Original Issue [Premium/Discount]
Amounts transferred from Indenture of Trust for the 2005 Bonds
Less: Underwriter's Discount

Total Sources

Estimated Uses:

Deposit to Escrow Account ⁽¹⁾
Deposit to Costs of Issuance Fund ⁽²⁾

Total Uses

⁽¹⁾ To pay in full the principal, interest, and redemption premium due with respect to the outstanding 2005 Bonds on November 21, 2014. Comprised of amounts transferred from the Reserve Account established for the 2005 Bonds, plus \$_____ from the proceeds from the sale of the Bonds. See "THE REFINANCING PLAN."

⁽²⁾ Moneys on deposit in the Costs of Issuance Fund are expected to be used to pay the fees and expenses of Bond Counsel, the Trustee, the Financial/Pricing Advisor, the Verification Agent, and the rating agency, as well as printing costs and other miscellaneous costs related to the issuance of the Bonds.

Debt Service Schedule

The table below presents the annual debt service on the Bonds (including sinking account prepayments) and the 2013 Bonds, assuming that there are no extraordinary redemptions. The Bonds and the 2013 Bonds are payable on a parity basis from Base Rental Payments under the Facilities Sublease.

[Remainder of Page Intentionally Left Blank]

Table 2
Debt Service Schedule

Year Ending November 1	Principal of Bonds	Interest on Bonds	Principal of 2013 Bonds	Interest on 2013 Bonds	Total Debt Service on Bonds and 2013 Bonds
2015			\$ 1,155,000.00	\$ 538,450.00	
2016			1,215,000.00	492,250.00	
2017			1,265,000.00	431,500.00	
2018			1,325,000.00	368,250.00	
2019			1,405,000.00	302,000.00	
2020			1,470,000.00	231,750.00	
2021			1,540,000.00	158,250.00	
2022			<u>1,625,000.00</u>	<u>81,250.00</u>	
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
Totals					

Source: Underwriter.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Base Rental Payments

For the right to the use and occupancy of the Facilities, the Facilities Sublease requires the City to make Base Rental Payments. While the City is obligated to pay Base Rental Payments from any lawfully available funds, it is the expectation of the City that the Base Rental Payments will be paid from certain revenues derived from development impact fees and utility fees, as well as certain revenues received by the City as successor agency to the former Community Redevelopment Agency of the City of Moreno Valley.

To secure the payment of the Base Rental Payments, the City will pay to the Trustee, for deposit into the Revenue Fund, on each October 25 and April 25, an amount sufficient to pay the principal of and interest on the Bonds due on the following November 1 and May 1, respectively.

Pursuant to the Trust Agreement, on or before each Interest Payment Date and each Principal Payment Date, the Trustee will transfer amounts in the Revenue Fund as are necessary to the Interest Account and the Principal Account to provide for the payment of the interest and principal in respect of the Bonds. See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Trust Agreement – Establishment of Funds and Accounts; Flow of Funds.” See also “RISK FACTORS” and “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND

APPROPRIATIONS” for a discussion of the risks and constitutional limitations applicable to the payment of Base Rental Payments.

Additional Payments

The Facilities Sublease requires the City to pay all amounts, costs, and expenses incurred by the Authority in connection with the execution, performance, or enforcement of the Facilities Sublease, the Trust Agreement, the Authority’s interest in the Facilities, and the lease of the Facilities to the City, including but not limited to payment of all fees, costs, and expenses and all administrative costs of the Authority related to the Bonds and the Facilities, including without limiting the generality of the foregoing, salaries and wages of employees, all expenses, compensation, and indemnification payable by the Authority to the Trustee under the Trust Agreement, fees of auditors, accountants, attorneys, or architects, and all other necessary administrative costs of the Authority or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Bonds or of the Trust Agreement; but not including in such Additional Payments amounts required to pay the principal of or interest on the Bonds.

Insurance

The Facilities Sublease requires the City to cause to be maintained casualty insurance insuring the Facilities against fire, lightning, and all other risks covered by an extended coverage endorsement in an amount equal to the lesser of 100% of the replacement cost of the Facilities or 100% of the outstanding principal amount of the Bonds, the 2013 Bonds, and any Additional Bonds. The City may, subject to the restrictions contained in the Facilities Sublease, self-insure against such risks. The Facilities Sublease does not require that insurance be maintained for earthquake or flood risks.

The Facilities Sublease requires the City to cause to be maintained, throughout the term of the Facilities Sublease, rental interruption insurance to cover the Authority’s loss, total or partial, of Base Rental Payments resulting from the loss, total or partial, of the use of any part of the Facilities as a result of any of the hazards covered by the insurance described in the preceding paragraph, in an amount sufficient at all times to pay maximum annual Base Rental Payments for any two year period.

The City is also required to obtain certain public liability and property damage insurance coverage in protection of the Authority and the City and worker’s compensation insurance.

See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Facilities Sublease,” for additional information regarding the insurance requirements contained in the Facilities Sublease.

No Debt Service Reserve Fund

The Bonds are not secured by a debt service reserve fund.

Parity Bonds

The Bonds and the 2013 Bonds are, and any Additional Bonds will be, payable on a parity basis from Base Rental Payments under the Facilities Sublease. Payment of the principal, interest, and redemption premium, if any, with respect to the Bonds and the 2013 Bonds are, and any Additional Bonds will be, payable from the Revenues and secured by a pledge of and charge and lien upon the Revenues on a parity basis, as provided in the Trust Agreement. See also, “– Additional Bonds” below.

Additional Bonds

The Authority may at any time issue Additional Bonds payable from the Revenues and secured by a pledge of and charge and lien upon the Revenues as provided in the Trust Agreement equal to the pledge, charge, and lien securing the Outstanding Bonds and 2013 Bonds theretofore issued under the Trust Agreement, subject to, among other things, the following specific conditions:

1. The Authority shall be in compliance with all agreements and covenants contained in the Trust Agreement and no Event of Default shall have occurred and be continuing.
2. The Supplemental Trust Agreement shall require that the proceeds of the sale of such Additional Bonds shall be applied to finance or refinance Projects, or for the refunding or repayment of 2013 Bonds, Bonds, or Additional Bonds then Outstanding, including the payment of costs and expenses of, and incident to, the authorization and sale of such Additional Bonds.
3. The aggregate principal amount of 2013 Bonds, Bonds, and Additional Bonds issued and at any time Outstanding under the Trust Agreement shall not exceed any limit imposed by law, by the Trust Agreement or by any Supplemental Trust Agreement.
4. The Facilities Sublease shall have been amended, if necessary, so that the Base Rental Payments payable by the City thereunder in each fiscal year shall at least equal Debt Service, including Debt Service on the Additional Bonds, in each fiscal year, and if Base Rental Payments are being increased, a Certificate of the City shall be delivered to the Trustee certifying that the annual fair rental value (which may be based on, but not limited to, the construction or acquisition cost or replacement cost of such facility to the City) will be at least equal to 100% of the maximum amount of Base Rental Payments becoming due in the then current fiscal year or in any subsequent fiscal year.
5. If additional facilities, if any, are to be leased and are not situated on property described in the Facilities Lease and the Facilities Sublease, (A) the Facilities Lease shall have been amended so as to lease to the Authority such additional real property; and (B) the Facilities Sublease shall have been amended so as to lease to the City such additional real property.

The Bonds will be issued in accordance with the foregoing provisions.

See "APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Trust Agreement."

Addition, Substitution, or Release of Facilities

The City and the Authority may add, substitute, or release real property for all or part of, or may release part of, the Facilities for purposes of the Facilities Lease and the Facilities Sublease, but only after the City has filed with the Authority and the Trustee, with copies to each rating agency then providing a rating for the Bonds, all of the following:

1. Executed copies of the Facilities Lease and the Facilities Sublease and any amendments thereto containing the amended description of the Facilities, including the legal description of any real property component of the Facilities as modified, if necessary.
2. A Written Certificate of the City, certifying that the annual fair rental value (which may be based on, but not limited to, the construction or acquisition cost or replacement cost of such facility to the City) of the Facilities that will constitute the Facilities after such addition, substitution, or withdrawal

will be at least equal to 100% of the maximum amount of Base Rental Payments becoming due in the then current fiscal year or in any subsequent fiscal year. At the sole discretion of the City, in the alternative, in the event of a substitution only, the Written Certificate of the City will certify that the annual fair rental value of the new Facility is at least equal to that of the substituted Facility.

3. With respect to an addition or substitution of property, a leasehold owner's title insurance policy or policies or a commitment for such policy or policies or an amendment or endorsement to an existing title insurance policy or policies resulting in title insurance with respect to the Facilities after such addition or substitution in an amount at least equal to the aggregate principal amount of Bonds Outstanding; each such insurance instrument, when issued, shall name the Trustee as the insured, and shall insure the leasehold estate of the Authority in such property subject only to such exceptions as do not substantially interfere with the City's right to use and occupy such property and as will not result in an abatement of Base Rental Payments payable by the City under the Facilities Sublease.

4. A Written Certificate of the City stating that such addition, substitution or withdrawal, as applicable, does not adversely affect the City's use and occupancy of the Facilities.

5. With respect to the substitution of property, a Written Certificate of the City stating that the useful life of the property to be substituted is at least equal to the useful life of the property being released.

6. An opinion of bond counsel stating that any amendment executed in connection with such addition, substitution or withdrawal, as the case may be, (A) is authorized or permitted under the Facilities Sublease; (B) will, upon the execution and delivery thereof, be valid and binding upon the Authority and the City; and (C) will not cause the interest on the Bonds to be included in gross income for federal income tax purposes.

The Facilities or portion thereof for which other real property is substituted, pursuant to the Facilities Sublease, shall be released from the Facilities Lease and the Facilities Sublease, and shall no longer be encumbered thereby or by the Trust Agreement at such time as the City shall have caused said substitution.

Investment of Moneys

Amounts on deposit in any fund or account held pursuant to the Trust Agreement will be invested in Permitted Investments, subject to the conditions provided for in the Trust Agreement. All investment earnings on moneys on deposit in the Rebate Fund shall be retained therein and all investment earnings on moneys on deposit in any other fund or account held under the Trust Agreement will be transferred to the Revenue Fund, subject to the obligation of the City and/or the Authority to rebate certain amounts to the United States government as required under the Internal Revenue Code of 1986, as amended. See "APPENDIX A – Summary of Certain Provisions of Principal Legal Documents – Trust Agreement."

The Facilities

Lease payments will be made by the City under the Facilities Lease for the use and occupancy of the Facilities, which consist of the following:

City Hall



City Hall is comprised of an approximately 56,800 square foot building constructed in 1991, located on approximately 3.33 acres at 14177 Frederick Street in the City. City Hall includes all of the managerial departments of the City, the City Council chambers and the City Council Members' offices. For purposes of the Facilities Sublease, the City has ascribed a value to the City Hall of \$9,165,694. The City Hall building is a two-story tilt-up construction office building for public access including offices for City Council and City staff, plus general administration for the following departments: City Manager, City Clerk, Community Development, Planning, Economic Development, Finance, City Attorney, Parks and Recreation, Public Works, and Technical Services.

Public Safety Building/Emergency Operations Center



The City's Public Safety Building ("PSB") was constructed in 1999 and expanded in 2007, and is located at on approximately 3.31 acres at 22850 Calle San Juan De los Lagos in the City. The Emergency Operations Center ("EOC") was completed in 2012 and is located adjacent to the PSB. For purposes of the Facilities Sublease, the City has ascribed a combined value to the PSB and EOC of \$10,148,167. The PSB and EOC are single story tilt-up construction buildings comprised of approximately 45,900 square feet and 8,492 square feet, respectively. Each building was constructed to "critical facilities" standards. The PSB and EOC are the primary location for the City police services and City fire administration.

Morrison Park Fire Station No. 99



Morrison Park Fire Station No. 99 comprises 1.44 acres and includes a 10,348 square foot facility located at 13400 Morrison Street. The City has determined that the total cost of construction for this new facility, together with the value of the associated land parcel, is \$5,165,517. The Morrison Park Fire Station No. 99 is a two-bay fire station that houses one paramedic engine company and is home to the City's two Battalion Chiefs. Firefighters assigned to Morrison Park Fire Station No. 99 are expected to respond to an estimated 2,200 calls annually. Morrison Park Fire Station No. 99 was dedicated on October 24, 2012.

Sunnymead Park



Sunnymead Park comprises 16 acres located at 12655 Perris Boulevard. For purposes of the Facilities Sublease, the City has ascribed a value to Sunnymead Park of \$10,259,792. Sunnymead Park is the largest community park in the City and is located in a commercial center along a major thoroughfare. Sunnymead Park contains several amenities and improvements for the use and enjoyment of the City's

residents, including four lighted baseball diamonds, playground equipment, picnic shelters, and restroom facilities, as well as concession and maintenance buildings. Sunnymead Park was dedicated on February 21, 1988.

Woodland Park



Woodland Park comprises 9.11 acres located at 25705 Cactus Avenue. For purposes of the Facilities Sublease, the City ascribes a value to Woodland Park of \$3,043,663. Woodland Park is located in a residential section of the City that benefits from the use of the space and ancillary athletic facilities on the property. Woodland Park contains several amenities and improvements for the use and enjoyment of the City's residents, including four lighted tennis courts, four lighted basketball courts, one lighted baseball diamond, playground equipment, picnic shelters, and restroom facilities. The Woodland Park was dedicated on November 1, 1989.

John F. Kennedy Veterans Memorial Park



John F. Kennedy Veterans Memorial Park comprises 7.69 acres located at 15115 Indian Street in the City. For purposes of the Facilities Sublease, the City has ascribed a value to the John F. Kennedy Veterans Memorial Park of \$2,769,953. John F. Kennedy Veterans Memorial Park is located in a residential section of the City that benefits from the diverse amenities provided by the park. Among the improvements included in John F. Kennedy Veterans Memorial Park are four lighted tennis courts, one lighted baseball diamond, playground equipment, picnic shelters, and restroom facilities. John F. Kennedy Veterans Memorial Park was dedicated on November 11, 1985.

The City's Parks and Community Services Department operates five facilities located at the various parks throughout the City, including Sunnymead Park and the John F. Kennedy Veterans Memorial Park, including a conference center, a senior center, and two community centers, which facilities provide 79 youth programs, 88 Senior programs, and 31 adult programs, which serve an estimated 417,180 City youths and adults annually for baseball, softball, and soccer play. The Parks and Community Services Department also hosts activities for 38 school sites and assists the City's nonprofit

sports organizations in hosting regional and national sports tournaments, resulting in a positive economic impact to City businesses. The value that the City’s parks and recreation facilities bring to the local community has been repeatedly recognized. The Press-Enterprise newspaper previously rated the City “Number One in Riverside County for Family Recreation”. The City was the recipient of the 2005 California Parks and Recreation Society Award for “Facility Design and Park Planning” for the Moreno Valley Conference and Recreation Center and in 1997 the City earned the Southern California Municipal Athletic Federation’s “Gold Shield Award” for providing outstanding leadership. The City remains committed sustained community participation and use of facilities throughout the park system.

In connection with the issuance of the Bonds, the City will certify that the annual fair rental value of the Facilities is at least equal to the annual Lease Payments.

The table below describes certain attributes of the Facilities:

**Table 15
City of Moreno Valley
Description of Facilities**

Leased Asset	Description	Land Area	Building Size	Address	Asset Value
City Hall	City Hall includes all of the managerial departments of the City, the City Council chambers and the City Council Members' offices. The City Hall building is a two-story tilt-up construction office building for public access.	3.33 acres	56,800 square feet	14177 Frederick Street	\$9,165,694
Public Safety Building/ Emergency Operations Center	The PSB and the EOC were constructed to “critical facilities” standards and serve as the primary locations for the City police services and City fire administration.	3.31 acres	45,900 square feet for the PSB and 8,492 square feet for the EOC	22850 Calle San Juan De los Lagos	\$10,148,167
Morrison Park Fire Station No. 99	Fire station with two engine bays that houses one paramedic engine company and the City’s two Battalion Chiefs.	1.44 acres	10,348 square feet	13400 Morrison Street	\$5,165,517
Sunnymead Park	Community park located in a commercial center, improved with 4 lighted baseball diamonds, playground equipment, picnic shelters, restroom facilities, as well as concession and maintenance buildings.	16 acres	Limited (restroom, concessions, maintenance, and lighted athletic facilities)	12655 Perris Boulevard	\$10,259,792
Woodland Park	Community park located in a residential area, improved with four lighted tennis courts, four lighted basketball courts, one lighted baseball diamond, playground equipment, picnic shelters, and restroom facilities	9.11 acres	Limited (restrooms and lighted athletic facilities)	25705 Cactus Avenue	\$3,043,663
John F. Kennedy Veterans Memorial Park	Community park located in residential area, improved with four lighted tennis courts, one lighted baseball diamond, playground equipment, picnic shelters, and restroom facilities	7.69 acres	Limited (restroom and lighted athletic facilities)	15115 Indian Street	\$2,769,953
Total Value					\$40,552,786

Source: City.

RISK FACTORS

Investment in the Bonds involves risks that may not be appropriate for certain investors. The following is a discussion of certain risk factors that should be considered, in addition to other matters set forth herein, in evaluating the Bonds for investment. The information set forth below does not purport to be an exhaustive listing of the risks and other considerations that may be relevant to an investment in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

Bonds are Limited Obligations

The Bonds are limited obligations of the Authority payable solely from and secured solely by the Base Rental Payments and amounts held in certain funds and accounts established under the Trust Agreement. Neither the full faith and credit nor the taxing power of City, the County of Riverside (the “County”), the State, or any political subdivision of the State is pledged to the payment of the Bonds. The Authority has no taxing power. The obligation of the City to make Base Rental Payments under the Facilities Sublease does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. Neither the Bonds nor the obligation of the City to make Base Rental Payments constitutes an indebtedness of the Authority, the City, the County, the State, or any political subdivision of the State, within the meaning of any constitutional or statutory debt limitation or restriction.

Availability of Moneys for Base Rental Payments

Although the Facilities Sublease does not create a pledge, lien or encumbrance upon the funds of the City, the City is obligated under the Facilities Sublease to pay the Base Rental Payments and Additional Payments from any source of legally available funds and the City has covenanted in the Facilities Sublease that it will take such action as may be necessary to include all rental payments due under the Facilities Sublease in its annual budgets and to make necessary annual appropriations for all such rental payments. The City is currently liable and will become liable on other obligations payable from general fund revenues, some of which may have a priority over payments to be made under the Facilities Sublease.

The City has the capacity to enter into other obligations which may constitute additional charges against its revenues. To the extent that additional obligations are incurred by the City, the funds available to make Base Rental Payments may be decreased. In the event the City’s revenue sources are less than its total obligations, the City could choose to fund other activities before making Base Rental Payments and other payments due under the Facilities Sublease.

See also “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIII B of the California Constitution: Limits on Appropriations” and “APPENDIX C – City of Moreno Valley Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2013.”

No Debt Service Reserve Fund

The Bonds are not secured by a debt service reserve fund.

Limited Recourse on Default

If the City defaults on its obligations to make Base Rental Payments with respect to the Facilities, the Trustee has the right to re-enter and re-let the Facilities. In the event such re-letting occurs, the City would be liable for any deficiency in Base Rental Payments that results therefrom. Alternatively, the Trustee may terminate the Facilities Sublease with respect to the Facilities and proceed against the City to recover damages pursuant to the Facilities Sublease. See “RISK FACTORS – Abatement” below. See also “APPENDIX A – Summary of Certain Provisions of Principal Legal Documents – Facilities Lease.”

Due to the governmental purpose of the Facilities, the Facilities Lease, and the Facilities Sublease, it is uncertain whether a court would permit the exercise of the remedies of repossession and re-letting of the Facilities, and no assurance can be given that the Trustee would be able to re-let the Facilities so as to provide rental income sufficient to make principal and interest payments with respect to the Bonds in a timely manner. In addition, the Trustee is not empowered to sell the fee interest in the Facilities for the benefit of the Owners of the Bonds. Any suit for money damages would be subject to limitations on legal remedies against cities in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. Moreover, there can be no assurance that such re-letting, if successful, would not adversely affect the exclusion of any interest on the Bonds from federal or state income taxation.

Abatement

Base Rental Payments and Additional Payments are paid by the City in each rental period for and in consideration of the right to use and occupy the Facilities during each such period. Pursuant to the Facilities Sublease, during any period in which, by reason of material damage to, or destruction or condemnation of, the Facilities, or any defect in title to the Facilities, there is substantial interference with the City’s right to use and occupy any portion of the Facilities, rental payments due under the Facilities Sublease will be abated proportionately. Such abatement will continue for the period commencing on the date of such interference resulting from such damage, destruction, condemnation, or title defect, and ending, with respect to damage to or destruction of the Facilities, upon the substantial completion of the work of repair or replacement of the Facilities, or portion thereof, so damaged or destroyed.

In the event that such portion of the Facilities, if damaged or destroyed by an insured casualty, could not be replaced during the period of time in which proceeds of the City’s rental interruption insurance will be available in lieu of Base Rental Payments, plus the period for which funds are available from funds and accounts established under the Trust Agreement, or in the event that casualty insurance proceeds are insufficient to provide for complete repair or replacement of such portion of the Facilities or prepayment of the Bonds, there could be insufficient funds to make payments to Owners in full.

In the event of any such substantial interference, the Facilities Sublease continues in full force and effect, and the City waives any right to terminate the Facilities Sublease by virtue of such substantial interference. The Trustee cannot terminate the Facilities Sublease in the event of such substantial interference. Abatement of Base Rental Payments and Additional Payments is not an event of default under the Facilities Sublease and the Trustee is not permitted in such event to take any action or avail itself of any remedy against the City. See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Facilities Sublease – Rental Abatement.”

No Acceleration Upon Default

If the City defaults on its obligation to make Base Rental Payments, there is no available remedy of acceleration of the total Base Rental Payments due over the term of the Facilities Sublease. The City

will only be liable for Base Rental Payments on an annual basis, and the Trustee would be required to seek a separate judgment in each fiscal year for that fiscal year's rental payments.

Seismic Activity

The Facilities Sublease does not require the City to maintain earthquake insurance on the Facilities. The City area, however, along with much of the State, shares a history of seismic activity and is thus listed as a "Zone 4" earthquake area in the Uniform Building Code. A Zone 4 designation has the most restrictive design requirements for new construction. The City standards for development, to which the components of the Facilities were subject, have been designed to reduce the risk to the public and adequately mitigate seismic hazards.

The City lies primarily on bedrock known as the Perris Block, a large mass of granitic rock generally bounded by the San Jacinto Fault, the Elsinore Fault, the Santa Ana River, and a non-defined southeast boundary. The San Jacinto Fault is an active fault, and an Alquist-Priolo Special Fault Zone has been established for the San Jacinto Fault. Activity along the San Jacinto Fault or another proximate fault could potentially result in damage to the buildings, roads, bridges, and property within the City, including the Facilities.

Notwithstanding the development standards discussed above, which have been implemented to mitigate the potential damage from seismic activity in the area of the City, if a major earthquake were to occur within or near the City, the Facilities may suffer substantial damage or destruction, which could result in abatement of the Base Rental Payments and, in turn, a default in the payment of principal of and interest on the Bonds.

Flood Zone

The Facilities are located in a flood insurance rate zone designated by the Federal Emergency Management Agency ("FEMA") as "Zone X." According to FEMA, Zones B, C, and X refer to flood insurance rate zones that are not within the 100-year floodplain and are therefore not considered to pose a flood hazard. Consequently, no flood insurance has been or will be obtained by the City with respect to the Facilities. The term "100-year flood" refers to the flood elevation that has a one percent chance of being equaled or exceeded in any given year. A base flood may also be referred to as a "100-year storm" and the area inundated during the base flood is sometimes called the "100-year floodplain." The 100-year flood, which is the standard used by most federal and state agencies, is used by the National Flood Insurance Program as the standard for floodplain management and to determine the need for flood insurance.

Bankruptcy

In addition to the limitation on remedies contained in the Trust Agreement, the rights and remedies provided in the Trust Agreement and the Facilities Sublease may be limited by and are subject to the provisions of federal bankruptcy laws and to other laws or equitable principles that may affect the enforcement of creditors' rights. Under Chapter 9 of the Bankruptcy Code (Title 11, United States Code), which governs the bankruptcy proceedings for public agencies such as the City, there are no involuntary petitions in bankruptcy. Bankruptcy proceedings, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy proceedings or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

Loss of Tax Exemption

As discussed under the heading “TAX MATTERS,” interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the Facilities Sublease or of the Authority in violation of its covenants in the Trust Agreement. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Trust Agreement.

Limited Secondary Market

There can be no assurance that there will ever be a secondary market for purchase or sale of the Bonds, and from time to time there may be no market for them, depending upon prevailing market conditions and the financial condition or market position of firms who may comprise the secondary market. Although the City has covenanted to provide continuing secondary market disclosure in accordance with the provisions of and during the periods required by its Continuing Disclosure Certificate, including certain financial and operating information, there can be no assurance that such information will be available to Owners on a timely basis. (See “CONTINUING DISCLOSURE.”) The failure to provide the required annual disclosure information does not give rise to monetary damages, but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, secondary market prices for issues depend upon the then prevailing circumstances. Such prices could be substantially different from the original purchase price of the issue.

State Budget

Despite its recent gradual and broadening economic recovery, the State of California is still experiencing significant financial and budgetary stress due to national and statewide economic conditions and other factors over which the City has no control. The State’s financial condition and budget policies affect communities and local public agencies throughout California, including the City. To the extent that the State budget process results in reduced revenues to the City, the City will be required to make adjustments to its budget.

Information on Current State Budget. Certain information about the State budgeting process and the State Budget is available through several State of California sources. A convenient source of information is the State’s website, where recent official statements for State bonds are posted. *The references to internet websites shown below are shown for reference and convenience only; the information contained within the websites has not been reviewed by the City or the Authority and is not incorporated in this Official Statement by reference.*

The California State Treasurer’s Internet home page at www.treasurer.ca.gov, under the heading “Financial Information,” posts the State’s audited financial statements. In addition, the “Financial Information” section includes the State’s filings required by Rule 15c2-12(b)(5), as amended, adopted by the Securities and Exchange Commission in compliance with the Securities and Exchange of 1934 (the “Rule”) for State bond issues. The “Financial Information” section also includes the “Overview of the State Economy and Government, State Finances, State Indebtedness, Litigation” from the State’s most current Official Statement, which discusses the State budget and its impact on local governments.

The California Department of Finance’s Internet home page at www.dof.ca.gov, under the heading “California Budget,” includes the text of proposed and adopted State Budgets. The State Legislative Analyst’s Office the (“LAO”) prepares analyses of the proposed and adopted State budgets.

The analyses are accessible on the Legislative Analyst's Internet home page at www.lao.ca.gov under the heading "Products."

2014-15 State Budget. The California Legislature authorized the adoption of the budget for fiscal year 2014-15 (the "2014-15 State Budget") on June 20, 2014. The 2014-15 State Budget includes a multi-year plan that is balanced, establishes a rainy day fund, addresses the CalSTRS unfunded liabilities, and pays down a substantial portion of budgetary debt from past years. State General Fund revenues and transfers for fiscal year 2014-15 are projected at \$105.5 billion, an increase of \$3.3 billion (or 3.2%) compared with revised estimates for fiscal year 2013-14. General Fund expenditures for fiscal year 2014-15 are projected at \$108.0 billion, an increase of \$7.3 billion (or 7.2%) compared with revised estimates for fiscal year 2013-14. The projected excess of expenditures over revenues and transfers is due in part to the budgetary accounting treatment of the Budget Stabilization Account ("BSA") transfer, described in the next paragraph, and to the significant amount of expenditures to pay down "wall of debt" liabilities.

For the first time since the 2007-08 fiscal year, full funding of the BSA will occur during fiscal year 2014-15. Pursuant to Proposition 58 approved by voters in 2004 ("Proposition 58"), the State will set aside 3% of estimated General Fund revenues, estimated at approximately \$3.2 billion, in the BSA. Under Proposition 58, half of this amount will remain in the BSA, and half will be transferred to a redemption account to retire the Economic Recovery Bonds (one of the components of the "wall of debt"). Under the State's budgeting procedures (and included in the figures in the previous paragraph), the \$1.6 billion transferred to the BSA for "rainy day" purposes will be reflected as a reduction of revenues and transfers, while the \$1.6 billion used to retire the Economic Recovery Bonds will be reflected as an expenditure of General Fund resources.

The 2014-15 Budget has the following other major components:

- *Proposition 98 (K-14 Funding)* – proposes funding of \$60.9 billion for fiscal year 2014-15, of which \$44.5 billion is from the General Fund. When combined with General Fund increases of \$4.9 billion in fiscal years 2012-13 and 2013-14, the 2014-15 Budget includes a \$10.3 billion increase in the General Fund investment in K-14 education compared to the fiscal year 2013-14 budget. The Budget also repays \$5.1 billion in school budgetary deferrals in fiscal year 2014-15, and includes a "trigger" mechanism that will appropriate any additional Proposition 98 resources attributable to the 2013-14 and 2014-15 fiscal years for the purpose of retiring up to \$1 billion of the remaining deferral balance, if State revenues rise higher than anticipated in the 2014-15 Budget.
- *Higher Education* – proposes total State funding of \$13.0 billion for all major segments of Higher Education, including \$12.6 billion from the General Fund (both non-Proposition 98 and Proposition 98), an increase of \$1.2 billion General Fund from revised estimates for fiscal year 2013-14. The remaining funds include special and bond funds.
- *Health and Human Services* – proposes \$49.0 billion, including \$29.7 billion General Fund and \$19.4 billion from special funds, for these programs.
- *Implementation of the Affordable Care Act* – proposes \$14.5 billion, including \$477.7 million from the General Fund, to implement federal health care reform, which started in January 2014, and will provide coverage to millions of Californians.
- *Prison Funding* – includes total state funding of \$12.0 billion, including \$9.6 billion from the General Fund and \$2.4 billion from special funds, for the Department of Corrections and Rehabilitation and other related programs.

- *Redevelopment Agency Dissolution Savings* – includes Proposition 98 General Fund savings of \$1.1 billion in fiscal year 2013-14 and \$811 million in fiscal year 2014-15. This reflects the receipt of a like amount of property tax revenues in each fiscal year by K-12 schools and community colleges.
- *Payment of Interest on Unemployment Insurance Fund Debt* – includes \$218.5 million from the General Fund to make the 2014 interest payment on the outstanding loan from the federal unemployment account. Interest will continue to accrue and be payable annually until the principal on the loan is repaid. The principal amount of the federal loan is projected to be \$8.8 billion at the end of calendar year 2014 compared to \$9.7 billion at the end of 2013.
- *Cash Management* – Cash flow needs will be managed through internal and external borrowing. The 2014-15 Budget projects the need for \$2.8 billion in revenue anticipation notes, compared with \$5.5 billion in fiscal year 2013-14.
- *Reserve Policy* – the 2014-15 Budget includes a constitutional amendment to appear on the November 2014 ballot which would significantly amend the existing rainy day fund deposit requirements into the BSA established by Proposition 58.
- *“Trigger” Mechanism for Additional General Fund Expenditures* – includes provisions that would require, if state revenues rise higher than anticipated in the 2014-15 Budget, further reducing or eliminating the remaining \$1 billion in school deferrals and \$800 million in local government mandate claims. Additional provisions would have required \$200 million in deferred maintenance expenditures for state buildings, the University of California, and the California State University, if 2013-14 property taxes had been higher than anticipated (and therefore, would have offset state K-14 Proposition 98 costs). However, these property taxes have recently been certified at a level that is not higher than anticipated in the 2014-15 Budget. As a result, the additional \$200 million in deferred maintenance expenditures are not required. The property tax amount was certified at approximately \$73 million lower than anticipated and therefore requires an additional \$73 million from the General Fund to cover Proposition 98 costs. Final certification for 2013-14 property taxes will be made in February 2015.
- *Paying Down Debts and Liabilities* – the 2014-15 Budget reduces more than \$10 billion of debts, deferrals, and budgetary obligations accumulated over the prior decade comprising the “wall of debt” by paying down the deferral of payments to schools by \$5 billion, paying off the Economic Recovery Bonds, repaying various special fund loans and funding \$100 million in mandate claims that have been owed to local governments since 2004 or longer.
- *Shoring Up Teacher Pensions* – the 2014-15 Budget sets forth a plan of shared responsibility among the state, school districts and teachers to eliminate the current unfunded liability in CalSTRS (the pension system for public school teachers in the State) in approximately 30 years. Barring state action, CalSTRS was expected to run out of money in 33 years. The first year’s contributions from each of the state, school districts and teachers are modest, totaling about \$275 million (\$59.1 million General Fund). The contributions will increase in subsequent years, reaching more than \$5 billion annually in total funds (approximately \$900 million General Fund) when the rates are fully phased in for all parties by fiscal year 2020-21.

The execution of the 2014-15 State Budget may be affected by numerous factors, including but not limited to: (i) shifts of costs from the federal government to the State, (ii) national, State and

international economic conditions, (iii) litigation risk associated with spending reductions, including the elimination of redevelopment agencies, (iv) rising health care costs (v) large unfunded liabilities for retired State employee's pensions and healthcare, (vi) deferred maintenance of State's critical infrastructure and (vii) other factors, all or any of which could cause the revenue and spending projections made in 2014-15 State Budget to be unattainable. The City cannot predict the impact that the 2014-15 State Budget, or subsequent budgets, will have on its own finances and operations. Additionally, the City cannot predict the accuracy of any projections made in the State's 2014-15 State Budget.

The complete 2014-15 State Budget is available from the California Department of Finance website at www.dof.ca.gov. The City can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness, or timeliness of information posted there, and such information is not incorporated in this Official Statement by such reference. The information referred to above should not be relied upon in making an investment decision with respect to the Bonds.

Future State Budgets. The City cannot predict what actions will be taken in future years by the State Legislature and the Governor to address the State's current or future budget deficits. Future State budgets will be affected by national and state economic conditions and other factors over which the City has no control. To the extent that the State budget process results in reduced revenues to the City, the City will be required to make adjustments to its budget. Decrease in such revenues may have an adverse impact on the City's ability to pay Base Rental Payments.

Economic, Political, Social, and Environmental Conditions

Prospective investors are encouraged to evaluate current and prospective economic, political, social, and environmental conditions as part of an informed investment decision. Changes in economic, political, social, or environmental conditions on a local, state, federal, or international level may adversely affect investment risk generally. Such conditional changes may include (but are not limited to) the reduction or elimination of previously available State or federal revenues, fluctuations in business production, consumer prices, or financial markets, unemployment rates, technological advancements, shortages or surpluses in natural resources or energy supplies, changes in law, social unrest, fluctuations in the crime rate, political conflict, acts of war or terrorism, environmental damage and natural disasters.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

Article XIII A of the California Constitution

Section 1(a) of Article XIII A of the California Constitution ("Article XIII A") limits the maximum *ad valorem* tax on real property to one percent (1%) of full cash value (as defined in Section 2 of Article XIII A), to be collected by each county and apportioned among the county and other public agencies and funds according to law. Section 1(b) of Article XIII A provides that the 1% limitation does not apply to *ad valorem* taxes to pay interest or redemption charges on (a) indebtedness approved by the voters prior to July 1, 1978, (b) any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition, or (c) bonded indebtedness incurred by a school district or a community college district for the construction, reconstruction, rehabilitation, or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. Section 2 of Article XIII A defines "full cash value" to mean "the County Assessor's valuation of real property as shown on the 1975/76 tax bill under full cash value or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." The full cash value may be adjusted

annually to reflect inflation at a rate not to exceed 2% per year or to reflect a reduction in the consumer price index or comparable data for the area under the taxing jurisdiction, or reduced in the event of declining property values caused by substantial damage, destruction, or other factors.

Legislation enacted by the State Legislature to implement Article XIII A provides that notwithstanding any other law, local agencies may not levy any *ad valorem* property tax that exceeds the 1% limitation imposed by Article XIII A except to pay debt service on indebtedness approved by the voters as described above. In addition, legislation enacted by the State Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. Prior to fiscal year 1981-82, assessed valuations were reported at 25% of the full value of the property. In conformity with this procedure, all taxable property value included in this Official Statement (except as noted) is shown at 100% of assessed value and all general tax rates reflect the \$1 per \$100 of taxable value. Tax rates for voter-approved bonded indebtedness and pension liability are also applied to 100% of assessed value.

In the June 1990 election, the voters of the State approved amendments to Article XIII A permitting the State Legislature to extend the replacement dwelling provisions applicable to persons over 55 to severely disabled homeowners for a replacement dwelling purchased or newly constructed on or after June 5, 1990, and to exclude from the definition of “new construction” triggering reassessment improvements to certain dwellings for the purpose of making the dwelling more accessible to severely disabled persons. In the November 1990 election, the voters of the State approved an amendment of Article XIII A to permit the State Legislature to exclude from the definition of “new construction” seismic retrofitting improvements or improvements utilizing earthquake hazard mitigation technologies constructed or installed in existing buildings after November 6, 1990. Since 1990, the voters have approved several other minor exemptions from the reassessment provisions of Article XIII A.

Future assessed valuation growth allowed under Article XIII A (new construction, change of ownership, 2% annual value growth) will be allocated among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the growth of revenue from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation the following year. Article XIII A effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

Article XIII B of the California Constitution

On November 6, 1979, California voters approved Proposition 4, the so-called Gann Initiative, which added Article XIII B to the California Constitution (“Article XIII B”). Article XIII B of the California Constitution limits the annual appropriations of the State and of any city, county, school district, authority, or other political subdivision of the State to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population and cost of services rendered by the governmental entity. The “base year” for establishing such appropriation limit is fiscal year 1978-79. Increases in appropriations by a governmental entity are also permitted (i) if financial responsibility for providing services is transferred to the governmental entity or (ii) for emergencies so long as the appropriations limits for the three years following the emergency are reduced to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations of an entity of local government subject to Article XIII B include generally any authorization to expend during the fiscal year the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds. Appropriations subject to limitation

pursuant to Article XIII B do not include debt service on indebtedness existing or legally authorized as of January 1, 1979, on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to any entity of government from (i) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (ii) the investment of tax revenues, and (iii) certain State subventions received by local governments. Article XIII B includes a requirement that if an entity's revenues in any year exceed the amount permitted to be spent, the excess must be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

Proposition 111

In June 1990, the voters of the State approved Proposition 111 ("Proposition 111"), which amended the method of calculating State and local appropriations limits. As amended in June 1990, the appropriations limit for an entity of local government in each year is based on the limit for the prior year, adjusted annually for changes in the costs of living and changes in population, and adjusted, where applicable, for transfer of financial responsibility of providing services to or from another unit of government. The "change in the cost of living," with respect to an entity of local government other than a school district or a community college district is, at such entity of local government's option, either (A) the change in the California per capita personal income ("CPCPI") from the preceding year, or (B) the change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction, as selected annually by such entity of local government by a recorded vote of such entity's governing body. Previously, the lower of the CPCPI or the United States Consumer Price Index was used. The "change in population" for a local agency for a calendar year for each city and county, means the change in population between January 1 of the next calendar year and January 1 of the calendar year in question, as estimated by the State Department of Finance pursuant to Section 2227 of the California Revenue and Taxation Code, for either (A) within its own jurisdiction, or (B) for a city only, within the county in which the city is located. Previously, a city only could use the change of population within its own jurisdiction. Each city shall select its change in population annually by a recorded vote of the governing body of the City.

As amended by Proposition 111, the appropriations limit is tested over consecutive two-year periods. Any excess of the aggregate "proceeds of taxes" received by the City over such two-year period above the combined appropriations limits for those two years is to be returned to taxpayers by reductions in tax rates or fee schedules over the subsequent two years.

Proposition 111 also recomputed the appropriations limit for the fiscal year by adjusting the fiscal year 1986-87 limit by the CPCPI for the three subsequent years. Proposition 111 also excluded appropriation for "all qualified capital outlay Expansion Projects, as defined by the Legislature" from the definition of "appropriations subject to limitation."

Article XIII B allows voters to approve a temporary waiver of a government's Article XIII B limit. Such a waiver is often referred to as a "Gann limit waiver." The length of any such waiver is limited to four years. The Gann limit waiver does not provide any additional revenues to the City or allow the City to finance additional services.

Base Rental Payments are subject to the Article XIII B appropriations limitations. According to the City's resolution establishing appropriation limits for fiscal year 2010-11, the City calculated its appropriations limit at \$84,193,306. For fiscal year 2011-12, the City calculated its appropriations limit at

\$89,463,807. For fiscal year 2012-13, the City calculated its appropriations limit at \$93,463,807. For fiscal year 2013-14, the City has estimated its appropriation limit to be \$99,825,081. The City's appropriations have never exceeded the limitation on appropriations under Article XIIB of the California Constitution. The impact of the appropriations limit on the City's financial needs in the future is unknown.

Articles XIIC and XIID of the California Constitution

On November 5, 1996, the voters of the State approved Proposition 218 ("Proposition 218"), known as the "Right to Vote on Taxes Act." Proposition 218 added Article XIIC ("Article XIIC") and Article XIID ("Article XIID") to the California Constitution, which contain a number of provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges. The interpretation and application of certain provisions of Proposition 218 will ultimately be determined by the courts with respect to some of the matters discussed below. It is not possible at this time to predict with certainty the future impact of such interpretations. The provisions of Proposition 218, as so interpreted and applied, may affect the City's ability to meet certain obligations.

Article XIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes, even if deposited in a general fund such as the City's General Fund, require a two-thirds vote. Article XIIC further provides that any general purpose tax imposed, extended, or increased, without voter approval, after December 31, 1994, may continue to be imposed only if approved by a majority vote in an election which must be held within two years of November 5, 1996. The City has not so imposed, extended or increased any such taxes which are currently in effect.

Article XIIC also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees and charges, regardless of the date such taxes, assessments, fees and charges were imposed. Article XIIC expands the initiative power to include reducing or repealing assessments, fees and charges, which had previously been considered administrative rather than legislative matters and therefore beyond the initiative power. This extension of the initiative power is not limited by the terms of Article XIIC to fees imposed after November 6, 1996, and absent other legal authority could result in the retroactive reduction in any existing taxes, assessments, or fees and charges. No assurance can be given that the voters of the City will not, in the future, approve initiatives which reduce or repeal, or prohibit the future imposition or increase of, local taxes, assessments, fees or charges currently comprising a substantial part of the City's General Fund. "Assessments," "fees" and "charges" are not defined in Article XIIC, and it is unclear whether these terms are intended to have the same meanings for purposes of Article XIIC as for Article XIID described below. If not, the scope of the initiative power under Article XIIC potentially could include any General Fund local tax, assessment, or fee not received from or imposed by the federal or State government or derived from investment income.

The City does not levy any property related "fees" or "charges" that it considers subject to challenge under Article XIIC.

The voter approval requirements of Proposition 218 reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase such taxes in the future to meet increased expenditure needs.

Article XIID also added several new provisions relating to how local agencies may levy and maintain "assessments" for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that the assessment must confer a "special benefit," as

defined in Article XIID, over and above any general benefits conferred, and (iii) a majority protest procedure which involves the mailing of a notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party. "Assessment" in Article XIID is defined to mean any levy or charge upon real property for a special benefit conferred upon the real property and applies to landscape and maintenance assessments for open space areas, street medians, street lights and parks. The City has followed all of the requirements of Article XIID in connection with the formation of all of its existing landscape and lighting districts through which it has financed open space areas, street medians, street lights and parks, and intends to continue such compliance.

In addition, Article XIID added several provisions affecting "fees" and "charges," defined for purposes of Article XIID to mean "any levy other than an *ad valorem* tax, a special tax, or an assessment, imposed by a [local government] upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service." All new and existing property related fees and charges must conform to requirements prohibiting, among other things, fees and charges which (i) generate revenues exceeding the funds required to provide the property related service, (ii) are used for any purpose other than those for which the fees and charges are imposed, (iii) are for a service not actually used by, or immediately available to, the owner of the property in question, or (iv) are used for general governmental services, including police, fire, ambulance, or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. Depending on the interpretation of what constitutes a "property related fee" under Article XIID, there could be future restrictions on the ability of the City's General Fund to charge its enterprise funds for various services provided. Further, before any property related fee or charge may be imposed or increased, written notice must be given to the record owner of each parcel of land affected by such fee or charge. The City must then hold a hearing upon the proposed imposition or increase, and if written protests against the proposal are presented by a majority of the owners of the identified parcels, the City may not impose or increase the fee or charge. Moreover, except for fees or charges for wastewater, water and refuse collection services, or fees for electrical and gas service, which are not treated as "property related" for purposes of Article XIID, no property related fee or charge may be imposed or increased without majority approval by the property owners subject to the fee or charge or, at the option of the local agency, two-thirds voter approval by the electorate residing in the affected area.

Proposition 62

On November 4, 1986, voters of the State adopted a statutory initiative called Proposition 62 ("Proposition 62"), which (a) requires that any tax for general governmental purposes imposed by local governmental entities be approved by resolution or ordinance adopted by two-thirds vote of the governmental agency's legislative body and by a majority of the electorate of the governmental entity, (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local governmental entity be approved by a two-thirds vote of the voters within the jurisdiction, (c) restricts the use of revenues from a special tax to the purposes or for the service for which the special tax is imposed, (d) prohibits the imposition of *ad valorem* taxes on real property by local governmental entities except as permitted by Article XIII A, (e) prohibits the imposition of transaction taxes and sales taxes on the sale of real property by local governmental entities, and (f) requires that any tax imposed by a local governmental entity on or after August 1, 1985 be ratified by a majority vote of the electorate within two years of the adoption of the initiative or be terminated by November 15, 1988. The requirements imposed by Proposition 62 were generally upheld by the California Supreme Court in Santa Clara County Local Transportation Authority v. Guardino, 11 Cal.4th 220; 45 Cal .Rptr.2d 207 (1995).

Proposition 62 applies to the imposition of any taxes or the effecting of any tax increases after its enactment in 1986, but the requirements of Proposition 62 are subsumed by the requirements of

Proposition 218 for the imposition of any taxes or the effecting of any tax increases after November 5, 1996. See “ – Articles XIII C and XIII D of the California Constitution” above.

The City has not imposed any taxes or effected any tax increases after the enactment of Proposition 62 in 1986 and prior to the effective date of Proposition 218 on November 5, 1996, other than special taxes that were approved by a vote of two-thirds of the applicable electorate.

Proposition 1A

The California Constitution and existing statutes give the State Legislature authority over property taxes, sales taxes, and the vehicle license fee (the “VLF”). The State Legislature has authority to change tax rates, the items subject to taxation, and the distribution of tax revenues among local governments, schools, and community college districts. The State has used this authority for many purposes, including increasing funding for local services, reducing State costs, reducing taxation, addressing concerns regarding funding for particular local governments, and restructuring local finance.

The California Constitution generally requires the State to reimburse the local governments when the State mandates a new local program or higher level of service. Due to the ongoing financial difficulties of the State in recent years, it has not provided reimbursements for many mandated costs. In other cases, the State has suspended mandates, eliminating both responsibility of the local governments for complying with the mandate and the need for State reimbursements.

On November 3, 2004, the voters of the State approved Proposition 1A (“Proposition 1A”), which amended the California Constitution to, among other things, reduce the State Legislature’s authority over local government revenue sources by placing restrictions on the State’s access to local government’s property, sales and VLF revenues. Proposition 1A generally prohibits the shift of property tax revenues from cities, counties and special districts, except to address a “severe state financial hardship,” which must be approved by a two-thirds vote of both houses of the Legislature, and only then if, among other things, such amounts were agreed to be repaid with interest within three years. The measure also (a) protects the property tax backfill of sales tax revenues diverted to pay the State’s economic recovery bonds, and the reinstatement of the sales tax revenues once such bonds are repaid, and (b) protects local agency VLF revenue (or a comparable amount of backfill payments from the State).

If the State reduces the VLF rate below its current level of 0.65 percent of the vehicle value, Proposition 1A requires the State to provide local governments with equal replacement revenues. Proposition 1A provides two significant exceptions to the above restrictions regarding sales and property taxes. First, the State may shift to schools and community colleges up to 8 percent of local government property tax revenues if the Governor proclaims that the shift is needed due to a severe State financial hardship, the legislature approves the shift with a two-thirds vote of both houses and certain other conditions are met. The State must repay local governments for the diversion of their property tax revenues, with interest, within three years. Second, Proposition 1A allows the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county.

Proposition 1A amends the California Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. If the State does not provide funding for the activity that has been determined to be mandated, the requirement on cities, counties or special districts to abide by the mandate would be suspended. In addition, Proposition 1A expands the definition of what constitutes a mandate to encompass State action that transfers to cities, counties and special districts financial responsibility for a required program for which the State previously had complete or partial financial responsibility. This

provision does not apply to mandates relating to schools or community colleges, or to those mandates relating to employee rights.

Proposition 1A restricts the State’s authority to reallocate local tax revenues to address concerns regarding funding for specific local governments or to restructure local government finance. For example the State could not enact measures that changed how local sales tax revenues are allocated to cities and counties. In addition, measures that reallocated property taxes among local governments in a county would require approval by two-thirds of the members of each house of the legislature (rather than a majority vote). As a result, Proposition 1A could result in fewer changes to local government revenues than otherwise would have been the case.

Proposition 22

In November 2010, California voters adopted Proposition 22 (“Proposition 22”), which prohibits the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services and prohibits fuel tax revenues from being loaned for cash–flow or budget balancing purposes to the State General Fund or any other State fund. The City is unable to predict how Proposition 22 will be interpreted, or to what extent the measure will affect the revenues in the general fund of local agencies, although it could eventually provide greater stability in local agency revenues.

Proposition 26

On November 2, 2010, the voters of the State approved Proposition 26 (“Proposition 26”), which revises certain provisions of Articles XIII A and XIII C of the California Constitution. Proposition 26 re-categorizes many State and local fees as taxes, requires local governments to obtain two–thirds voter approval for taxes levied by local governments, and requires the State to obtain the approval of two–thirds of both houses of the State Legislature to approve State laws that increase taxes. Furthermore, pursuant to Proposition 26, any increase in a fee beyond the amount needed to provide the specific service or benefit is deemed to be a tax and the approval thereof will require a two-thirds vote. In addition, for State-imposed charges, any tax or fee adopted after January 1, 2010, with a majority vote which would have required a two-thirds vote if Proposition 26 were effective at the time of such adoption is repealed as of November 2011 absent the re-adoption by the requisite two-thirds vote.

Proposition 26 amends Article XIII C of the State Constitution to state that a “tax” means a levy, charge or exaction of any kind imposed by a local government, except: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government as a result of a violation of law, including late payment fees, fees imposed under administrative citation ordinances, parking violations, etc.; (6) a charge imposed as a condition of property development; or (7) assessments and property related fees imposed in accordance with the provisions of Article XIII D. Fees, charges and payments that are made pursuant to a voluntary contract that are not “imposed by a local government” are not considered taxes and are not covered by Proposition 26.

Proposition 26 applies to any levy, charge or exaction imposed, increased, or extended by local government on or after November 3, 2010. Accordingly, fees adopted prior to that date are not subject to the measure until they are increased or extended or if it is determined that an exemption applies.

If the local government specifies how the funds from a proposed local tax are to be used, the approval will be subject to a two-thirds voter requirement. If the local government does not specify how the funds from a proposed local tax are to be used, the approval will be subject to a 50% voter requirement. Proposed local government fees that are not subject to Proposition 26 are subject to the approval of a majority of the governing body. In general, proposed property charges will be subject to a majority vote of approval by the governing body although certain proposed property charges will also require approval by a majority of property owners.

Future Initiatives

The laws and Constitutional provisions described above were each adopted as measures that qualified for the ballot pursuant to California's constitutional initiative process. From time to time other initiative measures could be adopted, affecting the ability of the City to increase revenues and to increase appropriations.

THE AUTHORITY

The Authority is a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California pursuant to a Joint Exercise of Powers Agreement, dated as of October 28, 1997, by and between the City and the former Community Redevelopment Agency of the City of Moreno Valley. The Authority was created to assist the City in the financing and refinancing of public capital improvements.

The Authority is governed by a five-member Governing Board. There is currently one vacancy on the Board. The current members of the Board, who are also the members of the City Council, are listed below:

<u>Name</u>	<u>Office</u>
Jesse L. Molina	Chair
Victoria Baca	Vice Chair
Richard A. Stewart	Boardmember
George E. Price	Boardmember

The Authority is also served by the officers listed below who, in the case of the Chief Financial Officer and the General Counsel, serve in these capacities by virtue of their duties as Chief Financial Officer and City Attorney, respectively or, in the case of the Authority Secretary, is appointed by the Board and serves at the pleasure of the Board. The officers of the Authority are listed below:

<u>Name</u>	<u>Title</u>
Michelle Dawson	Executive Director
Richard Teichert	Treasurer
Suzanne Bryant	General Counsel
Jane Halstead	Secretary

Neither the Authority nor its board members have any obligations or liability to the Owners of the Bonds with respect to the payment of Base Rental Payments by the City under the Facilities Sublease, or with respect to the performance of the City of other covenants made by it in the Facilities Sublease.

THE CITY

General

The City has a population of over 199,000 and covers approximately 51.5 square miles in the western portion of the County and is located approximately 66 miles east of the City of Los Angeles and approximately 100 miles north of the City of San Diego. The City is situated at the intersection of two heavily-traveled highways, State Route 60 and Interstate 215.

The City was incorporated on December 3, 1984, as a general law city. The City is the second largest city in the County by population. For additional information concerning the City, see below and “APPENDIX B – General Information Concerning the City of Moreno Valley.”

Government

The City operates under a council/manager form of government. The City Council is comprised of five members from five council districts, each serving four-year, overlapping terms. The Mayor is the presiding officer of the City Council and is selected by the members of the City Council. The City Council appoints a City Manager, City Clerk, City Attorney, City Treasurer, and the members of all of the City’s advisory boards and commissions. The City Manager serves as the chief administrative officer of the City.

There is currently one vacancy on the City Council. The current members of the City Council are listed below:

<u>Name</u>	<u>Office</u>
Jesse L. Molina	Mayor
Victoria Baca	Mayor Pro Tem
Richard A. Stewart	Councilmember
George E. Price	Councilmember

The current City officials and their respective titles are listed below:

<u>Name</u>	<u>Title</u>
Michelle Dawson	City Manager
Richard Teichert	Chief Financial Officer
Brooke McKinney	Treasury Operations Division Manager
Suzanne Bryant	City Attorney

Professional Biographies of Selected City Staff

Michelle Dawson is the City Manager of the City and was appointed to that position in May 2013. Ms. Dawson is responsible for the administration of all municipal affairs, including implementation of City Council policy, State laws, and city ordinances. Ms. Dawson has over 23 years of local government experience. She has worked at the City for over 14 years in a variety of leadership positions, including Assistant City Manager, Assistant to the City Manager, and Senior Management Analyst in the public works department, animal services division, and City Manager’s office. She obtained her master’s degree in Public Administration and bachelor’s degree from California State University, San Bernardino.

Richard Teichert is the Chief Financial Officer of the City and was appointed to that position in August 2010. Mr. Teichert previously served as Director of Finance/City Treasurer for the City between 1992 and 1997. Mr. Teichert has over 30 years of experience in municipal government and has held a wide variety of leadership positions in the area of municipal finance, operations, and administration.

During his professional tenure, Mr. Teichert has served as Deputy Executive Director/Treasurer for the Sacramento Public Library Authority, which is a joint powers authority that oversees a 27-branch library system. He has also served as Chief Operations Officer for the Children and Families Commission of Orange County and served for over eight years as Deputy Director of Finance/Operations Director for the Orange County Transportation Authority. He holds a bachelor's degree in business administration and accounting from California State University, Fullerton, and is a Certified Internal Auditor.

Brooke McKinney is the Treasury Operations Division Manager of the City and was appointed to that position in April 2002. Mr. McKinney has over 28 years of experience in municipal government and has held a variety of management positions in finance and administration of city and county government. Mr. McKinney has worked in a variety of management positions in the City's finance department over the past 12 years, including revenue officer, assistant treasurer, and treasury operations manager. Prior to his tenure at the City, Mr. McKinney worked for over 17 years as the Hospital Fiscal Officer at the Riverside County Regional Medical Center. He holds a bachelor's degree in business administration from The Master's College, in Santa Clarita, California.

Suzanne Bryant is the City Attorney of the City and was appointed to that position in July 2013. Ms. Bryant has over 13 years of experience in municipal law and has served as legal counsel for a variety of public entities. She holds a bachelor's degree from St. Mary's College and received her law degree from the University of California, Hastings College of Law.

Municipal Services

The City provides or contracts for many municipal services for its residents, including libraries, parks, recreation, street and storm drain maintenance, and electric utility services. The City contracts with the Riverside County Sheriff's Department (the "Sheriff's Department") for police services. The City contracts with the County for fire protection services, which services are provided by the California Department of Forestry and Fire Protection ("CalFire"). The City's contract with the Sheriff's Department expired on June 30, 2013, and the Sheriff's Department currently is providing police services to the City on a month-to-month basis. City staff is negotiating a new five-year contract with the Sheriff's Department. The current three-year contract between the City and CalFire for fire protection services commenced on July 1, 2013, and expires on June 30, 2016.

Major Employers

The largest employer located in the City is the March Air Reserve Base, which currently employs approximately 8,600 employees, representing approximately 26% of the total City employment. March Air Reserve Base is the home to the Air Force Reserve Command's 4th Air Force Headquarters and the 452nd Air Mobility Wing, the largest air mobility wing of the 4th Air Force. In addition to multiple units of the Air Force Reserve Command, the base supports the Air Mobility Command, Air Combat Command, and Pacific Air Forces, and is home to units from the Army Reserve, Navy Reserve, Marine Corps Reserve, and the California Air National Guard.

Other large employers in the City include the Moreno Valley Unified School District, which employs approximately 3,366 employees, and the Riverside County Regional Medical Center, which employs approximately 2,600. Based on its close proximity to the Counties of Los Angeles, Orange, and San Diego, the City serves as a regional logistics and major distribution hub for many large manufacturers and retail companies, including Skechers USA, Inc., Walgreen Company, Ross Dress for Less, Inc., and Harbor Freight Tools. Several large companies are in the process of constructing distribution sites and fulfillment centers within the City limits, including e-retailer Amazon (NASDAQ symbol: AMZN), Deckers Outdoor Corporation (NASDAQ symbol: DECK), which designs, manufactures and markets

Teva, UGG Australia, and other footwear brands, and Aldi, Inc., which is a European discount grocery retailer chain that has over 8,000 stores worldwide (including over 1,000 stores in the United States). These sites are all well into the construction phase or, as in the case of Amazon, have been recently completed and have commenced operations.

City Budgetary Process

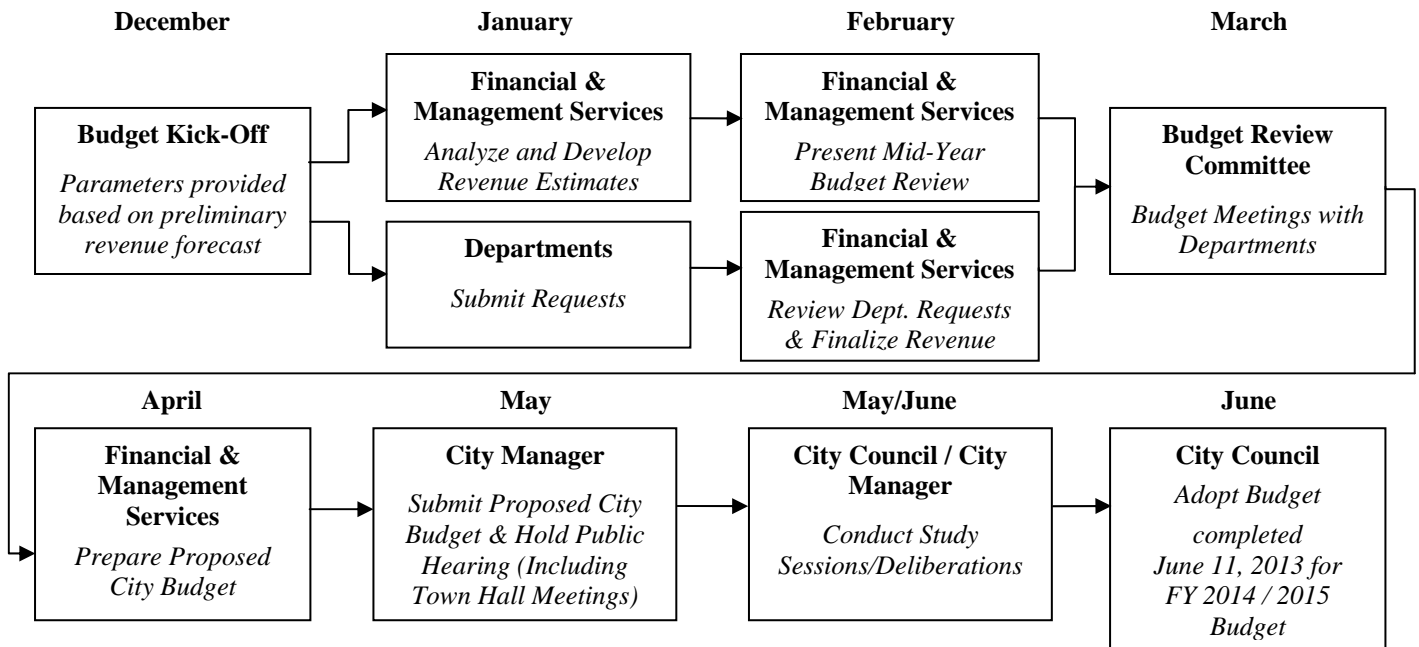
The City currently uses a two-year budget cycle. At such time as the City Manager determines, each department head must furnish to the City Manager an estimate of revenues and expenditures for the department for the ensuing two fiscal years, detailed in such manner as may be prescribed by the City Manager. In preparing the proposed budget, the City Manager reviews the estimates, holds conferences regarding the estimates with the respective department heads, and revises the estimates as the City Manager deems advisable. Prior to June 30 of the applicable fiscal year, the City Manager submits to the City Council a proposed budget for the fiscal year commencing the following July 1. The budget includes proposed expenditures and the means of financing them. Prior to June 30 of the applicable fiscal year, public hearings are conducted to obtain public comments and the budget is legally enacted through the passage of a resolution. The current two-year budget for fiscal years 2013-14 and 2014-15 was approved by the City Council on June 11, 2013.

From the effective date of the budget, the amounts stated as proposed expenditures become appropriated to the several departments, offices and agencies for the objects and purposes named, provided that the City Manager is authorized to transfer budgeted amounts between line items within a department or activity, and between departments and programs within the same fund. All other transfers or amendments require City Council approval. The City Manager and affected department heads are mutually responsible for controlling expenditures within budgeted appropriations. All appropriations lapse at the end of the fiscal year to the extent that they have not been expended or lawfully encumbered. At a public meeting after the adoption of the budget the City Council may amend or supplement the budget by motion adopted by three votes of the City Council. Following the end of the first fiscal year of the two-year budget cycle, the City Manager proposes interim changes, if any, to the City Council in July of such fiscal year.

The City conducts its financial annual audit between August and November each year, and such audit is typically approved by the City Council by December of such year. In recognition of its financial reporting excellence, the Government Finance Officers Association of the United States and Canada (GFOA) has awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for 15 consecutive years.

A summary of the actions taken during the year-long budgetary process are described in the following chart:

CITY BUDGET PROCESS



Source: City.

The Prior Deficit Elimination Plan and the 2014/2015 Budget

Creation of the Deficit Elimination Plan. In March 2011, the City Council adopted a Deficit Elimination Plan (the “DEP”), which outlined a three-year comprehensive approach (fiscal year 2011-12 through fiscal year 2013-14) to resolve the City’s approximately \$14 million structural budget deficit. Pursuant to the DEP, the City intended to balance its general fund budget by fiscal year 2013-14 by implementing significant expenditure reductions and strategically applying reserves, while still maintaining acceptable levels of critical services.

Implementation of DEP During Fiscal Year 2013-14. During the three-year period covered by the DEP, the City permanently eliminated 32 non-public safety employment positions and transferred 47 recreation and community services employment positions to organizations outside the City government. The City also implemented approximately \$5 million of public safety budget reductions, defunded 9.5 fire safety employment positions, and continued a furlough and hours redemption program. Following the adoption of the DEP, the City’s efforts to balance its budget were hindered by several economic factors, including a slower-than-expected recovery from the Great Recession of 2008, increases in public safety and pension costs, and unexpected funding demands for deferred maintenance. By implementing the final stages of the DEP, and by further reducing certain public safety expenditures, the City recently adopted a balanced budget for fiscal years 2013-14 and 2014-15 (the “FY 2013-14/2014-15 Budget”). See “Current City Budget” below.

FY 2013-14/2014-15 Budget. Reductions in general fund expenditures incorporated into the 2014/15 Budget in addition to those proposed in the DEP included, among other things, (i) the

elimination of 30 sworn police positions, which represents an annual savings of approximately \$6 million in fiscal year 2013-14 and approximately \$7.3 million in fiscal year 2014-15, (ii) the elimination of eight fire safety positions and the defunding of one fire truck, which represents an annual savings of approximately \$1.9 million in fiscal year 2013-14 and approximately \$1.4 million in fiscal year 2014-15, and (iii) the elimination of 14 full time, non-safety employment positions, which represents an annual savings of approximately \$1.3 million in fiscal year 2013-14 and approximately \$1 million in fiscal year 2014-15. According to City staff, the FY 2013-14/2014-15 Budget represents the first time that the City has adopted a balanced budget in the past seven years.

FY 2015-16/2016-17 Budget. The City will begin the compilation and preparation process for the next two-year budget cycle, which will cover fiscal years 2015-16 and 2016-17, in January 2015.

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Current City Budget

The following table sets forth the General Fund revenue and expenditure budgetary projections for fiscal year 2014-15, as set forth in the City's FY 2013-14/2014-15 Budget, as amended. Pursuant to the most recent quarterly budget estimates, the City expects to meet its budgetary goals for fiscal year 2014-15.

Table 3
City of Moreno Valley
General Fund Revenue and Expenditure Budgetary Projections
Fiscal Year 2014-15

	Fiscal Year 2014-15 <u>Amended Budget</u>
REVENUES	
Property taxes	\$10,128,900
Property taxes in-lieu	14,265,000
Sales taxes	16,420,000
Utility user's taxes	16,428,000
Other taxes	8,266,100
Licenses and permits	1,519,200
Intergovernmental	235,000
Charges for services	9,584,170
Use of money and property	2,589,600
Fines and forfeitures	646,500
Miscellaneous	<u>505,189</u>
Total Revenues:	\$80,587,659
EXPENDITURES	
City Council	\$668,537
City Manager	1,863,226
City Clerk	602,475
City Attorney	619,963
Economic Development	0
Financial and Administrative Services	7,260,990
Human Resources	0
Non-Departmental	3,441,673
Police	38,500,177
Fire	18,130,828
Community Development	5,753,344
Public Works	<u>490,957</u>
Total Expenditures	\$81,332,170
Excess (deficiency) of Revenues Over (Under) Expenditures	(\$744,511)

Source: City of Moreno Valley Operating Budget for Fiscal Year 2014-15, as amended.

City's General Fund Reserve Policy and GASB 54

The City's current reserve policy requires the City to maintain unassigned general fund moneys in excess of 12% of operating expenditures for the applicable fiscal year. In fiscal year 2013-14, the City's unassigned general fund moneys totaled \$27,536,445, which amount represented approximately 37.6% of operating expenditures for such fiscal year. The amount of the City's unassigned general fund moneys increased from \$17,500,579 in fiscal year 2009-10 to \$36,634,651 in fiscal year 2010-11, due to the implementation by the City of Statement No. 54 of the Government Accounting Standards Board, entitled "Fund Balance Reporting and Government Fund Type Definitions" ("GASB 54"). Under GASB 54, cities are required to recognize fund balance classifications based on the extent to which the use of such funds is constrained, classifying such use as restricted, committed, assigned, or unassigned.

General Fund Revenues and Expenditures

The City's budget for its General Fund includes programs and services that are provided on a largely City-wide basis. The programs and services are financed primarily by the City's share of property taxes, sales taxes, local taxes, revenues from the State, and charges for services provided by the City. The following table compares the City's General Fund budgeted revenues and expenditures with actual General Fund revenues and expenditures for fiscal year 2009-10 through fiscal year 2013-14.

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**Table 4
City of Moreno Valley
Comparison of General Fund Revenues and Expenditures
Budgeted and Actual Amounts
Fiscal Year 2009-10 through Fiscal Year 2013-14**

	<u>2009-2010</u>		<u>2010-2011</u>		<u>2011-12</u>		<u>2012-13</u>		<u>2013-14</u>	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
REVENUES										
Taxes:										
Property taxes	\$11,700,001	\$ 9,296,083	\$ 8,596,100	\$ 9,430,846	\$ 9,630,000	\$ 9,397,373	\$ 9,900,000	\$ 9,765,007	\$ 9,647,100	\$ 10,668,782
Property taxes in-lieu	14,100,000	13,703,197	11,773,400	13,055,796	13,170,000	13,170,964	13,300,000	13,414,446	13,840,000	13,871,754
Utility user's taxes	14,970,000	15,358,341	15,200,000	15,317,439	15,700,000	15,591,386	16,060,000	15,683,931	16,114,000	15,595,141
Sales taxes	9,735,000	9,298,295	973,5100	11,283,435	12,835,000	14,003,993	13,800,000	14,043,560	15,570,000	15,887,130
Other taxes	6,256,500	6,716,428	6,556,500	7,209,262	7,590,000	7,533,532	7,740,000	7,825,138	7,965,000	8,576,927
Licenses and permits	1,456,614	1,354,188	1,500,600	1,532,514	1,648,800	1,523,800	1,531,800	1,585,312	1,762,000	2,160,815
Intergovernmental	1,056,326	1,183,894	360,000	895,366	436,222	398,193	241,000	260,691	235,000	311,510
Charges for services	9,326,345	7,654,867	8,442,656	7,408,607	7,427,900	8,574,131	7,299,160	8,258,733	9,120,207	9,823,735
Use of money and property	4,400,614	5,470,852	4,532,300	3,886,420	4,492,768	4,004,511	3,296,300	1,071,418	2,688,000	2,836,585
Fines and forfeitures	1,087,000	1,130,414	1,176,500	791,497	551,000	603,065	566,000	610,171	601,500	577,961
Miscellaneous	180,180	462,247	105,300	682,959	269,845	138,346	153,550	485,160	153,900	569,047
Total Revenues:	\$74,268,580	\$71,628,806	\$67,978,456	\$71,494,141	\$73,751,535	\$74,939,294	\$73,887,810	\$73,003,567	\$77,700,707	\$80,879,387
EXPENDITURES										
Current:										
General government										
City Council	\$ 588,320	\$ 545,316	\$ 581,564	\$ 513,868	\$ 577,150	\$ 553,224	\$ 605,770	\$ 588,669	\$ 654,113	\$ 642,586
City Manager	1,697,000	1,708,904	896,175	726,440	1,398,087	1,345,111	1,565,948	1,789,443	1,917,210	1,915,196
City Clerk	617,661	464,559	521,486	507,398	543,007	513,257	541,564	553,957	541,202	573,397
City Attorney	1,150,000	1,043,838	1,090,407	1,034,442	928,169	819,388	961,369	1,194,457	776,045	869,430
Economic Development	540,000	483,846	482,774	391,451	--	--	--	--	--	--
Financial and Administrative Services	3,293,600	3,219,857	2,696,813	2,694,398	5,166,982	5,052,104	2,838,924	2,601,572	3,091,265	2,841,609
Administrative Services	1,149,165	966,293	958,505	923,964	890,959	773,363	3,603,300	3,569,049	3,711,674	3,544,102
Non-Departmental	2,547,340	1,867,455	3,517,071	2,800,066	3,715,213	4,425,745	1,048,960	1,073,135	221,553	860,066
Public safety:										
Police	39,590,967	38,726,538	41,870,739	39,104,174	40,673,276	38,952,960	41,223,681	41,125,418	37,520,695	36,019,312
Fire	15,566,320	15,173,224	15,466,535	14,793,909	15,778,017	14,647,452	17,212,496	16,230,769	17,399,813	16,527,392
Animal services	2,432,081	2,372,784	2,280,118	2,214,243	--	--	--	--	--	--
Emergency operations/volunteer services	603,592	593,830	609,566	610,084	--	--	--	--	--	--
Crossing guards	602,126	619,308	583,439	566,063	--	--	--	--	--	--
Community development	5,263,586	5,093,483	4,545,270	4,235,300	6,301,211	6,482,658	6,798,904	7,143,586	5,714,662	5,344,293
Public works	4,457,840	3,893,811	3,528,195	3,413,488	2,287,897	2,109,287	2,219,540	2,271,319	4,681,180	4,103,743
Capital outlay	--	--	555,556	56,406	730,069	673,934	323,514	173,372	191,899	41,663
Total Expenditures	\$80,099,598	\$76,773,046	\$80,184,213	\$74,585,694	\$78,990,037	\$76,348,483	\$78,943,970	\$78,314,746	\$76,421,311	\$73,282,789
Excess (deficiency) of Revenues Over (Under) Expenditures	(\$5,831,018)	(\$5,144,240)	(\$12,205,757)	(\$3,091,553)	(\$5,238,502)	(\$1,409,189)	(\$5,056,160)	(\$5,311,179)	\$1,279,396	\$7,596,598
OTHER FINANCING SOURCES (USES)										
Transfers in	\$6,757,589	\$7,330,279	\$ 263,000	\$ 773,051	\$ 539,656	\$ 539,656	\$ 588,392	\$ 588,370	\$ 1,247,063	\$ 1,163,421
Transfers out	(2,699,807)	(2,710,323)	(2,513,040)	(2,605,518)	(3,968,900)	(4,028,932)	(2,775,400)	(2,370,220)	(2,575,427)	(2,575,372)
Total Other Financing Sources (Uses)	\$4,057,782	\$4,619,956	(\$2,250,040)	(\$1,832,467)	(\$3,429,244)	(\$3,489,276)	(\$2,187,008)	(\$1,781,850)	(\$1,328,364)	(\$1,411,951)
Net change in fund balance	(\$1,773,236)	(\$524,284)	(\$14,445,797)	(\$4,924,020)	(\$8,667,746)	(\$4,898,465)	(\$7,243,168)	(\$7,093,029)	(\$48,968)	\$6,184,647
Fund Balance, Beginning of Year	\$51,813,823	\$51,813,823⁽¹⁾	\$51,289,539	\$51,289,539	\$46,365,519	\$46,365,519	\$41,467,054	\$41,467,054	\$34,374,025	\$34,374,025
Fund Balance, End of Year	\$50,040,587	\$51,289,539	\$36,833,742	\$46,365,519	\$37,697,773	\$41,467,054	\$34,223,886	\$34,374,025	\$34,325,057	\$40,558,672

Source for data relating to fiscal years 2009-10 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.
Source for data relating to fiscal year 2013-14: City unaudited data.

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The following table sets forth the Statement of Revenues, Expenditures, and Changes in Fund Balances for the City's General Fund for fiscal year 2009-10 through fiscal year 2013-14.

Table 5
City of Moreno Valley
Statement of Revenues, Expenditures, and Changes
In General Fund Balances
For Fiscal Year 2009-10 through Fiscal Year 2013-14

Fiscal Years	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
REVENUES					
Taxes:					
Property taxes	\$ 9,296,083	\$ 9,430,846	\$ 9,397,373	\$ 9,765,007	\$10,668,782
Property taxes in lieu	13,703,197	13,055,796	13,170,964	13,414,446	13,871,754
Utility taxes	15,358,341	15,317,439	15,591,386	15,683,931	15,595,141
Sales taxes	9,298,295	11,283,435	14,003,993	14,043,560	15,887,130
Other Taxes	6,716,428	7,209,262	7,533,532	7,825,138	8,576,927
Licenses and permits	1,354,188	1,532,514	1,523,800	1,585,312	2,160,815
Intergovernmental	1,183,894	895,366	398,193	260,691	311,510
Charges for services	7,654,867	7,408,607	8,574,131	8,258,733	9,823,735
Use of money and property	5,470,852	3,886,420	4,004,511	1,071,418	2,836,585
Fines and forfeitures	1,130,414	791,497	603,065	610,171	577,961
Miscellaneous	<u>462,247</u>	<u>682,959</u>	<u>138,346</u>	<u>485,160</u>	<u>569,047</u>
Total Revenues	\$71,628,806	\$71,494,141	\$74,939,294	\$73,003,567	\$80,879,387
EXPENDITURES					
Current:					
General government	\$10,296,168	\$ 9,592,027	\$13,482,192	\$11,370,282	\$11,246,386
Public safety	57,450,534	57,288,473	53,600,412	57,356,187	52,546,704
Community development	5,093,483	4,235,300	6,482,658	7,143,586	5,344,293
Community and cultural	--	--	--	--	--
Public works	3,889,593	3,413,488	2,109,287	2,271,319	4,103,743
Capital outlay	43,268	56,406	673,934	173,372	41,663
Debt service:					
Principal retirement	--	--	--	--	--
Interest and fiscal charges	--	--	--	--	--
Total Expenditures	\$76,773,046	\$74,585,694	\$73,348,483	\$78,314,746	\$73,282,789
Excess (deficiency) of revenues over (under) expenditures	(\$5,144,240)	(\$3,091,553)	(\$1,409,189)	(\$5,311,179)	\$7,596,598
Other Financial Sources (Uses):					
Transfers in	\$7,330,279	\$ 773,051	\$ 539,656	\$ 588,370	\$ 1,163,421
Transfers out	<u>(2,710,323)</u>	<u>(2,605,518)</u>	<u>(4,028,932)</u>	<u>(2,370,220)</u>	<u>(2,575,372)</u>
Total Other Financing Sources (Uses)	\$4,619,956	(\$1,832,467)	(\$3,489,276)	(\$1,781,850)	(\$1,411,951)
Extraordinary gain (loss) on dissolution of redevelopment agency	--	--	--	--	--
Net Change in Fund Balances	(\$524,284)	(\$4,924,020)	(\$4,898,465)	(\$7,093,029)	\$6,184,647
Fund balance, July 1	\$51,813,823	\$51,289,539	\$46,365,519	\$41,467,054	\$34,374,025
Fund balance (deficit), June 30	\$51,289,539	\$46,365,519	\$41,467,054	\$34,374,025	\$40,558,672

Source for data relating to fiscal years 2009-10 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.
Source for data relating to fiscal year 2013-14: City unaudited data.

The following table sets forth the General Fund tax revenues by source for fiscal year 2009-10 through fiscal year 2013-14.

Table 6
City of Moreno Valley
General Fund Tax Revenues By Source
Fiscal Year 2009-10 through Fiscal Year 2013-14

Fiscal Year (Ended June 30)	Property Tax	Property Tax In-Lieu of VLF	Utility Users Tax	Sales and Use Tax	Transient Occupancy Tax	Franchise Fee	Motor Vehicle In-Lieu of VLF	Business License Gross Receipts	Documentary Transfer Tax	Total
2010	\$ 9,917,734	\$13,703,197	\$15,358,341	\$ 9,298,296	\$535,775	\$4,757,920	\$547,188	\$ 961,303	\$479,208	\$55,558,962
2011	9,430,846	13,055,796	15,317,439	11,293,435	692,586	5,038,600	887,331	1,053,145	424,931	57,184,109
2012	9,397,373	13,170,964	15,591,386	14,003,993	747,100	5,176,775	96,578	1,175,104	434,554	59,793,827
2013	9,765,007	13,414,446	15,683,931	14,043,560	831,881	5,336,919	100,727	1,305,924	350,413	60,832,808
2014	10,668,782	13,871,754	15,595,141	15,887,130	991,431	5,556,475	84,056	1,581,918	447,103	64,683,790

Source for data relating to fiscal years 2009-10 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.
 Source for data relating to fiscal year 2013-14: City unaudited data.

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Property Taxes and Property Taxes In Lieu of Vehicle License Fees

Property taxes represent approximately 12% of the City's General Fund revenue budget for fiscal year 2013-14. When combined with property tax in-lieu of VLF, which represents approximately 18% of total budgeted General Fund revenues, property tax becomes the City's largest revenue source and approximately 30% of the City's General Fund revenue budget for fiscal year 2013-14.

The VLF for property tax swap is a method employed by the State to distribute VLF through growth in assessed valuation. The method, which was implemented to provide other State General Fund backing to schools for the loss of the Educational Revenue Augmentation Fund ("ERAF"), has had a positive impact on the finances of the City. In past years, the VLF would have been distributed to the City based primarily on population increase percentages. For a city with a rapidly growing assessed valuation, the new formula means additional revenues.

Property taxes are levied for each fiscal year on taxable real and personal property as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed public utilities property and real property the taxes on which are a lien sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and March 1 of each fiscal year, and become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Properties on the secured roll with respect to which taxes are delinquent become tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of ½ % per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is deeded to the State and may be sold at public auction.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of ½% attaches to them on the first day of each month until paid. The County has four methods of collecting delinquent unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a judgment in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

Legislation enacted in 1984 (Section 25 *et seq.* of the California Revenue and Taxation Code), provides for the supplemental assignment and taxation of property as of the occurrence of a change in ownership or completion of new construction. Previously, statutes enabled the assessment of such changes only as of the next tax lien date following the change and thus delayed the realization of increased property taxes from the new assessment for up to 14 months. Collection of taxes based on supplemental assessments occurs throughout the year. Taxes due are prorated according to the amount of time remaining in the tax year, with the exception of tax bills dated January 1 through May 31, which are calculated on the basis of the remainder of the current fiscal year and the full 12 months of the next fiscal year.

Teeter Plan

The Board of Supervisors of Riverside County has previously approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, the counties apportion secured property taxes on an accrual basis when due (irrespective of actual collections) to local political subdivisions, including cities, for which the counties act as the tax-levying or tax-collecting agency. The Teeter Plan was effective beginning in fiscal year 1994. The City participates in the Teeter Plan.

Assessed Valuation of Property

Set forth in the table below is a listing of the City’s assessed valuations for secured and unsecured property within the City for fiscal years 2009-10 through 2013-14.

Table 7
City of Moreno Valley
Assessed Value of All Taxable Property
Fiscal Years 2009-10 through 2013-14
(in thousands of dollars)

<u>Fiscal Year</u> <u>(Ended June 30)</u>	<u>Secured</u> <u>Value</u>	<u>Unsecured</u> <u>Value</u>	<u>Total Assessed</u> <u>Value</u>	<u>Less:</u> <u>Exemptions</u>	<u>Taxable</u> <u>Assessed Value</u>	<u>Direct Tax</u> <u>Rate</u>
2010	\$10,625,910	\$236,904	\$10,862,814	\$154,289	\$10,708,525	.00160%
2011	10,516,338	238,786	10,755,124	227,178	10,527,946	.00164
2012	10,561,585	271,336	10,832,921	236,235	10,596,686	.00258
2013	10,464,415	342,094	10,988,537	249,300	10,739,242	.00183
2014	11,042,637	352,337	11,394,974	264,161	11,130,813	.00185

Source for data relating to fiscal years 2009-10 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.
Source for data relating to fiscal year 2013-14: City unaudited data.

Set forth in the table below is a listing of the 10 largest property tax payers for fiscal year 2013-14.

Table 8
City of Moreno Valley
Ten Largest Property Tax Payers
Fiscal Year 2013-14

	<u>Property Owner</u>	<u>2013-14 Assessed</u> <u>Valuation</u>	<u>Percentage of Total</u> <u>Assessed Valuation</u>
1.	HF Logistics SKX T1	202,007,054	1.81
2.	Ross Dress for Less, Inc.	134,148,489	1.21
3.	Walgreen Company	117,221,041	1.05
4.	Stonegate 552	82,614,238	.74
5.	IIT Inland Empire Logistics	76,952,001	.69
6.	Kaiser Foundation Health Plan, Inc.	65,975,333	.59
7.	First Industrial LP	61,643,457	.53
8.	FR Cal Moreno Valley	49,509,039	.44
9.	CLPF 16850 Heacock Street	47,765,266	.43
10.	2250 Town Circle Holdings	47,165,814	.42
	Total	855,001,732	7.95

Source: City.

Direct and Overlapping Debt

The ability of land owners within the City to pay property tax installments as they come due could be affected by the existence of other taxes and assessments imposed on the applicable land. The statement of direct and overlapping debt (the “Debt Report”) set forth on the following page was prepared by California Municipal Statistics, Inc. as of June 30, 2014. The Debt Report includes only such information as has been reported to California Municipal Statistics, Inc. by the issuers of the debt described therein and by others. The Debt Report is included for general information purposes only. The City takes no responsibility for its completeness or accuracy.

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Table 9
City of Moreno Valley
Statement of Direct and Overlapping Debt
Fiscal Year 2013-14

2013-14 Assessed Valuation: \$11,179,377,465

<u>OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	Total Debt 6/30/14	% Applicable (1)	City's Share of Debt 6/30/14
Metropolitan Water District	\$132,275,000	0.511%	\$ 675,925
Eastern Municipal Water District, I.D. No. U-22	3,126,000	100.	3,126,000
Riverside City Community College District	230,214,563	14.375	33,093,343
Moreno Valley Unified School District	36,708,521	84.134	30,884,347
San Jacinto Unified School District	43,516,722	0.461	200,612
Val Verde Unified School District	100,986,948	37.644	38,015,527
Moreno Valley Unified School District Community Facilities District No. 88-1	2,580,000	100.	2,580,000
Moreno Valley Unified School District Community Facilities District No. 2002-1	7,790,000	100.	7,790,000
Moreno Valley Unified School District Community Facilities District No. 2003-1 & 2	11,280,000	100.	11,280,000
Moreno Valley Unified School District Community Facilities District No. 2004-1	3,000,000	100.	3,000,000
Moreno Valley Unified School District Community Facilities District No. 2004-2	5,300,000	100.	5,300,000
Moreno Valley Unified School District Community Facilities District No. 2004-3	3,860,000	100.	3,860,000
Moreno Valley Unified School District Community Facilities District No. 2004-5	4,825,000	100.	4,825,000
Moreno Valley Unified School District Community Facilities District No. 2004-6	26,715,000	100.	26,715,000
Moreno Valley Unified School District Community Facilities District No. 2005-2, 3 & 5	23,775,000	100.	23,775,000
Val Verde Unified School District Community Facilities District No. 98-1	19,600,000	100.	19,600,000
Val Verde Unified School District Community Facilities District No. 2003-2	2,490,000	100.	2,490,000
Eastern Municipal Water District Community Facilities Districts	12,975,000	100.	12,975,000
City of Moreno Valley Community Facilities District No. 5	5,725,000	100.	5,725,000
City of Moreno Valley Community Facilities District No. 87-1, I.A. No. 1	2,835,000	100.	2,835,000
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT			\$238,745,754
 <u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>			
Riverside County General Fund Obligations	\$692,656,315	5.334%	\$ 36,946,288
Riverside County Pension Obligations	334,515,000	5.334	17,843,030
Riverside County Board of Education Certificates of Participation	2,700,000	5.334	144,018
Mt. San Jacinto Community College District General Fund Obligations	11,390,000	0.015	1,709
Moreno Valley Unified School District Certificates of Participation	13,280,000	84.134	11,172,995
San Jacinto Unified School District Certificates of Participation	41,080,000	0.461	189,379
Val Verde Unified School District Certificates of Participation	79,365,000	37.644	29,876,161
City of Moreno Valley General Fund Obligations	69,211,500	100.	69,211,500
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT			\$165,385,080
Less: Riverside County self-supporting obligations			495,174
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT			\$164,889,906
 <u>OVERLAPPING TAX INCREMENT DEBT (Successor Agencies):</u>			
	\$81,610,000	33.477-100. %	\$59,402,468
TOTAL DIRECT DEBT			\$69,211,500
TOTAL GROSS OVERLAPPING DEBT			\$394,321,802
TOTAL NET OVERLAPPING DEBT			\$393,826,628
 <u>GROSS COMBINED TOTAL DEBT</u>			
NET COMBINED TOTAL DEBT			\$463,533,302 (2)
			\$463,038,128

- (1) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.
- (2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations.

Ratios to 2013-14 Assessed Valuation:

Total Overlapping Tax and Assessment Debt	2.14%
Total Direct Debt (\$69,211,500)	0.62%
Gross Combined Total Debt	4.15%
Net Combined Total Debt	4.14%

Ratios to Redevelopment Successor Agencies Incremental Valuation (\$2,139,503,829):

Total Overlapping Tax Increment Debt	2.78%
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Source: California Municipal Statistics, Inc.

Utility Taxes

The City imposes a utility users tax. This tax accounted for approximately 19% of the City's General Fund revenue for the fiscal year ended June 30, 2014, and approximately 20% of the City's fiscal year 2014-15 General Fund budget. The City's utility users tax was enacted by the City Council in 1991 and ratified by the voters in 1996. There have been three attempts (in 1996, 2002 and 2004) to rescind the utility users tax, the most recent occurring at the November 2004 elections. The percentage of voters in favor of the utility users tax (those voting against the initiative to rescind the utility users tax) was 56.4% at the November 2004 election. Although there have been no further attempts by voters to rescind the utility users tax, there could be future attempts to rescind the utility users tax, in whole or in part, and there can be no assurance the utility users tax will remain in effect.

Sales and Use Taxes

Sales tax is collected and distributed by the State Board of Equalization. The City receives an amount equal to one percent (1.00%) of taxable sales within its jurisdiction. Sales tax receipts plus the State's "Triple Flip" formula (see below) that reimburses city governments' sales tax with property tax based on growth in assessed valuation, comprises approximately 20% of the City's budgeted General Fund revenue for the fiscal year 2014-15 budget. Automobile sales and retail sales at the regional mall located within the City contribute significantly to this revenue source. Sales and use taxes are, by their nature, a volatile source of revenues based on economic conditions. However, sales and use taxes have been a relatively steady source of revenues for the City in the past five fiscal years.

As part of the State's 2004 budget package, the State Legislature adopted a mechanism to fund the State's economic recovery bond program with a 0.25 cent sales tax. Under a mechanism commonly known as the "Triple Flip" and outlined in Revenue and Taxation Code Section 97.68, the local Bradley Burns Sales and Use Tax rate is reduced by 0.25 cent. This 0.25 cent sales tax is used to repay the State's outstanding economic recovery bonds. Cities and counties are then provided with *ad valorem* property tax revenues in lieu of these revenues. The State Director of Finance notifies each county auditor of the amount of sales and use tax revenue loss to each city and county as a result of the Triple Flip. Each County Auditor is then required to allocate compensating revenues to cities and the county. These compensating revenues are transferred from the *ad valorem* property tax revenues that would otherwise be allocated to the county's ERAF. See also "RISK FACTORS – State Budget."

Other Revenue Sources

Other revenues sources of the City's General Fund are described below.

Other Tax Revenues. In addition to *ad valorem* taxes on real property and sales and use taxes, the City receives other local taxes and fees, certain of which are described below. All of the following taxes were enacted prior to January 1, 1995, and, except for a voter-approved increase in the transient occupancy tax, none were imposed, increased, or extended on or after January 1, 1995. See also "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATION."

Transient Occupancy Taxes. The City levies an 8% transient occupancy tax on hotel and motel bills.

Franchise Fees. The City levies a franchise fee on its cable television, trash collection, and utilities franchise.

Business License Fees. The City levies business license fees based on gross annual receipts and type of business enterprise.

Property Transfer Tax. The City collects property transfer tax when real property changes ownership.

Electric Utility Charges. The City's electric utility began servicing customers in February 2004, and by the first fiscal year-end, was servicing nearly 250 new homes. As of September 2014, the total number of customers exceeded 5,900. The utility was established for two major reasons: economic development and the health and stability of the City's General Fund. The City's electric utility is only available for new construction within the City. The City may offer incentives as a way to attract new businesses and jobs to the City. A November 2004 voter initiative with the intent of restricting the use of surplus electric utility funds and regulating its operations failed.

Development Impact Fees. The City receives fees from developers in connection with the approval of new development projects for the purpose of defraying all or a portion of the cost of certain public facilities related to the particular development project. Development impact fees are a special revenue of the City and cannot be used for purposes unrelated to the impact of the development for which such development impact fees were collected. Consequently, development impact fees are not available for the payment of Base Rental Payments. Development impact fees collected in fiscal year 2013-14 totaled \$2,340,686.

License and Permit Fees. License and permit fees consist primarily of business license fees and fees for building construction permits, plan checks, animal licensing, and fire permits.

Fines, Forfeitures and Penalties. Fines, forfeitures, and penalties include parking citations and other fines for municipal code violations.

Investment of Earnings. Funds held by the City are invested in accordance with the City's Statement of Investment Policy (the "Investment Policy") prepared by the Treasurer as authorized by Section 53601 of the California Government Code. A copy of the City's current Investment Policy is attached as Appendix D.

Employee Pension Plan (PERS)

Plan Description. The City's defined benefit pension plan, Public Employees Retirement System ("PERS"), provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. PERS is part of the Public Agency portion of the California Public Employees' Retirement System ("CalPERS"), an agent multiple-employer plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California. A menu of benefit provisions, as well as other requirements, is established by State statutes within the California Public Employees' Retirement Law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues a separate comprehensive annual financial report. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office, 400 Q Street, Sacramento, California 95811.

Funding Policy. Active plan members in PERS are required to contribute 8.00% of their annual covered salary as of January 2008. The City is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. The required employer contribution rate is 22.305% for fiscal year 2013-14. The contribution requirements of the plan members are established by State statute and the employer contribution rate is established and may be amended by CalPERS.

Annual Pension Cost. For fiscal year 2013-14, the City’s annual pension cost was \$6,150,970, including a contribution of \$1,608,343 paid on behalf of the employees for the employee contribution. The required contribution for fiscal year 2013-14 was determined as part of the June 30, 2010 actuarial valuation using the entry age normal actuarial cost method with the contributions determined as a percentage of pay. The actuarial assumptions included: (a) 7.75% investment rate of return (net of administrative expenses), (b) projected salary increases for employees that vary by duration of service ranging from 3.30% to 14.20% for miscellaneous members, (c) 3.25% cost of living adjustment. Both (a) and (b) include an inflation component of 2.75%. The actuarial value of PERS assets was determined using a technique that smoothes the effect of short-term volatility in the fair value of investments over a 15-year period. The PERS unfunded actuarial accrued liability (or excess assets) is being amortized as a level percentage of projected payroll on a closed basis. The remaining amortization period at June 30, 2014 was 21 years.

Set forth in the table below is the annual pension cost of the City for fiscal year 2009-10 through fiscal year 2013-14.

Table 10
City of Moreno Valley
Annual Pension Cost
Fiscal Year 2009-10 through Fiscal Year 2013-14

<u>Fiscal Year</u> <u>(Ended June 30)</u>	<u>Annual Pension</u> <u>Cost (“APC”)</u>	<u>Percentage of APC</u> <u>Contributed</u>
2010	\$5,233,518	100%
2011	5,214,878	100
2012	5,402,864	100
2013	6,055,649	100
2014	6,150,970	100

Source for data relating to fiscal years 2009-10 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.
Source for data relating to fiscal year 2013-14: City unaudited data.

Set following table shows the recent history of the actuarial value of assets, actuarial accrued liability, their relationship, and the relationship of the unfunded actuarial accrued liability (“UAAL”) to payroll, and presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Table 11
City of Moreno Valley
Funded Status of Employee Pension Plan

<u>Valuation Date</u>	<u>Entry Age Normal</u> <u>Accrued Liability</u>	<u>Actuarial Value</u> <u>of Assets</u>	<u>Unfunded</u> <u>Liability</u>	<u>Funded</u> <u>Ratio</u>	<u>Annual</u> <u>Covered</u> <u>Payroll</u>	<u>UAAL as</u> <u>Percentage of</u> <u>Payroll</u>
June 30, 2010	\$120,692,084	\$85,693,181	\$34,998,903	71.0%	\$23,670,851	147.9%
June 30, 2011	132,322,141	92,912,456	39,409,685	70.2	24,148,281	163.2
June 30, 2012	140,092,781	99,774,860	40,317,924	71.2	22,103,213	200.5

Source for data relating to fiscal years 2009-10 through 2011-12: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.

Other Post Employee Benefits (OPEB)

Plan Description. The City’s defined benefit postemployment healthcare plan provides a portion of certain health care for retired employees. In accordance with City policy, employees who retire directly from the City under CalPERS (age 50 and 5 years of CalPERS service or disability) and are not

temporary employees, are eligible for these benefits. In June 2009, the City established an irrevocable trust fund to begin funding the City’s unfunded liability through the California Employers’ Retiree Benefit Trust (“CERBT”), an agent multiple-employer plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State. A menu of benefit provisions, as well as other requirements, are established by State statutes within the Public Employees’ Retirement Law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues a separate comprehensive annual financial report. Copies of the CalPERS annual financial report may be obtained from the CalPERS Headquarters, 400 Q Street, Sacramento, California 95811.

Funding Policy. The contribution requirements of plan members and the City are established and may be amended by City Council. The City is required to contribute the Annual Required Contribution (“ARC”) of the employer, an amount actuarially determined in accordance with the parameters of Governmental Accounting Standards Board (GASB) Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed thirty years. The current ARC rate is 7.00% of the annual covered payroll.

Annual OPEB Cost. For fiscal year 2013-14, the City’s annual OPEB cost was \$1,069,000. The required contribution for the fiscal year was determined as part of the June 30, 2013, actuarial valuation using the entry age normal actuarial cost method. The actuarial assumptions included: (a) 6.00% investment rate of return (net of administrative expenses), and (b) projected salary increases for employees of 3.25%, and (c) an annual healthcare cost increase of 4.5%. Both (a) and (b) include an inflation component of 3.00%. The amortization method is the level percent of payroll. The amortization period is a 30 year fixed (closed) period for the initial unfunded accrued actuarial liability. There are 24 years remaining as of June 30, 2014.

The following table shows the components of the City’s annual OPEB cost for fiscal year 2013-14, the amount actually contributed to the plan, and changes in the City’s net OPEB obligation for these benefits:

Table 12
City of Moreno Valley
Annual OPEB Cost
(Fiscal Year 2013-14)

Annual Required Contribution	\$1,069,000
Interest on OPEB Obligation	54,000
Adjustment to Annual Required Contribution	<u>(57,000)</u>
Annual OPEB Cost (Expense)	\$1,066,000
Contribution Made	<u>19,000</u>
Increase in OPEB Obligation	\$ 447,000
Net OPEB Obligation – Beginning of Year	\$900,000
Net OPEB Obligation – End of Year	\$1,347,000

Source: City unaudited data.

Actuarial Methods and Assumptions. Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions

of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing the benefit costs between employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial assets, consistent with the long-term perspective of the calculations.

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for fiscal year 2010-11 through fiscal year 2013-14 are set forth in the following table:

Table 13
City of Moreno Valley
Annual OPEB Costs
Fiscal Year 2010-11 through and Fiscal Year 2013-14

<u>Fiscal Year</u> <u>(Ended June 30)</u>	<u>Annual OPEB Cost</u> <u>("AOC")</u>	<u>Percentage of AOC</u> <u>Contributed</u>	<u>Net OPEB</u> <u>Obligation</u>
2011	\$1,564,000	100%	\$ 0
2012	1,615,000	72	450,000
2013	1,018,000	56	900,000
2014	1,066,000	58	1,347,000

Source for data relating to fiscal years 2010-11 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.

Source for data relating to fiscal year 2013-14: City unaudited data.

The following table provides the funded status of OPEB.

Table 14
City of Moreno Valley
Funded Status of OPEB

<u>Valuation Date</u>	<u>Actuarial</u> <u>Accrued Liability</u>	<u>Actuarial Value</u> <u>of Assets</u>	<u>Unfunded</u> <u>Liability</u>	<u>Funded</u> <u>Ratio</u>	<u>Annual</u> <u>Covered</u> <u>Payroll</u>	<u>UAAL as</u> <u>Percentage of</u> <u>Payroll</u>
June 30, 2008	\$ 9,338,000	--	\$ 9,338,000	0.0%	\$29,794,978	31.3%
January 1, 2010	13,600,000	\$2,386,000	11,214,000	17.5	22,465,000	49.9
June 30, 2011	11,670,000	4,428,000	7,242,000	37.9	23,195,000	31.2
June 30, 2013	12,531,000	6,186,000	6,345,000	49.4	21,589,000	23.4

Source: City

Liability Insurance

Risk exposures to the assets of the City are managed through a combination of self-insured retention and excess coverage. The City believes they have current assets adequate to cover the actuarially determined liability for general liability and worker's compensation claims, including estimated claims incurred but not reported.

The City is a member of CSAC Excess Insurance Authority. The Authority is a member of a directed joint powers insurance pool, which has been operational since October 1979. Current

membership includes 53 of the 58 counties in California and 90 members of the California Public Entity Insurance Authority (CPEIA). The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group-purchased insurance for property and other coverages.

The City bears all of the costs associated with the excess workers' compensation and employer's liability programs of the Authority. For worker's compensation, the City has a self-insured retention of \$300,000 per occurrence. For employer's liability, the City bears all of the costs of each occurrence. The City has a pooled retention of \$5,000,000 each occurrence, a \$45,000,000 reinsurance layer in excess of the \$5,000,000 pooled retention per occurrence for worker' compensation claims.

During the past three fiscal years, none of the above programs of protection have had settlements or judgments that exceeded pooled or insured coverage. There has been no significant reduction in pooled or insured liability coverage from coverage in the prior year.

Pending Litigation

There are several lawsuits pending against the City. The outcome and eventual liability of the City, if any, in these cases is not known at this time. None of such pending lawsuits as are known to the City challenges the issuance of the Bonds. City management estimates that the potential claims against the City, not covered by insurance or self-insurance reserves, resulting from such litigation would not materially affect the financial statements of the City.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX E hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Bonds, which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Beneficial Owners of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount,

including the treatment of Beneficial Owners who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The Authority and the City have made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel’s attention after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Bonds may otherwise affect a Beneficial Owner’s federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. For example, Representative Dave Camp, Chair of the House Ways and Means Committee released draft legislation that would subject interest on the Bonds to a federal income tax at an effective rate of 10% or more for individuals, trusts, and estates in the highest tax bracket, and the Obama Administration proposed legislation that would limit the exclusion from gross income of interest on the Bonds to some extent for high-income individuals. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel’s judgment as to the proper treatment

of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (“IRS”) or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority or the City, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof, or the enforcement thereof by the IRS. The Authority and the City have covenanted, however, to comply with the requirements of the Code.

Bond Counsel’s engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Authority, the City or the Beneficial Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Authority, the City and their appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Authority or the City legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause the Authority, the City or the Beneficial Owners to incur significant expense.

RATING

Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, has assigned a municipal bond rating of “___” (_____outlook) to the Bonds. Such rating reflect only the views of the rating agency furnishing the same and any desired explanation of the significance of such rating should be obtained from the rating agency at the following address: Standard & Poor’s Ratings Services, 55 Water Street, New York, New York 10041. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own. There is no assurance the rating assigned to the Bonds will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of the foregoing rating may have an adverse effect on the market price of the Bonds.

CONTINUING DISCLOSURE

The City will covenant in the Continuing Disclosure Certificate to provide certain financial information and operating data relating to the City and the Authority and notices of certain events listed therein. Such information and notices will be filed by the City with the Municipal Securities Rulemaking Board. The specific nature of the information to be provided is set forth in the Continuing Disclosure Certificate, a form of which is attached hereto as Appendix F. This covenant has been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5), as amended (“Rule”), adopted by the Securities and Exchange Commission in compliance with the Securities and Exchange of 1934. See APPENDIX F – Form of Continuing Disclosure Certificate.

In the previous five years the City and its related entities have filed each annual report required by their respective continuing disclosure undertakings in a complete and timely manner pursuant to the Rule. In the previous five years, the City and its related entities failed to file certain material event notices required by their respective continuing disclosure undertakings on a timely basis relating to bond insurer rating downgrades of which the City was unaware. The City has filed a corrective notice regarding such bond insurer rating downgrades and, during the previous five years, all other material event filings required to be made by the City and its related entities pursuant to their respective continuing disclosure undertakings have been made in a timely manner pursuant to the Rule.

UNDERWRITING

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”). The Underwriter has agreed to purchase the Bonds at a price of \$_____ (which represents the aggregate principal amount of the Bonds, less an Underwriter’s discount of \$_____, [plus/less] a net original issue [premium/discount] of \$_____).

The contract of purchase pursuant to which the Bonds are being purchased by the Underwriter provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in the contract of purchase.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices or yields different from the prices or yields stated on the cover page of this Official Statement. In addition, the offering prices or yields may be changed from time to time by the Underwriter.

Although the Underwriter expects to maintain a secondary market in the Bonds after the initial offering, no guarantee can be made that such a market will develop or be maintained by the Underwriter or others.

LITIGATION

The City and the Authority will certify, and the City Attorney will render opinions on behalf of the City and the Authority upon the issuance of the Bonds to the effect that, there is no action, suit, or proceeding known to the City or the Authority to be pending or threatened, restraining, or enjoining the issuance of the Bonds or the execution or delivery of the Trust Agreement, the Facilities Sublease, or in any way contesting or affecting the validity of the foregoing or any proceeding of the City or the Authority taken with respect to any of the foregoing or that will materially adversely affect the City’s ability to pay Base Rental Payments when due.

CERTAIN LEGAL MATTERS

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel. Certain legal matters will be passed upon for the Authority and the City by the City Attorney. Certain matters will be passed upon for the Underwriter by Goodwin Procter LLP, Los Angeles, California, Underwriter’s Counsel. The proposed form of opinion of Bond Counsel is set forth in APPENDIX E hereto. Neither Bond Counsel nor Underwriter’s Counsel undertakes any responsibility for the accuracy, completeness, or fairness of this Official Statement.

VERIFICATION

Causey, Demgen & Moore Inc., Denver, Colorado, a firm of independent certified public accountants, will verify the accuracy of the mathematical computations of the adequacy of the amounts held in the Escrow Account by the Trustee to provide for the refunding and defeasance of the outstanding 2005 Bonds.

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MISCELLANEOUS

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations from and summaries and explanations of the Bonds and of statutes and documents contained in this Official Statement do not purport to be complete, and reference is made to such statutes and documents for full and complete statements of their provisions.

The preparation and distribution of this Official Statement have been authorized by the Authority and the City.

**MORENO VALLEY PUBLIC FINANCING
AUTHORITY**

By: _____
Executive Director

CITY OF MORENO VALLEY

By: _____
City Manager

APPENDIX A

**SUMMARY OF CERTAIN PROVISIONS OF THE
PRINCIPAL LEGAL DOCUMENTS**

[BOND COUNSEL TO PROVIDE]

APPENDIX B

GENERAL INFORMATION CONCERNING THE CITY OF MORENO VALLEY

The Bonds do not constitute a general obligation debt of the City of Moreno Valley (the “City”), and the City has not pledged its full faith and credit or its taxing power to the repayment of the Bonds. The following information is presented for informational purposes only.

General

The City is located in Riverside County, California (“Riverside County”), approximately 66 miles southeast of the City of Los Angeles and approximately 100 miles north of the City of San Diego. The City covers approximately 50 square miles at an average elevation of 1,631 feet above sea level. The City has a temperate climate, with a mean average temperature of 65 degrees Fahrenheit and average annual rainfall of 10.67 inches. The City currently employs 423 full time and part time employees. Population growth in the City recently has slowed due to the economic downturn. However, with a current population of over 199,000, the City continues to be the second largest city in Riverside County. The City is located in the Inland Empire, which consists of Riverside and San Bernardino Counties. The Inland Empire had experienced a vibrant economic environment from the mid-1990’s to the mid-2000’s, during which period the City experienced strong residential and commercial growth. The rate of such residential and commercial growth recently has slowed considerably due to the economic downturn.

For six years, from 2002 to 2008, the City experienced double-digit growth in many industries that generate revenue for the City. During such six-year period, assessed valuations of property increased by 136%. However, assessed valuations of property decreased in the City during fiscal year 2009-10 and have continued to decline through fiscal year 2010-11. In fiscal years 2011-12, 2012-13, and 2013-14, the City has experienced slow growth in assessed valuation that is expected to continue for the next few fiscal years.

Government

The City was incorporated in 1984 and operates as a general law city with a council/manager form of government. The five members of the City Council of the City (the “Moreno Valley City Council”) are elected by district for four-year overlapping terms. The Moreno Valley City Council elects one of its members as Mayor and another as Mayor Pro-Tem on an annual basis. The current members of the Moreno Valley City Council, and their respective offices, are listed below (one City Council position is currently vacant):

<u>Name</u>	<u>Office</u>
Jesse L. Molina	Mayor
Victoria Baca	Mayor Pro Tem
Richard A. Stewart	Councilmember
George E. Price	Councilmember

Population

The following table describes the population in the City for the calendar years 2005 through 2014.

City of Moreno Valley Population Calendar Years 2005 through 2014

<u>January 1</u>	<u>Population</u>
2005	165,238
2006	174,565
2007	180,466
2008	183,860
2009	186,301
2010	188,537
2011	195,216
2012	196,495
2013	198,129
2014	199,258

Source for calendar years 2005 through 2013: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2012-13.

Source for calendar year 2014: City.

Labor Force and Unemployment

According to State of California Employment Development Department statistics, in May 2013, the City had a labor force of approximately 89,100 workers and an unemployment rate of approximately 9%. For the same period, Riverside County had a labor force of approximately 934,000 workers and an unemployment rate of approximately 8%.

Major Employers

The following table describes the largest employers within the City as of June 2013.

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u>	<u>Percentage of Total City Employment</u>
March Air Reserve Base	Military Reserve Base	8,600	26.12%
Moreno Valley Unified School District	Public Schools	3,366	10.22
Riverside County Regional Medical Center	County Hospital	2,600	7.90
Ross Stores	Retail Distribution	1,630	4.95
Moreno Valley Mall	Retail Mall	1,365	4.15
Kaiser Permanente Community Hospital	Hospital/Medical Services	944	2.87
City of Moreno Valley	Municipal Government	771	2.34
Walgreens Co.	Retail Distribution	685	2.08
Val Verde Unified School District (MV only)	Public Schools	674	2.05
Skechers USA	Retail Distribution	600	1.82

Source: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2012-13.

Property Tax Rates

In June of 1978, California voters approved Proposition 13 (the Jarvis-Gann Initiative), which added Article XIII A to the California Constitution ("Article XIII A"). Article XIII A limits *ad valorem* taxes on real property to 1% of the full cash value, plus taxes necessary to repay indebtedness approved by the voters prior to July 1, 1978. Voter-approved obligations that impact the residents of the City are comprised of debts incurred by Eastern Municipal Water District, Metropolitan Water District, Moreno Valley Unified School District, Nuview School District, Perris Union High School District, Riverside

Community College District, San Jacinto Unified School District, and Val Verde Unified School District (collectively, the “City of Moreno Valley Voter-Approved Obligations”). The following table describes the City’s direct and overlapping property tax rates for fiscal years 2004-05 through 2013-14.

**City of Moreno Valley
Direct and Overlapping Property Tax Rates
Fiscal Years 2004-05 through 2013-14**

<u>Fiscal Year Ended June 30</u>	<u>Article XIII A Basic Tax Rate</u>	<u>City of Moreno Valley Voter-Approved Obligations</u>	<u>Total Direct and Overlapping Property Tax Rates</u>
2005	1.00%	.15079%	1.15079%
2006	1.00	.13170	1.13170
2007	1.00	.11470	1.11470
2008	1.00	.18585	1.18585
2009	1.00	.23281	1.23281
2010	1.00	.25949	1.25949
2011	1.00	.29430	1.29430
2012	1.00	.31618	1.31618
2013	1.00	.37767	1.37767
2014	1.00	.43812	1.43812

Source for fiscal years 2004-05 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2012-13.

Source for fiscal year 2013-14: City.

Property Tax Levies, Collections, and Delinquencies

In Riverside County, property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll becomes tax delinquent on June 30. Such property may thereafter be prepaid by payment of the delinquent taxes plus the delinquency penalty, plus a prepayment penalty of one and one-half percent per month to the time of prepayment. If taxes remain unpaid for a period of five years or more, the property is subject to sale by the Riverside County Tax Collector.

In Riverside County, property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of one and one-half percent per month begins to accrue on November 1. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer, (2) filing a certificate in the office of the Riverside County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer, (3) filing a certificate of delinquency for record in the Riverside County Recorder’s office in order to obtain a lien on certain property of the taxpayer, and (4) seizure and sale of personal property, improvements, or possessory interests belonging or assessed to the taxpayer.

Riverside County has adopted the Teeter Plan pursuant to Sections 4701 through 4717 of the California Revenue and Taxation Code (the “Teeter Plan”). The Teeter Plan permits counties to use a method of apportioning taxes whereby all local agencies, including cities, receive from such counties 100% of their respective share of the amount of secured ad valorem taxes levied, without regard to actual collections of the taxes levied. So long as the Teeter Plan is continued within Riverside County, the local agencies within Riverside County (including the City) are, in effect, guaranteed the full amount of their respective share of the amount of secured *ad valorem* property taxes levied.

The following table details the City's property tax levies and collections for fiscal years 2006-07 through 2012-13.

**City of Moreno Valley
Property Tax Levies and Collections
Fiscal Years 2006-07 through 2012-13**

Year Ended June 30	Taxes Levied for the Fiscal Year ⁽¹⁾	Taxes Collected Within the Fiscal Year of Levy	Percent of Levy
2007	\$35,606,935	\$39,141,295	109.93%
2008	41,349,349	43,457,010	105.10
2009	36,524,643	41,165,168	112.71
2010	31,875,985	35,492,693	111.35
2011	30,099,696	33,658,226	111.82
2012	35,046,104	39,027,115	111.36
2013	27,035,993	31,072,148	114.93

- (1) Amounts include City property taxes, redevelopment tax increment, and in-lieu vehicle license fees.
(2) Beginning in fiscal year 2012-13, redevelopment tax increment was excluded from the calculation of taxes levied due to the dissolution of the Community Redevelopment Agency of the City of Moreno Valley.
Source: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2012-13.

Assessed Property Values

The following table details the assessed value of the secured and unsecured real property within the City for fiscal years 2004-05 through 2013-14.

**City of Moreno Valley
Assessed Value of Taxable Property
Fiscal Years 2004-05 through 2013-14**

Year Ended June 30	Assessed Value of Secured Real Property	Assessed Value of Public Utility Property	Assessed Value of Unsecured Real Property	Total Assessed Value
2005	\$ 7,228,795,754	\$273,900	\$144,565,799	\$ 7,373,635,453
2006	9,073,353,798	273,900	154,044,212	9,227,671,910
2007	11,209,994,361	351,600	164,322,582	11,374,668,543
2008	13,272,082,125	351,600	197,971,302	13,470,405,027
2009	13,297,708,504	351,600	231,457,769	13,529,517,873
2010	10,769,479,454	709,625	240,052,170	11,010,241,249
2011	10,290,228,751	709,625	237,717,408	10,528,655,784
2012	10,326,588,963	709,625	270,096,944	10,597,395,532
2013	10,398,541,103	23,650	340,667,041	10,739,231,794
2014	10,779,411,732	23,650	351,402,194	11,130,837,576

- Source for fiscal years 2004-05 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2012-13.
Source for fiscal year 2013-14: City.

Outstanding Debt

The City uses a variety of tax increment, revenue, and lease indebtedness to finance various capital acquisitions. The outstanding balances for indebtedness during fiscal years 2006-07 through 2013-14 are set forth in the following table.

City of Moreno Valley Outstanding Debt Fiscal Years 2006-07 through 2013-14 (Amounts expressed in thousands)

Fiscal Year Ended June 30	Governmental Activities					Business-Type Activities		Total Primary Governmental Debt
	Special Tax Bonds	Certificates of Participation	Lease Revenue Bonds	Tax Allocation Bonds	Notes and Other	Governmental Activities	Lease Revenue Bonds	
2007	\$21,415	\$6,590	\$47,393	--	\$ 4,696	\$ 80,094	\$30,870	\$110,964
2008	18,925	6,040	42,157	\$43,495	4,318	114,935	30,870	145,805
2009	17,265	5,470	41,297	42,725	6,849	113,606	30,775	144,381
2010	15,525	4,875	40,378	42,605	6,668	110,051	30,285	140,336
2011	13,655	0 ⁽¹⁾	39,660 ⁽¹⁾	42,475	12,301 ⁽¹⁾	108,091	29,780	137,871
2012	11,870	0	38,775	0 ⁽²⁾	12,406	63,051	29,245	92,296
2013	10,685	0	37,855	0 ⁽²⁾	12,340	60,880	28,685	89,565
2014	9,660 ⁽³⁾	20,000 ⁽⁴⁾	36,394 ⁽⁵⁾	0 ⁽²⁾	11,874	77,928	27,964 ⁽⁵⁾	105,892

(1) In fiscal year 2011, the City defeased the 1997 Lease Revenue Bonds and the 1997 City Hall Certificates of Participation with private placement financing.

(2) Tax allocation bonds are no longer considered general bonded debt as the result of the dissolution of the Community Redevelopment Agency of the City of Moreno Valley.

(3) In fiscal year 2014, the Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing) Special Tax Bonds, Series 2000, were paid in full.

(4) In 2014, the City incurred its first payment obligations relating to the California Communities Local Measure A Tax Revenue (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total Road Improvement Program).

(5) In 2013, the City refunded a portion of the 2005 Bonds with proceeds from the 2013 Bonds.

Source for fiscal years 2006-07 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2012-13.

Source for fiscal year 2013-14: City.

Taxable Retail Sales

Consumer spending in calendar year 2013 resulted in 1,377,330 in taxable sales in the City, which is approximately 3% higher than calendar year 2012. The following table describes the total taxable sales in the City for calendar years 2006 through 2013.

City of Moreno Valley Taxable Retail Sales Calendar Years 2006 through 2013 (000s omitted)

Year	Retail Stores	Total Outlets
2006	\$1,218,440	\$1,307,961
2007	1,170,236	1,267,045
2008	1,064,374	1,154,650
2009	947,927	1,018,353
2010	994,464	1,067,546
2011	1,092,691	1,172,223
2012	1,215,359	1,332,600
2013	1,307,717	1,377,330

Source for years 2006 through 2011: California State Board of Equalization.

Source for years 2012 and 2013: City.

The following table describes the taxable sales in the City for each type of business for calendar year 2013.

**City of Moreno Valley
Taxable Retail Sales for Each Type of Business
Calendar Year 2013
(000s omitted)**

	<u>2013</u>
Motor Vehicle and Parts Dealers	\$ 250,391
Home Furnishings and Appliance Stores	57,535
Building Materials and Garden Equipment and Supplies	105,601
Food and Beverage Stores	79,982
Gasoline Stations	206,498
Clothing and Clothing Accessories Stores	105,575
General Merchandise Stores	327,841
Food Services and Drinking Places	183,835
Other Retail Group	<u>15,342</u>
Total Retail and Food Services	\$1,332,600
All Other Outlets	<u>69,613</u>
Total All Outlets ⁽¹⁾	\$1,377,330

(1) Totals may not add due to rounding.
Source: City.

Building Activity

The following table summarizes building activity valuations in the City during the fiscal years 2006-07 through 2013-14.

**City of Moreno Valley
Building Activity Valuations
Fiscal Years 2006-07 through 2013-14
(000s omitted)**

Fiscal Year	2006-07	2007-08	2009-09	2009-10	2010-11	2011-12	2012-13	2013-14
Residential Valuation	\$132,724	\$ 35,695	\$30,154	\$ 34,476	\$ 6,606	\$ 5,340	\$19,044	\$ 73,102
Commercial Valuation	<u>108,337</u>	<u>90,889</u>	<u>18,482</u>	<u>80,484</u>	<u>87,359</u>	<u>60,893</u>	<u>45,811</u>	<u>235,639</u>
Total Valuation	\$241,061	\$126,584	\$48,636	\$114,960	\$93,965	\$66,232	\$64,855	\$308,742

Source: City.

APPENDIX C

**CITY OF MORENO VALLEY
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FISCAL YEAR ENDED JUNE 30, 2013**

APPENDIX D

CITY OF MORENO VALLEY STATEMENT OF INVESTMENT POLICY

INVESTMENT POLICY

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

I. Scope

- A.** Investments for the City and its related authorities and agencies will be made on a pooled basis including the City of Moreno Valley the City of Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Public Financing Authority, and the Moreno Valley Industrial Development Authority. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:
1. General Fund
 2. Special Revenue Funds
 3. Debt Service Funds
 4. Capital Project Funds
 5. Internal Service Funds
 6. Agency Funds
 7. Enterprise Funds
- B.** The City Council has the authority to allow investments that do not follow this policy as long as such investments are recommended by the City Manager and City Treasurer, and expressly authorized by the City Council.
- C.** At the time this policy is adopted, the portfolio may hold investments which were made in the past and in accordance with previous policies and existing State law, but do not meet the provisions of this policy. These past investments are grandfathered as permissible investments. The City may choose to hold these investments until maturity; however, their maturity cannot be extended without the expressed authorization of the City Council.
- D.** Funds excluded from this policy
1. **Bond Proceeds.** Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy. The overriding policy for the investment of bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board.
 2. **Deferred Compensation Plans.** Investments related to the City's deferred compensation plans are not subject to this policy since third-party administrators manage them and the individual plan participant's direct investment and mutual fund selection. Deferred compensation plans must be approved by the City Council.

II. Prudence

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

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/21/11; 4/21/12

INVESTMENT POLICY

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

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

III. Objectives

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

IV. Delegation of Authority

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

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12

INVESTMENT POLICY

deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

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

V. Investment Procedures

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

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/21/11; 1/21/12

INVESTMENT POLICY

VI. Ethics and Conflict of Interest

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

VII. Investment Controls

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

VIII. Authorized Financial Dealers and Institutions

- A. The City Treasurer will obtain financial information from qualified institutions to determine if the institution markets in securities appropriate to the City's needs, can assign qualified sales representatives, and can provide written agreement to abide by the conditions set forth in the City of Moreno Valley Investment Policy.
- B. The City Treasurer will maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City who are authorized to provide investment services in the State of California. An eligible designation does not guarantee that the City will do business with the firm or institution.

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12

INVESTMENT POLICY

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

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

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

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/21/11; 4/21/12

INVESTMENT POLICY

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

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

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

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

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

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11;4/24/12

INVESTMENT POLICY

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

X. Collateralization

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

 Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/21/11; 1/21/12

INVESTMENT POLICY

B. Certificates of Deposit:

1. The market value of securities that underlay certificates of deposit shall be valued at 110% of the market value of principal and accrued interest.
2. The City Treasurer, at his/her discretion may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance Corporation.

C. Repurchase Agreements

1. The market value of securities that underlay certificates of deposit shall be valued at 102% of the market value of principal and accrued interest.
2. The value shall be adjusted no less than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102% no later than the next business day.

D. A clearly marked evidence of ownership, safekeeping receipt, must be supplied to the City and retained.

E. The City chooses to limit collateral to US Treasuries.

F. Collateral will always be held by an independent third-party with whom the entity has a current written custodial agreement.

G. The right of collateral substitution is granted based on the approval of the City Treasurer and City Manager.

XI. Safekeeping, Custody and Competitive Bids

A. Third-party safekeeping is required for all investments. Securities may be maintained by a banking institution or a broker/dealer firm for safekeeping as long as the securities are held in the City's name.

B. Third-party safekeeping arrangements will be approved by the City Treasurer and will be corroborated by a written custodial agreement.

C. All investment transactions of the City will be conducted using standard delivery vs. payment (DVP) procedures.

D. All securities held by the safekeeping custodian on behalf of the City shall have the City of Moreno Valley as the registered owner, and all interest and principal payments and withdrawals shall indicate the City of Moreno Valley as the payee.

E. All bank deposits will be FDIC insured or deposited with institutions that comply with the State collateral requirements for public funds.

F. Securities used as collateral for repurchase agreements with a maturity from one to seven days can be held in safekeeping by a third party bank trust department or by the broker/dealer's safekeeping institution, acting as the agent for the City, under the terms of a custody agreement executed by the selling institution and by the City specifying the City's "perfected" ownership of the collateral.

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12

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

XII. Diversification and Credit Risk Management

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

XIII. Maximum Maturities

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

XIV. Performance Standards

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

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/21/11; 1/21/12

INVESTMENT POLICY

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

XV. Reporting

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

XVI. Investment Policy Adoption

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

XVII. Record Retention

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

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12

APPENDIX E
FORM OF BOND COUNSEL OPINION

[BOND COUNSEL TO PROVIDE]

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (the “Disclosure Certificate”), dated [Closing Date], is executed and delivered by the City of Moreno Valley (the “City”), on behalf of itself and the Moreno Valley Public Financing Authority (the “Authority”), in connection with the issuance by the Authority of \$_____ aggregate principal amount of the Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014 (the “Bonds”). The Bonds are being issued pursuant to a Master Trust Agreement, dated as of December 1, 2013, as supplemented by a First Supplement to Master Trust Agreement, dated as of November 1, 2014 (collectively, the “Trust Agreement”), each by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

The Authority hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate.

This Disclosure Certificate is being executed and delivered by the City, for itself and on behalf of the Authority, for the benefit of the Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

Section 2. Definitions.

In addition to the definitions set forth in the Trust Agreement and in a Master Facilities Sublease, dated as of December 1, 2013, as amended by a First Amendment to Master Facilities Sublease, dated as of November 1, 2014 (collectively, the “Facilities Sublease”), each by and between the Authority and the City, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” shall mean the date in each year that is nine (9) months after the end of the City’s Fiscal Year, the end of which, as of the date of this Disclosure Certificate, is June 30.

“Dissemination Agent” shall mean, initially, the City, or any successor Dissemination Agent that is so designated in writing by the City and which has filed with the then current Dissemination Agent a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Official Statement” shall mean the Official Statement dated November __, 2014, relating to the Bonds.

“Participating Underwriter” shall mean Stifel, Nicolaus & Company, Incorporated, the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5), adopted by the Securities and Exchange Commission in compliance with the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2015, provide to MSRB an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) calendar days prior to each such Annual Report Date, the City shall provide its Annual Report to the Dissemination Agent, if such Dissemination Agent is a different entity than the City. The Annual Report must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as is prescribed by MSRB, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City (which include information regarding the funds and accounts of the City), if any, may be submitted separately from and later than the balance of the Annual Report if they are not available by the applicable Annual Report Date. If the City's Fiscal Year changes, the City shall provide written notice of such change in the same manner as for a Listed Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished hereunder. The Dissemination Agent may conclusively rely upon such certification of the City and shall have no duty or obligation to review such Annual Report.

(b) If the City is unable to provide to MSRB an Annual Report by the date required in subsection (a), the City shall send to MSRB a notice in substantially the form attached hereto as Exhibit A. Such notice must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as prescribed by MSRB.

(c) The Dissemination Agent shall:

- (i) provide any Annual Report received by it to the MSRB by the date required in subsection (a); and
- (ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided to MSRB pursuant to this Disclosure Certificate, and stating the date the Annual Report was so provided.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements of the City, which include information regarding the funds and accounts of the Authority, if any, for the most recent Fiscal Year of the City then ended. If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the City in a format similar to the audited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the City shall be audited by such auditor as shall then be required or permitted by State law or the Trust Agreement. Audited financial statements shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the City may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the City shall modify the basis upon which its financial statements are prepared, the City shall provide a notice of such modification to MSRB, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) To the extent not included in the audited financial statements provided pursuant to the foregoing Section 4(a), the Annual Report shall contain the following information:

- (i) revenues, expenditures, and beginning and ending fund balances relating to the General Fund of the City for the most recent completed Fiscal Year;
- (ii) property tax rates for property within the City for the most recently completed Fiscal Year;
- (iii) property tax levies, collections, and delinquencies for the most recently completed Fiscal Year; and
- (iv) outstanding debt of the City for the most recently completed Fiscal Year, including tax increment, revenue, and lease indebtedness.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Authority, the City, or related public entities, that are available to the public on MSRBS's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on any reserve fund for the Bonds reflecting financial difficulties;
- (iv) unscheduled draws on any credit enhancements securing the Bonds reflecting financial difficulties;
- (v) substitution of any credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to the rights of Owners of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers for the Bonds;
- (ix) defeasances;
- (x) any release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) any bankruptcy, insolvency, receivership, or similar event of the Authority or the City [this Listed Event is considered to occur when any of the following occur: the appointment

of a receiver, fiscal agent, or similar officer for the Authority or the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority or the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority or the City];

(xiii) the consummation of a merger, consolidation, or acquisition involving the Authority or the City or the sale of all or substantially all of the assets of the Authority or the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Upon and after the occurrence of a Listed Event listed under subsection (a)(ii), (a)(vii), (a)(viii), (a)(x), (a)(xiii), or (a)(xiv) above, the City shall as soon as possible determine if such event would be material under applicable federal securities laws. If the City determines that knowledge of the occurrence of such Listed Event would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below.

(c) Upon and after the occurrence of any Listed Event (other than a Listed Event listed under subsection (a)(ii), (a)(vii), (a)(viii), (a)(x), (a)(xiii), or (a)(xiv) above), the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below.

(d) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with MSRB, not in excess of ten (10) business days after the occurrence of such Listed Event. Such notice must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as prescribed by MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(viii) and (ix) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds pursuant to the Trust Agreement.

(e) The City hereby agrees that the undertaking set forth in this Disclosure Certificate is the responsibility of the City and that the Trustee or the Dissemination Agent shall not be responsible for determining whether the City's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

Section 6. Termination of Reporting Obligation. The obligations of the City, the Trustee, and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

The Dissemination Agent may resign by providing thirty days written notice to the City and the Trustee. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the City. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the City in a timely manner and in a form suitable for filing.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City and the Dissemination Agent may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived; provided that the following conditions are satisfied:

(a) If the amendment or waiver is related to annual or event information to be provided hereunder, it may only be made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature, or status of the City or the type of business conducted thereby;

(b) The undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The proposed amendment or waiver (i) is approved by Owners of the Bonds in the manner provided in the Trust Agreement for amendments to such Trust Agreement with the consent of Owners or (ii) does not, in the opinion of the City or nationally recognized bond counsel, materially impair the interest of Owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the annual financial information containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City and the Authority to meet their respective obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to MSRB.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of the occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Owner of a Bond, Participating Underwriter, or Trustee may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed a default under the Trust Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities, and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent and its officers, directors, employees, and agents, harmless against any loss, expense, and liabilities that it may incur arising out of or in the exercise or performance of its duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this section shall survive resignation or removal of the Dissemination Agent and payment of all of the Bonds. The Dissemination Agent shall not be responsible in any manner for the format or content of any notice or Annual Report prepared by the City pursuant to this Disclosure Certificate. The City shall pay the reasonable fees and expenses of the Dissemination Agent for its duties hereunder.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the City, the Trustee, the Dissemination Agent, the Participating Underwriter, and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: [Closing Date]

CITY OF MORENO VALLEY

Chief Financial Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Moreno Valley Public Financing Authority
Name of Bond Issue: Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014
Date of Issuance: [Closing Date]

NOTICE IS HEREBY GIVEN that the City of Moreno Valley (the “City”) has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate, dated [Closing Date], executed by the City. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF MORENO VALLEY

By: _____
Authorized Signatory

**FIRST SUPPLEMENT TO MASTER
TRUST AGREEMENT**

Between the

MORENO VALLEY PUBLIC FINANCING AUTHORITY

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee**

Dated as of November 1, 2014

**Relating to
\$XX,000,000
City of Moreno Valley Public Financing Authority
Lease Revenue Refunding Bonds, Series 2014**

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FIRST SUPPLEMENT TO MASTER TRUST AGREEMENT

THIS FIRST SUPPLEMENT TO MASTER TRUST AGREEMENT (this “First Supplement to Master Trust Agreement”), is made and entered into as of November 1, 2014, by and between the MORENO VALLEY PUBLIC FINANCING AUTHORITY, a public entity and agency (duly organized and existing pursuant to an Agreement entitled “Joint Exercise of Powers Agreement” by and between the City of Moreno Valley and the former Redevelopment Agency of the City of Moreno Valley) (the “Authority”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under and by virtue of the laws of the United States of America (the “Trustee”).

WITNESSETH:

WHEREAS, the City previously leased certain real property and improvements thereon (the “Facilities”) to the Authority pursuant to a Master Facilities Lease, dated as of December 1, 2013 (the “2013 Master Facilities Lease”);

WHEREAS, the Authority subleased the Facilities back to the City pursuant to a Master Facilities Sublease, dated as of December 1, 2013 (the “2013 Master Facilities Sublease”);

WHEREAS, the Authority issued its Lease Revenue Refunding Bonds, Series 2013 (the “Series 2013 Bonds”) pursuant to a Master Trust Agreement, dated as of December 1, 2013, (the “2013 Master Trust Agreement”) between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”), and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California;

WHEREAS, the proceeds of the Series 2013 Bonds were applied by the City to refund a portion of the Outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the “Series 2005 Bonds”);

WHEREAS, the 2013 Master Trust Agreement provides that, subject to the conditions set forth therein, in addition to the Series 2013 Bonds, the Authority may by execution of a Supplemental Trust Agreement without the consent of the Owners, provide for the execution and delivery of Additional Bonds secured by additional Base Rental Payments;

WHEREAS, the Authority intends to issue its Lease Revenue Refunding Bonds, Series 2014 (the “Series 2014 Bonds”) pursuant to this First Supplement to Master Trust Agreement, as so amended the “2014 Master Trust Agreement,” or simply the “Trust Agreement,” and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California;

WHEREAS, the proceeds of the Series 2014 Bonds will be applied by the City to refund the remaining outstanding Series 2005 Bonds (the “2014 Refunded Bonds”), referred to herein as the “2014 Refunding Project;”

WHEREAS, in order to accomplish such 2014 Refunding Project, the Authority and the City are entering into a First Amendment to Master Facilities Lease, dated as of November 1, 2014, in order to amend the 2013 Master Facilities Lease, as so amended, the 2014 Master

Facilities Lease,” or simply the “Lease” or the “Facilities Lease” (i) to add certain additional real property and improvements thereon to Exhibit A of the 2013 Master Facilities Lease and (ii) to make certain other modifications in order to provide for the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement;

WHEREAS, in addition, in order to accomplish such 2014 Refunding Project, the Authority and the City are entering into a First Amendment to Master Facilities Sublease, dated as of November 1, 2014, in order to amend the 2013 Master Facilities Sublease, as so amended, the 2014 Master Facilities Sublease,” or simply the “Sublease” or the “Facilities Sublease” (i) to add certain additional real property and improvements thereon to Exhibit A of the 2013 Master Facilities Sublease, (ii) to increase the amount of Base Rental Payments payable thereunder and (iii) to make certain other modifications in order to provide for the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement;

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

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties do hereby agree as follows:

PART 1

PARTICULAR AMENDMENTS

Part 1.1. Amendments to Section 1.01. (a) Section 1.01 of the Original Trust Agreement is hereby amended by modifying the following terms:

Bonds, Series 2013 Bonds, Series 2014 Bonds, Additional Bonds, Serial Bonds, Term Bonds

The term “Bonds” means the Series 2013 Bonds, the Series 2014 Bonds and all Additional Bonds. The term “Series 2013 Bonds” means all bonds of the Authority authorized by and at any time Outstanding pursuant hereto and executed, issued and delivered in accordance with Section 2.02(a) and Section 3.01. The term “Series 2014 Bonds” means all bonds of the Authority authorized by and at any time Outstanding pursuant hereto and executed, issued and delivered in accordance with Article XIII hereof. The term “Additional Bonds” means all bonds of the Authority authorized by and at any time Outstanding pursuant hereto and executed, issued and delivered in accordance with Article III. The term “Serial Bonds” means Bonds for which no sinking fund payments are provided. The term “Term Bonds” means Bonds which are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

Continuing Disclosure Certificate

The term Continuing Disclosure Certificate shall mean that certain Continuing Disclosure Certificate executed by the City dated the date of issuance and delivery of the Series 2013 Bonds and/or that certain Continuing Disclosure Certificate executed by the City dated the date of issuance and delivery of the Series 2014 Bonds, as appropriate, as each is originally executed and as each may be amended from time to time in accordance with the terms thereof.

Projects

The term “Projects” means the Series 2013 Refunding Project, the Series 2014 Refunding Project and all Additional Projects.

2014 Refunded Bonds; 2014 Refunding Project

The terms “2014 Refunded Bonds” and “2014 Refunding Project” have the meanings set forth in the preambles hereto.

(b) Section 1.01 of the Original Trust Agreement is hereby amended by adding thereto the following definitions:

2014 Irrevocable Refunding Instructions

The term “2014 Irrevocable Refunding Instructions” means the 2014 Irrevocable Refunding Instructions, dated November __, 2014, given by the City and the Authority to the Trustee.

Series 2014 Closing Date

The term “Series 2014 Closing Date” means _____, 2014.

PART 2

ADDITION OF ARTICLE XIII

Part 2.1. Addition of Article XIII. The 2013 Master Trust Agreement is hereby amended and supplemented by adding thereto an additional Article as follows:

ARTICLE XIII

SERIES 2014 BONDS

Section 13.01. Authorization of Series 2014 Bonds. A second Series of Bonds is hereby created and designated “Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014.” The aggregate principal amount of Series 2014 Bonds which may be issued and Outstanding under this Trust Agreement shall not exceed \$XX,000,000.

The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Series 2014 Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2014 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and that the Authority is now duly authorized, pursuant to each and every requirement of the Act, to issue the Series 2014 Bonds in the form and manner provided herein and that the Series 2014 Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

The validity of the issuance of the Series 2014 Bonds shall not be dependent on or affected in any way by the proceedings taken by the Authority for the financing of a capital improvement or by any contracts made by the Authority or its agents in connection therewith, and shall not be dependent upon the completion of a capital improvement or upon the performance by any person, firm or corporation of his or its obligation with respect thereto. The recital contained in the Series 2014 Bonds that the same are issued pursuant to the Act and pursuant hereto shall be conclusive evidence of their validity and of the regularity of their issuance, and all Series 2014 Bonds shall be incontestable from and after their issuance. The Series 2014 Bonds shall be deemed to be issued, within the meaning hereof, whenever the definitive Series 2014 Bonds (or any temporary Series 2014 Bonds exchangeable therefor) shall have been delivered to the purchaser thereof and the proceeds of sale thereof received.

Section 13.02. Terms of Series 2014 Bonds. The Series 2014 Bonds shall be issued in the aggregate principal amount of \$XX,000,000. The Series 2014 Bonds shall be dated as of the date of initial delivery, shall be issued only in fully registered form in Authorized Denominations (not exceeding the principal amount of Series 2014 Bonds maturing at any one time), and shall mature in the years and in the principal amounts and bear interest at the rates as set forth in the following schedule, subject to prior redemption as described in Article IV hereof:

<u>Series 2014 Bonds</u>		
<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>

The Series 2014 Bonds shall bear interest at the rates set forth above, payable commencing May 1, 2015, and semiannually thereafter on November 1 and May 1 in each year. The Series 2014 Bonds shall bear interest from the Interest Payment Date next preceding the date of registration thereof, unless such date of registration is an Interest Payment Date, in which event they shall bear interest from such date, or unless such date of registration is prior to the

first Interest Payment Date, in which event they shall bear interest from their dated date. The amount of interest so payable on any Interest Payment Date shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

Payment of interest on the Series 2014 Bonds due on or before the maturity or prior redemption thereof shall be paid by check mailed by first class mail on each Interest Payment Date to the person in whose name the Bond is registered as of the applicable Record Date for such Interest Payment Date at the address shown on the registration books maintained by the Trustee.

Section 13.03. Form of Series 2014 Bonds. The Series 2014 Bonds and the assignment to appear thereon shall be in substantially the forms set forth in Exhibit B hereto, with necessary or appropriate insertions, omissions and variations as permitted or required hereby.

Section 13.04. Execution of Series 2014 Bonds. The Executive Director of the Authority is hereby authorized and directed to execute each of the Series 2014 Bonds on behalf of the Authority and the Secretary of the Authority is hereby authorized and directed to countersign each of the Series 2014 Bonds on behalf of the Authority. The signatures of such Executive Director and Secretary may be by printed, lithographed or engraved by facsimile reproduction. In case any officer whose signature appears on the Series 2014 Bonds shall cease to be such officer before the delivery of the Series 2014 Bonds to the purchaser thereof, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery of the Series 2014 Bonds.

Only those Series 2014 Bonds bearing thereon a certificate of authentication in the form hereinbefore recited, executed manually and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such certificate of the Trustee shall be conclusive evidence that the Series 2014 Bonds so authenticated have been duly authorized, executed, issued and delivered hereunder and are entitled to the benefit, protection and security hereof.

Section 13.05. Special Covenants as to Book-Entry Only System for Series 2014 Bonds. (a) Except as otherwise provided in subsections (b) and (c) of this Section, all of the Series 2014 Bonds initially issued shall be registered in the name of Cede & Co., as nominee for DTC, or such other nominee as DTC shall request pursuant to the Representation Letter. Payment of the interest on any Series 2014 Bond registered in the name of Cede & Co. shall be made on each Interest Payment Date for such Series 2014 Bonds to the account, in the manner and at the address indicated in or pursuant to the Representation Letter.

(b) The Series 2014 Bonds initially shall be issued in the form of a single authenticated fully registered bond for each stated maturity of such Series 2014 Bonds, representing the aggregate principal amount of the Series 2014 Bonds of such maturity. Upon initial issuance, the ownership of all such Series 2014 Bonds shall be registered in the registration records maintained by the Trustee pursuant to Section 2.09 in the name of Cede & Co., as nominee of DTC, or such other nominee as DTC shall request pursuant to the Representation Letter. The Trustee, the Authority and any paying agent may treat DTC (or its

nominee) as the sole and exclusive owner of the Series 2014 Bonds registered in its name for the purposes of payment of the principal or redemption price of and interest on such Series 2014 Bonds, selecting the Series 2014 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders hereunder, registering the transfer of Series 2014 Bonds, obtaining any consent or other action to be taken by Bondholders of the Series 2014 Bonds and for all other purposes whatsoever; and neither the Trustee nor the Authority or any paying agent shall be affected by any notice to the contrary. Neither the Trustee nor the Authority or any paying agent shall have any responsibility or obligation to any "Participant" (which shall mean, for purposes of this Section, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the Series 2014 Bonds under or through DTC or any Participant, or any other person which is not shown on the registration records as being a Bondholder, with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount in respect of the principal or redemption price of or interest on the Series 2014 Bonds, (iii) any notice which is permitted or required to be given to Bondholders of Series 2014 Bonds hereunder, (iv) the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2014 Bonds, or (v) any consent given or other action taken by DTC as Bondholder of Series 2014 Bonds. The Trustee shall pay all principal of and premium, if any, and interest on the Series 2014 Bonds only at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter, and all such payments shall be valid and effective to satisfy fully and discharge the Authority's obligations with respect to the payment of the principal of and premium, if any, and interest on the Series 2014 Bonds to the extent of the sum or sums so paid. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of its then existing nominee, the Series 2014 Bonds will be transferable to such new nominee in accordance with subsection (e) of this Section.

(c) In the event that the Authority determines that the Series 2014 Bonds should not be maintained in book-entry form, the Trustee shall, upon the written instruction of the Authority, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of bond certificates. In such event, the Series 2014 Bonds will be transferable in accordance with subsection (e) of this Section. DTC may determine to discontinue providing its services with respect to the Series 2014 Bonds or a portion thereof, at any time by giving written notice of such discontinuance to the Authority or the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event, the Series 2014 Bonds will be transferable in accordance with subsection (e) of this Section. If at any time DTC shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor securities depository is not appointed by the Authority within 90 days after the Authority receives notice or becomes aware of such condition, as the case may be, then this Section shall no longer be applicable and the Authority shall execute and the Trustee shall authenticate and deliver certificates representing the Series 2014 Bonds as provided below. Whenever DTC requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all certificates evidencing the Series 2014 Bonds then Outstanding. In such event, the Series 2014 Bonds will be transferable to such securities depository in accordance with subsection (e) of this Section, and thereafter, all

references in this Trust Agreement to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

(d) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Series 2014 Bonds Outstanding are registered in the name of any nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on each such Series 2014 Bond and all notices with respect to each such Series 2014 Bond shall be made and given, respectively, to DTC as provided in or pursuant to the Representation Letter.

In the event that any transfer or exchange of Series 2014 Bonds is authorized under subsection (b) or (c) of this Section, such transfer or exchange shall be accomplished upon receipt by the Trustee from the registered owner thereof of the Series 2014 Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Sections 2.07 and 2.08. In the event Series 2014 Bond certificates are issued to Bondholders other than Cede & Co., its successor as nominee for DTC as holder of all the Series 2014 Bonds, another securities depository as holder of all the Series 2014 Bonds, or the nominee of such successor securities depository, the provisions of Sections 2.07 and 2.08 shall also apply to, among other things, the registration, exchange and transfer of the Series 2014 Bonds and the method of payment of principal of, premium, if any, and interest on the Series 2014 Bonds.

Section 13.06. Deposit of Proceeds of Series 2014 Bonds; Other Moneys. The proceeds received from the sale of the Series 2014 Bonds in the amount of \$_____ (consisting of the par amount of the Series 2014 Bonds of \$XX,000,000.00, plus a net original issue premium of \$_____, less an underwriter's discount of \$_____), plus the amount of \$_____ held in the reserve account established for the 2014 Refunded Bonds shall be transferred for deposit by the Trustee to the following respective funds or accounts:

(a) The Trustee shall deposit in the Costs of Issuance Fund established pursuant to Section 3.01 hereof the net amount of \$_____;

(b) The Trustee deposit the sum of \$_____ in the Escrow Account which account is hereby created and which account the Trustee hereby agrees to maintain until payment of the redemption price of the 2014 Refunded Bonds, as described in the 2014 Irrevocable Refunding Instructions. All money in the Escrow Account shall be governed exclusively by and applied in accordance with the 2014 Irrevocable Refunding Instructions, which 2014 Irrevocable Refunding Instructions are for that purpose incorporated herein by reference.

The deposits required of the Trustee set forth above into funds or accounts shall be deemed made by the transfer of funds by the Trustee in accordance with the instructions of the City. To facilitate any transfers to or for the benefit of the City required in this Section 13.06, the Trustee may, in its discretion open a temporary fund or account on its records which shall be closed upon completion of such transfers.

Section 13.07. Redemption of Series 2014 Bonds. The Series 2014 Bonds shall be subject to redemption prior to their Principal Payment Date as set forth in this Section.

(a) *Extraordinary Redemption.* The Series 2014 Bonds are subject to redemption by the Authority on any date prior to their respective stated maturities, upon notice as hereinafter provided, as a whole or in part by lot within each stated maturity in integral multiples of Authorized Denominations, from prepayments made by the City pursuant to Section 7.02(A) of the Sublease, at a Redemption Price equal to the sum of the principal amount thereof, without premium, plus accrued interest thereon to the Redemption Date.

(b) *Optional Redemption.* The Series 2014 Bonds maturing on and after November 1, 2025 are subject to optional redemption prior to their stated Principal Payment Dates, on any date on or after November 1, 2024, in whole or in part, in Authorized Denominations, from and to the extent of prepaid Base Rental Payments paid pursuant to subsection (B) of Section 7.02 of the Sublease, any such prepayment to be at a Redemption Price equal to the principal amount of the Series 2014 Bonds to be redeemed, plus accrued interest thereon to the Redemption Date, without premium.

(c) *Mandatory Sinking Account Prepayment.* The Series 2014 Bonds with a stated Principal Payment Date of November 1, 2035 are subject to prepayment prior to such stated Principal Payment Date, in part, from Mandatory Sinking Account Payments, on each November 1 specified below, at a Redemption Price equal to the principal amount of the Series 2014 Bonds to be redeemed, plus accrued interest thereon to the Redemption Date, without premium. The principal of such Series 2014 Bonds to be so redeemed and the dates therefor shall be as follows:

Prepayment Date (November 1)	Principal Component To Be Redeemed
2031	
2032	
2033	
2034	
2035*	

*Stated Principal Payment Date

The amount of each such redemption shall be reduced proportionately in the event and to the extent of any and all redemptions of Series 2014 Bonds with a stated Principal Payment Date of November 1, 2035, pursuant to any provision hereof other than redemptions made pursuant to the preceding paragraph.

(d) *Selection of Bonds for Redemption.* Whenever less than all of the Outstanding Bonds are to be redeemed on any one date, the Trustee shall select, in accordance with written directions from the Authority, the Bonds to be redeemed in part from the Outstanding Bonds so that the aggregate annual principal amount of and interest on Bonds which shall be payable after such Redemption Date shall be as nearly proportional as practicable to the aggregate annual principal amount of and interest on Bonds Outstanding prior to such Redemption Date. If less than all Outstanding Series 2014 Bonds of the same Series maturing by their terms on any one

date are to be redeemed at any one time, the Trustee shall select the Series 2014 Bonds of such maturity date to be redeemed by lot and shall promptly notify the Authority in writing of the numbers of the Series 2014 Bonds so selected for redemption. For purposes of such selection, Series 2014 Bonds shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed. In the event Term Bonds are designated for redemption, the Authority may designate which sinking account payments are allocated to such redemption.

(e) *Notice of Redemption; Cancellation; Effect of Redemption.* Notice of redemption shall be mailed by first-class mail by the Trustee, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to (i) the respective Bondholders of the Series 2014 Bonds designated for redemption at their addresses appearing on the registration books of the Trustee, (ii) the Securities Depositories and (iii) one or more Information Services. Notice of redemption to the Securities Depositories and the Information Services shall be given by registered mail or overnight delivery or facsimile transmission or by such other method acceptable to such institutions. Each notice of redemption shall state the date of such notice, the date of issue of the Bonds, the Series, the redemption date, the Redemption Price, the place or places of redemption (including the name and appropriate address of the Trustee), the CUSIP number (if any) of the maturity or maturities, and, if less than all of any such maturity is to be redeemed, the distinctive certificate numbers of the Series 2014 Bonds of such maturity, to be redeemed and, in the case of Series 2014 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on said date there will become due and payable on each of said Series 2014 Bonds the redemption price thereof, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Series 2014 Bonds be then surrendered at the address of the Trustee specified in the redemption notice. Failure to receive such notice or any defect in such notice shall not invalidate any of the proceedings taken in connection with such redemption.

The Authority may, at its option, prior to the date fixed for redemption in any notice of redemption rescind and cancel such notice of redemption by Written Request to the Trustee and the Trustee shall mail notice of such cancellation to the recipients of the notice of redemption being cancelled.

If notice of redemption has been duly given as aforesaid and money for the payment of the redemption price of the Bonds called for redemption is held by the Trustee, then on the redemption date designated in such notice Bonds so called for redemption shall become due and payable, and from and after the date so designated interest on such Bonds shall cease to accrue, and the Bondholders of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

All Series 2014 Bonds redeemed pursuant to the provisions of this Article shall be cancelled by the Trustee and shall be destroyed with a certificate of destruction furnished to the Authority upon its request and shall not be reissued.

PART 3

MISCELLANEOUS

Part 3.1. Effect of First Supplement to Master Trust Agreement. This First Supplement to Master Trust Agreement and all of the terms and provisions herein contained shall form part of the 2013 Master Trust Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the 2013 Master Trust Agreement. The 2013 Master Trust Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this First Supplement to Master Trust Agreement and the terms of the 2013 Master Trust Agreement (as in effect on the day prior to the effective date of this First Supplement to Master Trust Agreement), the terms of this First Supplement to Master Trust Agreement shall prevail.

Part 3.2. Execution in Counterparts. This First Supplement to Master Trust Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 3.3. Effective Date. This First Supplement to Master Trust Agreement shall become effective upon its execution and delivery.

IN WITNESS WHEREOF, the parties hereto have executed this First Supplement to Master Trust Agreement by their officers thereunto duly authorized as of the day and year first written above.

MORENO VALLEY PUBLIC FINANCING
AUTHORITY

By: _____
Michelle Dawson, Executive Director

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

Acknowledged:

CITY OF MORENO VALLEY

By: _____
Michelle Dawson, City Manager

lawful money of the United States of America upon presentation of this Bond at the principal office of Wells Fargo Bank, National Association, in San Francisco or Los Angeles, California.

This Bond is one of a duly authorized issue of bonds of the Authority designated as its “Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds” (the “Bonds”) and is one of a duly authorized series of such Bonds known as “Series 2014” (the “Series 2014 Bonds”) issued in an aggregate principal amount of \$XX,000,000, all of like tenor and date (except for such variations, if any, as may be required to designate varying numbers, maturities and interest rates), and is issued under and pursuant to the provisions of the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended) and all laws amendatory thereof or supplemental thereto (the “Act”) and under and pursuant to the provisions of a master trust agreement, dated as of December 1, 2013, as amended by a first supplement thereto, dated as of November 1, 2014 (and as further amended from time to time, the “Trust Agreement”), between the Authority and Wells Fargo Bank, National Association, as trustee (together with any successor as trustee under the Trust Agreement, the “Trustee”) (copies of the Trust Agreement are on file at the principal office of the Trustee in San Francisco, California).

The Bonds are issued to provide funds to refund certain outstanding lease revenue bonds of the Authority. The Bonds are limited obligations of the Authority and are payable, as to interest thereon and principal thereof, solely from certain proceeds of the Bonds held in certain funds and accounts pursuant to the Trust Agreement and the revenues (as more fully defined in the Trust Agreement, the “Revenues”) derived from Base Rental Payments and other payments made by the City of Moreno Valley (the “City”), and all interest or other investment income thereon, pursuant to the Master Facilities Sublease, dated as of December 1, 2013, as amended by a First Amendment thereto, dated as of November 1, 2014 (as further amended from time to time, the “Facilities Sublease”), by and between the Authority and the City, and the Authority is not obligated to pay the interest or premium, if any, on and principal of the Bonds except from the Revenues. All Bonds are equally and ratably secured in accordance with the terms and conditions of the Trust Agreement by a pledge of and charge and lien upon the Revenues, and the Revenues constitute a trust fund for the security and payment of the interest or premium, if any, on and principal of the Bonds as provided in the Trust Agreement. The full faith and credit of the Authority and the City are not pledged for the payment of the interest or premium, if any, on or principal of the Bonds. No tax shall ever be levied to pay the interest on or principal of the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge or lien upon any property of the Authority or any of its income or receipts except the Revenues, and neither the payment of the interest on nor principal of the Bonds is a debt, liability or general obligation of the Authority, the City or any member of the Authority for which such entity is obligated to levy or pledge any form of taxation. Additional bonds payable from the Revenues may be issued which will rank equally as to security with the Bonds, but only subject to the conditions and upon compliance with the procedures set forth in the Trust Agreement. Reference is hereby made to the Act and to the Trust Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Revenues, the rights of the registered owners of the Bonds, security for payment of the Bonds, remedies upon default and limitations thereon, and amendment of the Trust Agreement (with or without consent of the registered owners of the Bonds); and all the terms of the Trust Agreement are hereby incorporated herein and constitute a

contract between the Authority and the registered owner of this Bond, to all the provisions of which the registered owner of this Bond, by acceptance hereof, agrees and consents.

The Bonds are subject to redemption by the Authority on the dates, and at the redemption prices, set forth in the Trust Agreement.

Notice of redemption of this Bond shall be given by first-class mail not less than thirty (30) days nor more than sixty (60) days before the redemption date to the registered owner of any Bond selected for redemption, subject to and in accordance with provisions of the Trust Agreement with respect thereto. If notice of redemption has been duly given as aforesaid and money for the payment of the above-described redemption price is held by the Trustee, then this Bond shall, on the redemption date designated in such notice, become due and payable at the above-described redemption price; and from and after the date so designated, interest on this Bond shall cease to accrue and the registered owner of this Bond shall have no rights with respect hereto except to receive payment of the redemption price hereof.

If an Event of Default (as defined in the Trust Agreement) shall occur, the Trust Agreement provides that the Trustee may take certain actions and exercise certain remedies as provided in the Trust Agreement.

This Bond is transferable only on a register to be kept for that purpose at the above-mentioned corporate trust office of the Trustee by the registered owner hereof in person or by the duly authorized attorney of such owner upon payment of the charges provided in the Trust Agreement and upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the duly authorized attorney of such owner, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount in authorized denominations will be issued to the transferee in exchange therefor. The Authority and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of the interest hereon and principal hereof and for all other purposes, whether or not this Bond shall be overdue, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of this Bond shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this Bond to the extent of the sum or sums so paid.

This Bond shall not be entitled to any benefit, protection or security under the Trust Agreement or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been executed and dated by the Trustee.

It is hereby certified and recited that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Act, and by the Constitution and laws of the State of California, that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Moreno Valley Public Financing Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Executive Director of the Authority and countersigned by the manual or facsimile signature of the Secretary of said Authority, and has caused this Bond to be dated as of the original issue date specified above.

MORENO VALLEY PUBLIC FINANCING
AUTHORITY

By: _____
Executive Director

Countersigned:

Secretary

[FORM OF CERTIFICATE OF AUTHENTICATION
TO APPEAR ON SERIES 2014 BONDS]

This is one of the Bonds described in the within-mentioned Trust Agreement
which has been registered and authenticated on _____.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT TO
APPEAR ON SERIES 2014 BONDS]

For value received the undersigned hereby sells, assigns and transfers unto (Taxpayer Identification Number: _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

NOTE: The signature to this Assignment must correspond with the name as written on the face of the Bond in every particular, without alteration or enlargement or any change whatever.

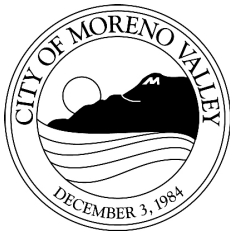
Dated: _____

PLEASE INSERT SOCIAL SECURITY NUMBER, TAXPAYER IDENTIFICATION NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

Signature Guaranteed:

NOTE: Signature must be guaranteed by an eligible guarantor institution.

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

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Community & Economic Development Director

AGENDA DATE: October 28, 2014

TITLE: A PUBLIC HEARING FOR APPROVAL OF GENERAL PLAN AMENDMENT (PA14-0055) FROM RESIDENTIAL 20 (R20) TO RESIDENTIAL 30 (R30) AND CHANGE OF ZONE (PA14-0055) FROM RESIDENTIAL 20 (R20) TO RESIDENTIAL 30 (R30) FOR FOUR PARCELS TOTALLING 13.9 ACRES AT THE SOUTHEAST CORNER OF BOX SPRINGS ROAD AND CLARK STREET. THE APPLICANT IS OAK PARC PARTNERS, LLP.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. **ADOPT** a Negative Declaration for PA14-0055 (General Plan Amendment) and PA14-0054 (Change of Zone). The projects, individually and cumulatively, will not result in a significant effect on the environment.
2. **ADOPT** Resolution No. 2014-85. A Resolution of the City Council of the City of Moreno Valley, California, Approving PA14-0055 (General Plan Amendment) to change the land use from Residential 20 (R20) to Residential 30 (R30) for four parcels on approximately 13.9 acres (APNS: 291-050-003, 291-050-004, 291-050-012 and 291-050-013.) Located at the southeast corner of Box Springs Road and Clark Street.
3. **INTRODUCE** Ordinance No. 886. An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA14-0054 (Change of Zone) changing the zoning from Residential 20 (R20) to Residential 30 (R30) on four parcels approximately 13.9 acres (APNS: 291-050-003, 291-050-004, 291-050-012 and 291-050-013) Located at the southeast corner of Box Springs Road and Clark Street.

SUMMARY

The property owner, Oak Parc Partners LP is requesting the approval of a General Plan Amendment to change the land use designation from Residential 20 to Residential 30 and the approval of a Change of Zone from Residential 20 (R20) to Residential 30 (R30) on four parcels, consisting of 13.9 acres located at 21950 Box Springs road in the northwestern portion of the City.

The General Plan designation and Change of Zone from R20 to R30, both multiple family designations, will provide the opportunity to increase the number of units that can be developed on the site. The existing R20 provides a range of 16 to 20 dwelling units per acre for a maximum of 248 units. The R30 ranges from 24 to 30 dwelling units per acre. The proposed General Plan Amendment and Change of Zone would increase the number of units permitted by 124 units to a maximum 372.

The application does not include a development project. However, there is an entitled 240 unit apartment project approved through PA07-0017 on December 11, 2007. If the proposed General Plan Amendment and Change of Zone are approved, a new Plot Plan application would need to be submitted to the City for review to take advantage of the new land use designation and zoning classification. The applicant has provided a conceptual design for the type of project they are interested in pursuing on the property (Attachment 9). This design has not been formally submitted and is not subject to review or approval at this time.

DISCUSSION

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its October 9, 2014 meeting recommended by a vote 6-0-1 in favor (with one recusal), that the City Council Adopt a Negative Declaration and approve the General Plan Amendment and Change of Zone as presented.

BACKGROUND

General Plan Amendment

The site has a current General Plan designation of Residential 20 which provides for development of 16 to 20 dwelling units per acre. Typical development consists of townhomes, condominiums, apartments, senior housing, and stacked flats. Multiple-Family Residential encourages the development of integrated projects that provide complementary open spaces and amenities on-site which are close to transportation routes and commercial uses.

The request to change to Residential 30 will allow for a range of 24 to 30 dwelling units per acre. As with Residential 20, the typical development consists of townhomes, condominiums, apartments, senior housing, and stacked flats. It also encourages the

development of integrated projects that provide complementary open spaces and amenities on-site which are close to transportation routes and commercial uses.

Change of Zone

To be consistent with the General Plan, the proposed project includes a request for a Change of Zone. The current zoning is R20 which allows the development of multi-family projects with a range of 16 to 20 dwelling units per acre. The proposed Change of Zone requests R30 to provide for a range of 24 to 30 dwelling units per acre.

The proposed Change of Zone would require a modification of the existing project or a new project submittal to meet the R30 requirements and conform to the City's Municipal Code for development within the R30 zone.

Site

The site, consisting of four parcels is located on the south side of Box Springs Road east of Clark Street at 21590 Box Springs Road. Most of the site is vacant, with the exception of Parcel 2, which includes a telecommunications facility on the southeast portion.

Surrounding properties are zoned commercial and residential, and are largely built-out. The properties to the north between Day Street and Morton Road are zoned Office (O), single family (Residential 5 (R5)), and multi-family zones with Residential 15 and Residential 20.

The site is bounded by two commercial properties, one a shopping center, Highway 60 and Box Springs Road. This nearby shopping center, offices, and freeway access, could support additional residential units. Overall the requested land use change supports the jobs/housing balance benefit, as referenced in the General Plan and promotes sustainable planning efforts by providing housing near shopping, job centers, and transportation corridors.

The increase in the number of units will result in more future residents that have easy access to the shopping opportunities, as well as, potential jobs.

The type and density of residential development that may subsequently result from the proposed General Plan Amendment and Change of Zone compliments the area and is compatible with the planned and established land use pattern of northeast Moreno Valley and will not conflict with the goals, objectives, policies and programs of the General Plan.

Environmental

An Initial Study has been completed for the proposed General Plan Amendment and Change of Zone. Based on the Initial Study, a determination has been made that the proposed project as presented will not result in the potential for significant impacts to the environment.

ALTERNATIVES

1. Adopt a Negative Declaration for PA14-0055 (General Plan Amendment) and PA14-0054 (Change of Zone) in compliance with the California Environmental Quality Act, and approve proposed resolution approving PA14-0055 (General Plan Amendment) and PA14-0054 (Change of Zone). Staff recommends this alternative.
2. Do not adopt a Negative Declaration for PA14-0055 (General Plan Amendment) and PA14-0054 (Change of Zone) in compliance with the California Environmental Quality Act, and do not approve resolution approving PA14-0055 (General Plan Amendment) and PA14-0054 (Change of Zone). Staff does not recommend this alternative.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. No comments have been received to date.

ATTACHMENTS

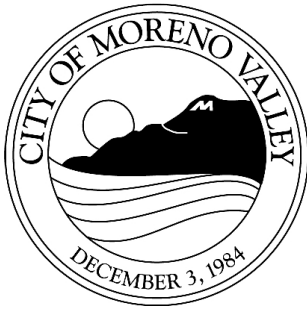
1. Public Hearing Notice
2. Proposed Resolution
3. Proposed Ordinance
4. Planning Commission Staff Report
5. Negative Declaration
6. Initial Study
7. Existing General Plan designation map
8. Existing Zoning Map
9. Conceptual Elevation and Site Plan

Prepared By:
Julia Descoteaux
Associate Planner

Department Head Approval:
John C. Terrell AICP
Community & Economic Development Director

Concurred By:
Richard Sandzimier
Planning Official

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Notice of PUBLIC HEARING

This may affect your property. Please read. Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE : PA14-0054 Change of Zone
PA14-0055 General Plan Amendment

APPLICANT: Oak Parc Partners, LP

OWNER: Garry Brown

REPRESENTATIVE: Trip Hord, Trip Hord Associates

LOCATION: 21595 Box Springs Road
APN: 291-050-003, 004 & 294-050-012, 013

PROPOSAL: A General Plan Amendment and Change of Zone on 13.9 acres changing the General Plan designation and the zoning from Residential 20 (R20) to Residential 30 (R-30).

ENVIRONMENTAL DETERMINATION: This item will not have a significant effect on the environment and approval of a Negative Declaration is recommended.

COUNCIL DISTRICT: No 2

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION ACTION: The Planning Commission at its October 9, 2014 meeting recommended by a vote of 6-0-1 in favor (with one recusal), that the City Council Adopt a Negative Declaration and approve the General Plan Amendment and Change of Zone.

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday and Fridays 7:30a.m. to 4:30 p.m.), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public

Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.



LOCATION N Ø

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: October 28, 2014 at 6:00 PM
CONTACT PLANNER: Julia Descoteaux
PHONE: (951) 413-3209

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RESOLUTION NO. 2014-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA14-0055 (GENERAL PLAN AMENDMENT) TO CHANGE THE LAND USE FROM RESIDENTIAL 20 (R20) TO RESIDENTIAL 30 (R30) FOR FOUR PARCELS ON APPROXIMATELY 13.9 ACRES (APNS: 291-050-003, 291-050-004, 291-050-012 AND 291-050-013.) LOCATED ON THE SOUTH EAST CORNER OF BOX SPRINGS ROAD AND CLARK STREET

WHEREAS, the applicant, Oak Parc Partners LLP, submitted Application No. PA14-0055 requesting a General Plan Amendment for the land use for certain property, as described in the title of this resolution and Exhibit A; and

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications, reservations and other exactions as provided herein; and

WHEREAS, an environmental assessment, including an Initial Study, has been prepared to address the environmental impacts associated with application PA14-0055 as described above and a Negative Declaration is recommended pursuant to the California Environmental Quality Act (CEQA), as there is no evidence the proposed applications, as presented, will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on October 9, 2014, the Planning Commission of the City of Moreno Valley held a hearing to consider the proposed land use change, including applications PA14-0055 (General Plan) and PA14-0054 (Change of Zone). At said meeting, the Planning Commission recommended that the City Council approve PA14-0055 and PA14-0054; and,

WHEREAS, on October 28, 2014, the City Council of the City of Moreno Valley held a public hearing to consider the consider the subject General Plan Amendment; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, all of the facts set forth in this Resolution are true and correct.

1
Resolution No. 2014-85
Date Adopted: October 28, 2014

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA14-0055:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. **Conformance with General Plan Policies** – The proposed General Plan Amendment is consistent with existing goals, objectives, policies and programs of the General Plan.

FACT: The project includes two applications, a General Plan Amendment and Zone Change to modify the existing land use for four parcels (Assessor's Parcel Numbers 291-050-003, 004, 012 & 013). This project proposes to change the General Plan designation for 13.9 acres from Residential 20 (R20) to R30 (Residential 30)

The request for the General Plan Amendment and Change of Zone is made by the owner of the property to increase the number of units that can be developed on the site. The existing R20 provides a range from 16 to 20 dwelling units per acre; the proposed R30 will provide for 24 to 30 dwelling units per acre. The proposed would not be in conflict with existing General Plan policies, goals, objectives and programs of the General Plan.

The Transportation Engineering Division required a traffic letter for the General Plan Amendment/Change of Zone to address the potential increase in traffic with the increase in density from 20 dwelling units per acres to 30 dwelling units per acre. Based on the letter, no unacceptable service levels or other negative impacts to the City's circulation system have been identified.

2. **Health, Safety and Welfare** – The proposed General Plan Amendment will not be detrimental to public health, safety or welfare.

FACT: The proposed General Plan Amendment will not adversely affect public health, safety or general welfare. An Initial Study has been completed for the proposed project. Based upon the Initial Study, a determination has been made that the proposed project will not result in the potential for significant impacts to the environment. Therefore, adoption of a Negative Declaration is recommended.

2
Resolution No. 2014-85
Date Adopted: October 28, 2014

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY APPROVE Resolution No. 2014-85 approving PA14-0055; subject to the revised General Plan Maps attached to this Resolution as Exhibit A.

APPROVED AND ADOPTED this 28th day of October, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

3
Resolution No. 2014-85
Date Adopted: October 28, 2014

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2014-85 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of October, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

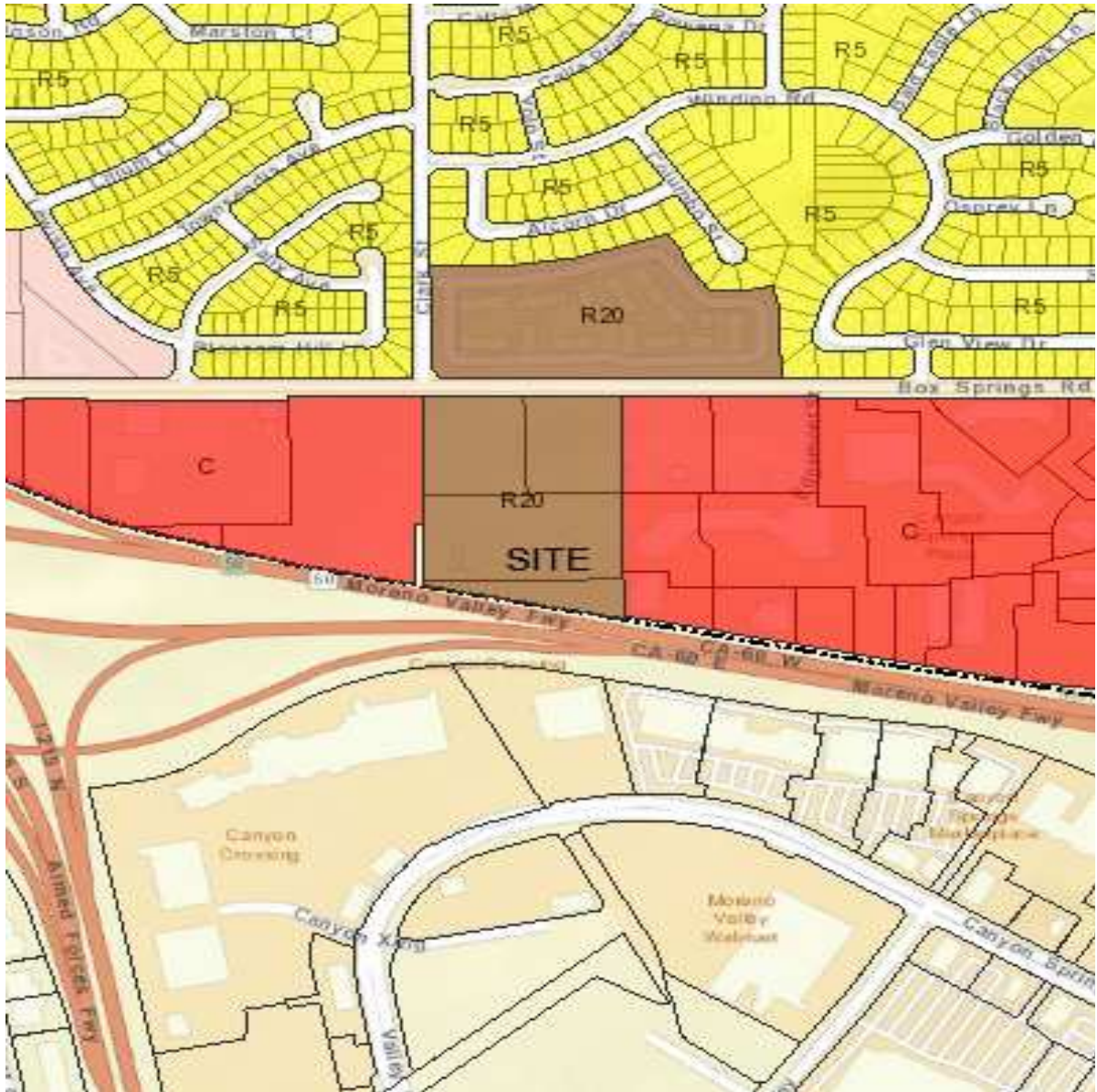
CITY CLERK

(SEAL)

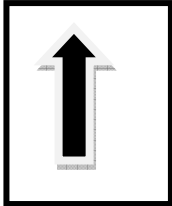
4
Resolution No. 2014-85
Date Adopted: October 28, 2014



GENERAL PLAN AMENDMENT
RESOLUTION NO. 2014-85
(Related to PA14-0055)
Date Adopted: October 28, 2014



Proposed Land Use: Residential 30 (R30)	
Current Land Use: Residential 20 (R20)	



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ORDINANCE NO. 886

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA14-0054 (CHANGE OF ZONE) CHANGING THE ZONING FROM RESIDENTIAL 20 (R20) TO RESIDENTIAL 30 (R30) ON FOUR PARCELS APPROXIMATELY 13.9 ACRES (APNS: 291-050-003, 291-050-004, 291-050-012 AND 291-050-013) LOCATED AT THE SOUTHEAST CORNER OF BOX SPRINGS ROAD AND CLARK STREET

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

SECTION 1.

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies were invited to and/or presented testimony and documentation.

1.3 Page 44 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Change (PA14-0054) of the four parcels into Residential 30 (R30).

1.4. An Initial Study has been completed for PA14-0054 (Zone Change). Based upon the Initial Study, a determination has been made that this project will not result in a significant impact to the environment. Therefore, adoption of a Negative Declaration is appropriate.

SECTION 2: FINDINGS

2.1 With respect to the proposed change to page 44 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on October 14, 2014, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Change of Zone is consistent with the General Plan and its goals, objectives, policies and programs.

FACT: The project includes two applications, a General Plan Amendment and Zone Change to change the existing land use designation for four parcels (Assessor's Parcel Numbers 291-050-003, 291-050-004, 291-050-012 AND 291-050-013) to Residential 30 (R30). This project proposes to change the General

Plan designation from Residential 20 (R20) to Residential 30 (R30) and the zoning designation from Residential 20 (R20) to Residential 30 (R30).

With the approval of the General Plan Amendment, the proposed zone change would be consistent with the General Plan's goals and policies. There is no development application associated with the proposed land use change. The request for the General Plan Amendment and Change of Zone was made by the owner of the property, Oak Parc Partners LP.

The Transportation Engineering Division required a traffic letter for the General Plan Amendment/Change of Zone to address the potential impacts with an increase in dwelling units from the existing R20 zoning to a R30 zoning. Based on their review, no unacceptable service levels or other negative impacts to the City's circulation system have been identified.

2. Health, Safety and Welfare – The proposed Change of Zone will not be detrimental to public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed Change of Zone will not adversely affect public health, safety or general welfare. An Initial Study has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA). Based on the Initial Study, it was determined that the potential impacts of the project are at a less than significant level. A Negative Declaration is recommended.

3. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

FACT: As proposed, the Change of Zone from Residential 20 (R20) to R30 (Residential 30) for the 13.9 acres is consistent with the purposes and intent of Title 9. A residential development under the R30 would continue to further the comprehensive and orderly development of the site and surrounding areas. The proposed Residential 30 (R30) use is compatible with the established land use designations of the parcels in the area.

SECTION 3: ZONE CHANGE

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts a Zone Change to change the zoning district from Residential 20 (R20) to R30 (Residential 30) for the approximately 13.9 acres located at the south of Box Springs Road west of Day Street (APNs: 291-050-003, 291-050-004, 291-050-012 and 291-050-013), subject to the revised zoning designations depicted in the attached Exhibit A.

SECTION 4: EFFECT OF ENACTMENT

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

SECTION 5: NOTICE OF ADOPTION

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

SECTION 6: EFFECTIVE DATE

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

APPROVED AND ADOPTED this 9th day of December, 2014.

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. 886 had its first reading on October 28, 2014 and had its second reading on December 9, 2014, 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 December, 2014, by the following vote:

AYES:

NOES:

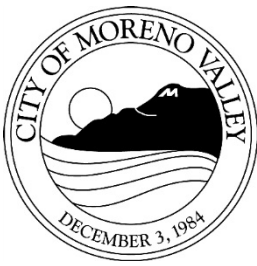
ABSENT:

ABSTAIN:

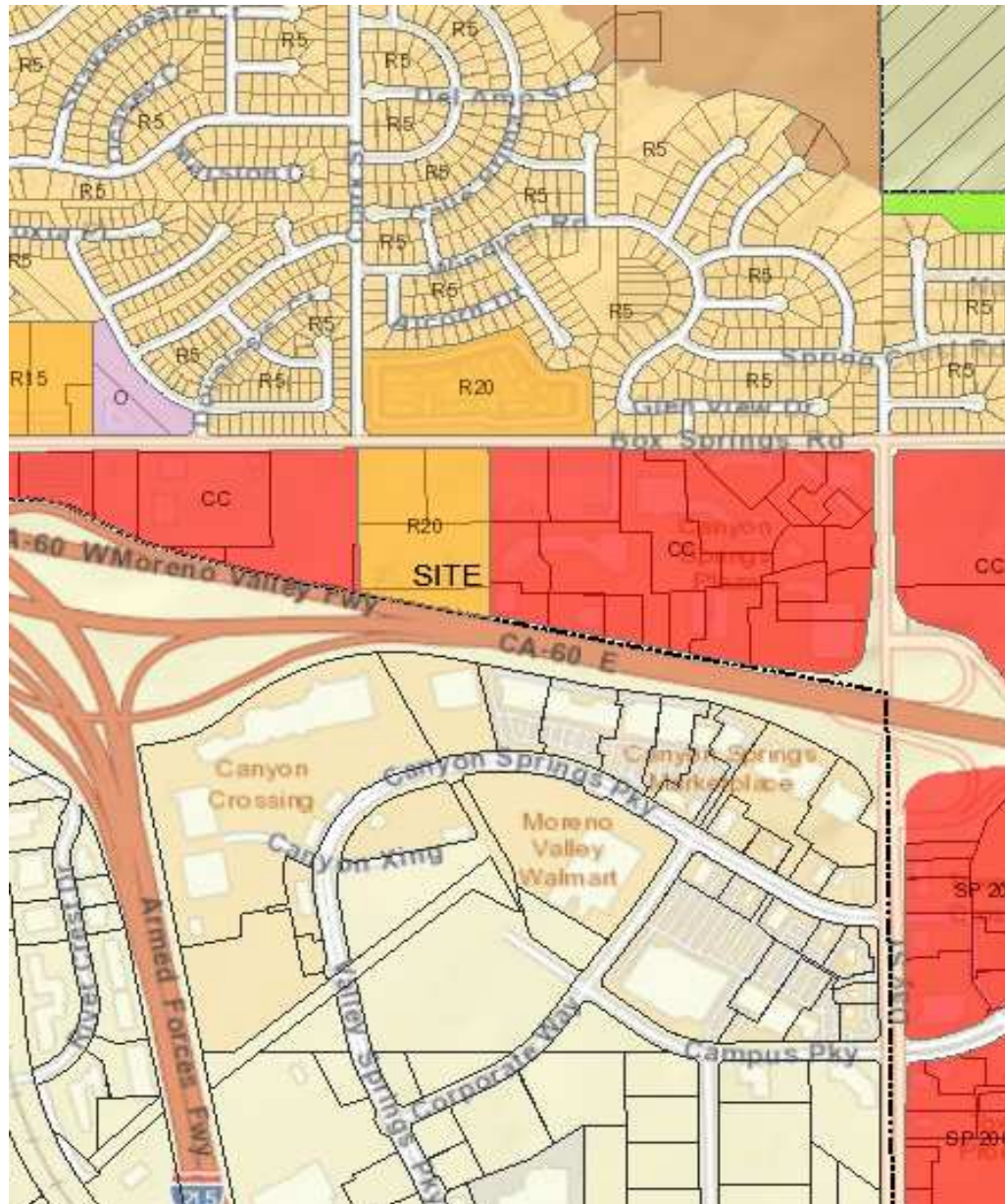
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

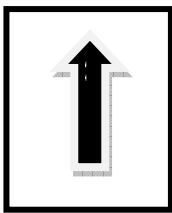
(SEAL)



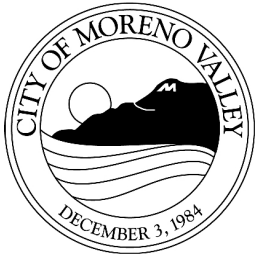
CHANGE OF ZONE
ORDINANCE NO. 886
 (Related to PA14-0054)
 Date Adopted: December 9, 2014
 Effective Date:



Proposed Zoning: Residential 30 (R30)	Residential 30
Current Zoning: Residential 20 (R20)	Residential 20



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PLANNING COMMISSION STAFF REPORT

Case(s): PA14-0054 – Change of Zone
PA14-0055 – General Plan Amendment

Date: October 9, 2014

Applicant: Oak Parc Partners LP

Representative: Trip Hord, Trip Hord Associates

Location: 21595 Box Springs Road

Proposal: General Plan Amendment changing the land use from Residential 20 (R20) to Residential 30 (R30), and a Change of Zone from Residential 20 (NC) to R30 (Residential 30) for 13.9 acres.

Council District: 2

Recommendation: Approval

SUMMARY

The proposal includes a General Plan Amendment from Residential 20 (R20) to Residential 30 (R30) and a Change of Zone from Residential 20 (R20) to Residential 30 (R30) on four parcels totaling 13.9 acres. There is no project submitted with this proposal.

Project

The property owner, Oak Parc Partners LP is requesting the approval of a General Plan Amendment to change the land use designation from Residential 20 to Residential 30 and the approval of a Change of Zone from Residential 20 (R20) to Residential 30 (R30) on four parcels, consisting of 13.9 acres located at 21950 Box Springs road in the northwestern portion of the City.

The General Plan designation and Change of Zone from R20 to R30, both multiple family designations, will provide the opportunity to increase the number of units that can be developed on the site. The existing R20 provides a range of 16 to 20 dwelling units per acre for a maximum of 248 units. The R30 ranges from 24 to 30 dwelling units per acre. The proposed General Plan Amendment and Change of Zone would increase the number of units permitted by 124 units to a maximum 372.

The application does not include a development project. However, there is an entitled 240 unit apartment project approved through PA07-0017 on December 11, 2007. If the proposed General Plan Amendment and Change of Zone are approved, the Code requires that the approved entitlements be withdrawn or modified by the applicant to meet the new land use designation and zoning classification.

Land Use Changes - General Plan Amendment & Change of Zone

General Plan Amendment

The site has a current General Plan designation of Residential 20 which provides for development of 16 to 20 dwelling units per acre. Typical development consists of townhomes, condominiums, apartments, senior housing, and stacked flats. Multiple-Family Residential encourages the development of integrated projects that provide complementary open spaces and amenities on-site which are close to transportation routes and commercial uses.

The request to change to Residential 30 will allow for a range of 24 to 30 dwelling units per acre. As with Residential 20, the typical development consists of townhomes, condominiums, apartments, senior housing, and stacked flats. It also encourages the development of integrated projects that provide complementary open spaces and amenities on-site which are close to transportation routes and commercial uses.

The surrounding area is conducive to the General Plan Amendment in view of the proximity of nearby commercial centers and the freeway access. The proposed change is compatible with the planned and established land use pattern and will provide additional support to the existing commercial uses in the vicinity.

Change of Zone

The proposed project includes a request for a Change of Zone. The current zoning is R20 which allows the development of multi-family projects with a range of 16 to 20

dwelling units per acre. The proposed Change of Zone requests R30 to provide for a range of 24 to 30 dwelling units per acre.

The proposed Change of Zone would require a modification of the existing project or a new project submittal to meet the R30 requirements per acre and conform to the City's Municipal Code for development within the R30 zone.

The General Plan Amendment and Change of Zone are compatible with the existing land uses and would not conflict with the goals, objectives, policies and programs of the General Plan.

Site and Surrounding Area

The site, consisting of four parcels is located on the south side of Box Springs Road east of Clark Street at 21590 Box Springs Road. Most of the site is vacant, with the exception of Parcel 2, which includes a telecommunications facility on the southeast portion of the parcel.

Surrounding properties are zoned commercial and residential, and are largely built-out. The properties to the north between Day Street and Morton Road are zoned Office (O), single family (Residential 5 (R5)), and multi-family with Residential 15 and Residential 20 zones.

The site is bounded by two vacant commercial properties (east and west sides), a shopping center to the east, and State Highway 60 to the south with commercial further south in the City of Riverside. The nearby shopping center, offices, and freeway access, can support additional residential units. Overall the requested land use change supports the jobs/housing balance benefit, as referenced in the General Plan and promotes sustainable planning efforts by providing housing near shopping, job centers, and transportation corridors.

The increase in the number of units will result in additional residents that have easy access to the shopping opportunities, as well as, potential jobs.

The type and density of residential development that may subsequently result from the proposed General Plan Amendment and Change of Zone compliments the area and is compatible with the planned and established land use pattern of northeast Moreno Valley and will not conflict with the goals, objectives, policies and programs of the General Plan.

Design

Future development under the proposed General Plan Amendment and Zone Change would conform to all development standards of the Residential 30 (R30) zone as required within the Moreno Valley Municipal Code and Design Guidelines. Future development would be reviewed under separate application(s).

Although there is no project submitted with this application, the applicant has provided a conceptual plan of the proposed site to demonstrate the type of complex intended for the site. The site currently has an approval for a 240 unit multi-family residential complex which the applicant will be required to withdrawal or revise to meet the new development standards for the Residential 30 zoning.

Review Process

The General Plan Amendment and Change of Zone applications were submitted in September 2014, reviewed by the Planning Division and the Transportation Division for compliance with the General Plan, Circulation Element, Zoning and City Municipal Code.

Environmental

An Initial Study has been completed for the proposed project. Based upon the Initial Study, a determination has been made that the proposed project will not result in the potential for significant impacts to the environment. Therefore, the adoption of a Negative Declaration is recommended.

Notification

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, staff had received no inquiries in response to the noticing for this project.

Staff Recommendation

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2014-__ and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Negative Declaration for PA14-0054 (Change of Zone), and PA14-0055 (General Plan Amendment), pursuant to the California Environmental Quality Act (CEQA) Guidelines; and
2. **APPROVE** PA14-0054 (Change of Zone) and PA14-0055 (General Plan Amendment) based on the findings contained in the resolution.

Prepared by:

Julia Descoteaux
Associate Planner

Approved by:

Richard J Sandzimier
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2014-24
3. Negative Declaration
4. Initial Study
5. Exhibit General Plan Map
6. Existing Land Use Map
7. Conceptual Elevation Plan

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NEGATIVE DECLARATION

PROJECT TITLE AND FILE NUMBER: PA14-0055 General Plan Amendment and PA14-0054 Change of Zone.
PROJECT APPLICANT: Oak Parc Partners LP TELEPHONE NUMBER: 949-300-4433
PROJECT LOCATION: 21595 Box Springs Road
PROJECT DESCRIPTION: A General Plan Amendment and Change of Zone on 13.9 acres changing the General Plan designation and the zoning from Residential 20 (R20) to Residential 30 (R30).

FINDING

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

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

This determination is based upon an Initial Study. The project file, including the Initial Study and related documents is available for review during normal business hours (7:30 a.m. to 5:30 p.m. Monday through Thursday and 7:30 a.m. to 4:30 p.m. on Fridays) at the City of Moreno Valley, Community & Economic Development Department, Planning Division, 14177 Frederick Street, Moreno Valley, California 92553, Telephone (951) 413-3206.

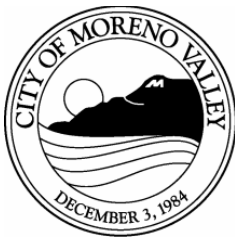
PREPARED BY: Julia Descoteaux	DATE: September 18, 2014
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NOTICE

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

DATE ADOPTED: _____ BY: _____

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

1. Project Title: PA14-0054 Change of Zone & PA14-0055 General Plan Amendment
2. Lead Agency Name and Address: City of Moreno Valley
14177 Frederick Street
Moreno Valley CA 92553
3. Contact Person and Phone Number: Julia Descoteaux, 951-413-3209
4. Project Location: 21595 Box Springs Road
291-050-003, 004, 012, 013
5. Project Sponsor's Name and Address: Oak Parc Partners LP
6. General Plan Designation: Residential 20
7. Zoning: Residential 20
8. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

The project includes a General Plan Amendment and a Change of Zone from Residential 20 to Residential 30 on 13.9 acres. The current land use designation and zoning allows for multi-family residential units up to 20 units per acre. The proposed land use designation and zone change to Residential 30 will allow for multi-family development of up to 30 units per acre.

There is no project associated with the proposed land use designation and zone change. However, there is an approved 240 unit multi-family project approved at this location. This proposed change would allow the project to submit a revised project and increase the density to a maximum of 30 units per acre. The Mitigated Negative Declaration was adopted with the prior projects PA07-0016, PA07-0017, PA07-0018 and PA07-0019.

Under the existing zoning (R20), the site could be improved with up to 278 dwelling units. At present, the site is entitled for 240 dwelling units. The proposed General Plan Amendment and Change of Zone would allow for increased density. However, it is expected that maximum density for a future project on the site will be well below the maximum R30 density due to the need to comply with parking and other development standards on the site. There is no development application with the proposed land use change.

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)
10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

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

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

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

Signature

Date

Julia Descoteaux

EVALUATION OF ENVIRONMENTAL IMPACTS

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

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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I. AESTHETICS. Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
The increase of the maximum residential density as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the surrounding permitted uses. The development of the site will not have an effect on a scenic vista. Therefore the change in density will not have a substantial adverse effect on a scenic vista.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
The increase of the maximum residential density as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the surrounding permitted uses. There are no known historic buildings on the site. There is no new development application associated with the proposed land use change and zone change. The less than significant impact on existing trees on the site is expected to be similar to the approved project. The change in land use/zoning will not substantially damage a scenic resource.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
The change in density as proposed by the General Plan and Zone Change will result in permitted uses that are similar to approved uses on the site. There is no new development application associated with the proposed land use change. The change in land use/zoning will not substantially degrade the existing visual character or quality of the site or its surroundings.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
The change in density as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are similar in impact to the existing permitted project. Development under the proposed R30 designation would not likely result in any more light and glare than already anticipated by the existing land use. There is no development application associated with the proposed land use change.				
II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?				X
The current land use and zoning allows for 20 dwelling units per acre. The proposed designation allows for 30 dwelling units per acre. There is no new development application associated with the proposed land use change. The site is not designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. The site has no agriculturally productive activities occurring within the project boundaries. Therefore, the proposed change in residential density does not result in an impacts.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
The site is not currently in agricultural use, or under Williamson Act control. There is no existing surrounding agricultural use, or sites under Williamson Act contract. The change in land use as proposed by the General Plan Amendment and Zone Change will not conflict with existing zoning for agriculture uses. Further, the Municipal Code allows for agricultural uses such as crops in all zoning districts, therefore, the proposed does not conflict with existing zoning for agricultural use, or impact sites under Williamson Act contract.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
There is no immediate surrounding agricultural use, or any designated according to the General Plan. The site is surrounded by urban uses. The change in density as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the surrounding uses. The proposed land use change will not result in changes to the existing environment, which could result in the conversion of farmland to non-agricultural use.				
III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The Air Quality Management Plan (AQMP) sets forth a comprehensive program that will lead the air basin into compliance with all federal and state air quality standards. The AQMP control measures and related emission reduction estimates are based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. Accordingly, conformance with the AQMP for development projects is determined by demonstrating compliance with local land use plans and/or population projections.

The General Plan Amendment/Change of Zone will result in a small potential increase in residential density for a site in close proximity to commercial uses and services. This change will be consistent with the policies and objectives of the General Plan. The project as proposed would not obstruct implementation of the South Coast Air Quality Management Plan.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.				X
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The change in land use as proposed by the General Plan Amendment and Zone Change will not result in any direct impacts as there is no development application associated with the proposed land use change. Implementation of development under the proposed would not violate any air quality standard or contribute substantially to an existing or projected air quality violation

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
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CEQA Section 21100 (e) addresses evaluation of cumulative effects allowing the use of approved land use documents in a cumulative impact analysis. CEQA Guidelines Section 15064 (i)(3) further stipulates that for an impact involving a resource that is addressed by an approved plan or mitigation program, the lead agency may determine that a project's incremental contribution is not cumulatively considerable if the project complies with the adopted plan or program. In addressing cumulative effects for air quality, the AQMP is the most appropriate document to use because the AQMP sets forth a comprehensive program that will lead the air basin, including the project area, into compliance with all federal and state air quality standards and utilizes control measures and related emission reduction estimates based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments.

The change in land use as proposed by the General Plan Amendment and Zone Change will result in a small increase in the total number of residential dwellings that could be developed on the site. The change in designation would otherwise be consistent with the General Plan policies and objectives. It is therefore appropriate to conclude that the project's incremental contribution to criteria pollutant emissions is not cumulatively considerable.

d) Expose sensitive receptors to substantial pollutant concentrations?			X	
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The change in land use as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the existing entitlement for the site. There is no new development application associated with the proposed land use change.

e) Create objectionable odors affecting a substantial number of people?				X
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The General Plan Amendment the Zone Change as proposed will not create objectionable odors.

IV. BIOLOGICAL RESOURCES. Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?				X
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The proposed General Plan Amendment and the Zone Change will result not result in any direct or indirect impact that were not previously considered with the entitlement of the site. There is no new development application associated with the proposed land use change. Therefore, there is no direct impact on biological resources. The proposed would not have a substantial adverse effect on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service.

b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				X
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The proposed General Plan Amendment and the Zone Change will result not result in any direct or indirect impact that were not previously considered with the entitlement of the site. The project as proposed would not have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal				X
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				
The proposed General Plan Amendment and the Zone Change will result not result in any direct or indirect impact that were not previously considered with the entitlement of the site. The project as proposed would not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act.				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
The proposed General Plan Amendment and the Zone Change will result not result in any direct or indirect impact that were not previously considered with the entitlement of the site. The project as proposed would not interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites.				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
The proposed General Plan Amendment and Zone Change will result not conflict with any local policies or ordinances. The project as proposed would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?				X
The City is participating in the Multiple Species Habitat Conservation Plan (MSHCP), a comprehensive habitat conservation-planning program addressing multiple species' needs, including preservation of habitat and native vegetation in Western Riverside County. The project is not within one of the Multiple Species Habitat Conservation Plan (MSHCP) criteria areas, which are potential habitat preservation areas.				
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
(a-d) There are no know historical, cultural or archaeological resources associated with the project site. There is no new development application associated with the proposed land use change. The proposed will not cause substantial changes in the significance of historical, cultural, archaeological or paleontological resources or disturb any human remains, or result in direct or indirect impacts to cultural resources.				
VI. GEOLOGY AND SOILS. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
Based on research of the City's environmental resources, the project site is not on, or close to, any known earthquake fault. There is no new information that would indicate the existence of a fault or fault tract in proximity of the site. There is no risk of ground rupture due to faulting at the proposed project site. Therefore, the proposed will not result in the exposure of people or structures to adverse effects of the rupture of an known earthquake fault.				
(ii) Strong seismic ground shaking?			X	
According to the City's environmental information, the project site is not on, or close to, any known earthquake fault. The nearest fault is the San Jacinto fault system, which is located about 5-miles to the east. The inferred Casa Loma fault system also lies approximately 9-miles to the northeast. It should be noted, that within the City of Moreno Valley, the Casa Loma fault is an inferred unsubstantiated fault trace. The San Andreas fault system is approximately 13 miles from the site. This faulting is not considered a significant constraint to development on the site with the use of current building codes. Ground-shaking intensity could possibly be moderately-high during a 100-year interval earthquake. There is no new information that would indicate the existence of a fault on the site.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(iii) Seismic-related ground failure, including liquefaction?				X
According to the City's environmental resources, the project site is not on, or close to, any known earthquake fault. However, ground-shaking intensity could possibly be moderately-high during a 100-year interval earthquake. Water table and soil conditions are not conducive to seismic related failure.				
(iv) Landslides?				X
There is no potentially significant impact from landslides. The site is generally flat.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
The proposed General Plan Amendment and Zone Change will not result in direct or indirect impacts related to soil erosion. There is no new development application associated with the proposed land use change. The proposed will not result in substantial soil erosion or the loss of topsoil.				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
(c-d) The geologic unit or soil is not known to be unstable based on current resources. The change in land use as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the surrounding permitted uses. . The proposed project will not result in locating development on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. In the event expansive soils are encountered in future projects, known engineering design practices will be recommended to alleviate the potential for substantial risks to life or property.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water.				X
Eastern Municipal Water District provides sewer service for this area. The change in residential density as proposed by the Zone Change will result in permitted uses that are consistent with the surrounding permitted uses. There is no new development application associated with the proposed land use change. The project as proposed will not require the installation of infrastructure for waste water treatment.				
VII. GREENHOUSE GAS EMISSIONS. Would this project?				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	
(a & b) The proposed project will not create additional regional growth beyond that already considered in the General Plan. Thus it will not conflict with nor obstruct the implementation of the South Coast Air Quality Management Plan (SCAQMP), which aims at reducing overall emissions, including greenhouse gas (GHG) emissions, as the SCAQMP is based on the regional growth projects. No significant impact will result.				
VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				
(a. through c.) The project is a General Plan and Change of Zone, which proposes to change the maximum residential density of approximately 13.9 acres. No new development of the site is being proposed at this time. There will be no significant hazard to the public or the environment. There will be no known hazardous emissions or handling of hazardous materials related to this project.				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
The project is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
the project result in a safety hazard for people residing or working in the project area?				
The nearest airport is the March Air Reserve Base located approximately 3 miles to the south. The project site is not within the crash zones or the noise contours identified in the most recent Air Installation Compatible Use Zone (AICUZ) study (Municipal Code Section 9.07.060). The site is not within an airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
The project is not located within an airport land use plan. The project is located approximately 1 mile east of March Air Reserve Base.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
The proposed would not have any direct effect on an adopted emergency response plan, or emergency evacuation plan. The City's emergency plans are also consistent with the General Plan.				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
The proposed project site is not adjacent to wildlands, and as such would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. In addition, the project is not located within a designated wildland area.				
IX. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?				X
The change in residential density will result in permitted uses that are consistent with the surrounding permitted uses. There is no new development application associated with the proposed land use change. The land use change will not violate any water quality standards or waste discharge requirements.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
The Eastern Municipal Water District (EMWD) provides water to this area of Moreno Valley. The change in land use as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the surrounding permitted uses. There is no new development application associated with the proposed land use change. The project as proposed will not substantially degrade groundwater supplies or interfere with groundwater recharge.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X
The change in residential density will result in permitted uses that are consistent with the surrounding permitted uses. There is no new development application associated with the proposed land use change. The project as proposed will not cause a change in the existing drainage pattern that would result in substantial erosion or siltation on- or off-site.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?				X
The residential density as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the current permitted uses. There is no new development application associated with the proposed land use change. The project as proposed will not cause a change in the existing drainage pattern that would substantially increase the rate or surface runoff in a manner, which would result in flooding on- or off site.				
e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				X
The change in residential density will result in permitted uses that are consistent with the surrounding permitted uses. There is no new development application associated with the proposed land use change. The project as proposed will not create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.				
f) Otherwise substantially degrade water quality?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The change in residential density as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the current permitted uses. There is no new development application associated with the proposed land use change. The project as proposed will not otherwise substantially degrade water quality.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
(g-i) The site is not located in a mapped floodplain. There are no sources of potential flooding in the project area that present the potential for impacts upon the site. The project site is outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir and will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam. The change in land use as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the surrounding permitted uses. There is no new development application associated with the proposed land use change.				
j) Inundation by seiche, tsunami, or mudflow?				X
The site is not identified in the General Plan as a location subject to seiche, or mudflow. The project site is located outside of the delineated dam inundation area for Perris Dam at Lake Perris Reservoir. Additionally, due to the position of the site, mudflows from local mountains would be unlikely due to surrounding development.				
X. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?				X
The change in residential density will result in permitted uses that are consistent with the surrounding permitted uses and the existing approvals for the site. There is no new development application associated with the proposed land use change. The project as proposed will not physically divide an established community.				
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
The change in residential density as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the surrounding permitted uses. There is no new development application associated with the proposed land use change. The project as proposed would be consistent with the goals and objectives of the General Plan.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			X	
The project site is not within a reserve area established under the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP) or the reserve area or the criteria areas of the Multiple Species Habitat Conservation Plan.				
XI. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
(a-b) The project site is located in an urbanized area with additional development occurring in the vicinity. No active mines or mineral recovery programs are currently active within the project site. No mineral deposits have been identified in the General Plan. Consequently, the project as proposed would not result in the loss of availability of a known mineral resource or conflict with a mineral recovery plan as adopted by the General Plan. Therefore, no significant impacts would occur.				
XII. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a-c) The increase in residential density as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the surrounding permitted uses. There is no new development application associated with the proposed land use change. The project as proposed will not result in substantial permanent increase in ambient noise levels within the proposed project site. Future development of the project site would include designs and conditions of approval that would ensure only minor increases in noise levels over existing conditions during construction.				
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
The change in residential density as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the surrounding permitted uses. There is no new development application associated with the proposed land use change. Future projects will be required to meet the City's Municipal Code noise requirements.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
The project site is not located within the area of an adopted airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There is no private airstrip within the vicinity of the project site, or within the City of Moreno Valley.				
XIII. POPULATION AND HOUSING. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
The proposed General Plan Amendment and Zone Change would alter the designated land use from Residential 20 to Residential 30. The project site is an in-fill location with both commercial and residential uses in the vicinity. The proposed land use change will not induce substantial growth in the area.				
Thus, the project is fully supportive of the SCAG goals and objectives of focusing growth and development within urban areas and encouraging infill development, and furthers regional and area-wide objectives of providing for residential densities that can be supportive of public transit. No significant impact will result.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
There is no existing residential use on the site.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
There is no existing residential use on the site. The proposal increases residential density of the site.				
XIV. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?				
a. through e. There will be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project. The demand for schools and parks would be slightly increased with approval of the increase in density of the existing residential designation.				
XV. RECREATION.				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
facility would occur or be accelerated?				
The proposed General Plan Amendment and Zone Change would result in a negligible increase in the use of parks compared to the development under the existing R20 designation. The impact of this project on parks is anticipated to be minimal.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				
The proposed General Plan Amendment and Zone Change will not create the need for the construction or expansion of recreational facilities.				
XVI. TRANSPORTATION/TRAFFIC. Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
The General Plan Amendment and Change of Zone will not directly result in construction of new development. The project only provides a policy framework for land use need identified by the City of Moreno Valley. Any new development will occur within the limits established by the Land Use Element of the General Plan and Zoning Ordinance.				
Traffic operations will not be significantly affected by the land use change from Residential 20 to Residential 30. Additionally, motorists using the surrounding street system will not experience major changes in operations. The City reviews each future individual development to ensure that mitigation measures specific to the individual future developments are incorporated to reduce potential traffic impacts. This also includes conditions of approval requiring payment of development impact fees (DIF) and Transportation Uniform Mitigation Fees (TUMF).				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
The proposed will not conflict with a congestion management program. The project proposes to change the General Plan and land use designation from Residential 20 to Residential 30. If the land use designation is changed as requested, then project related trips are not anticipated to result in any deficient roadway segments along Box Springs Road near the site, as the roadway segments are anticipated to continue to operate at LOS "D" under General Plan Buildout traffic conditions.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The project is located outside the boundaries of the Air Installation Compatibility Use Overlay District (AICUZ). The project will not result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X
The project will not result in a hazard and is not adjacent to any potential incompatible use.				
e) Result in inadequate emergency access?			X	
Moreno Valley is served by existing public streets and future development will provide the required emergency access and will not block access to any of these streets. The future development will comply with all pertinent Building, Fire, and Safety Codes and project plans will be reviewed by the City's Building Department, as well as the Fire Prevention Bureau. Compliance with these standard existing requirements will ensure that no adverse impact will result.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
Future development is required to address adequate on-site parking based on the City's Municipal Code.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
Each future development complies with existing alternative transportation policies and programs to the extent it is feasible. No adverse impact will result.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
The project will not exceed wastewater treatment requirements of the Regional Water Quality Control Board. The project would not exceed the existing or planned capacity of the Moreno Water Reclamation Facility.				
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The project will not exceed wastewater treatment capacity of the Moreno Water Reclamation Facility.				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
The change in residential density as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the surrounding permitted uses. There is no new development application associated with the proposed land use change. The project will not require or result in the construction of unplanned storm water drainage facilities or expansion of existing facilities.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
The change in land use as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the surrounding permitted uses. The water purveyor, Eastern Municipal Water District (EMWD) currently serves the site.				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
(a-e) There will not be an increase in the demand for new or altered public services including library, city hall, and city yard facilities as the site is developed with industrial buildings. These facilities would be needed with or without the proposed General Plan Amendment and Zone Change.				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
The change in residential density as proposed by the General Plan Amendment and Zone Change will result in permitted uses that are consistent with the surrounding permitted uses. There is no new development application associated with the proposed land use change. The site is currently served by a landfill in with sufficient permitted capacity to accommodate the project's solid waste disposal needs. The construction under the proposed density will result in a negligible increase in solid waste disposal compared to the existing R20 designation. Source: EIR for the General Plan Update 2006.				
g) Comply with federal, state, and local statues and regulations related to solid waste?				X
The City is complying with State and Federal regulations regarding solid waste. This project will also comply with the current policies regarding solid waste.				

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The General Plan Amendment and Change of Zone would not directly or indirectly degrade the quality of the environment or substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. The General Plan Amendment and Zone Change does not have the potential to degrade the quality of the environment, when considering the impacts of development under the existing Industrial R20 designation. The project will not significantly degrade the quality of the environment or reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. There are no historic structures on the site and there will be no impact to historic resources. The analysis in the Initial Study demonstrates that project and cumulative impacts would be less than significant and would not result in substantial adverse health effects on human beings.

b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
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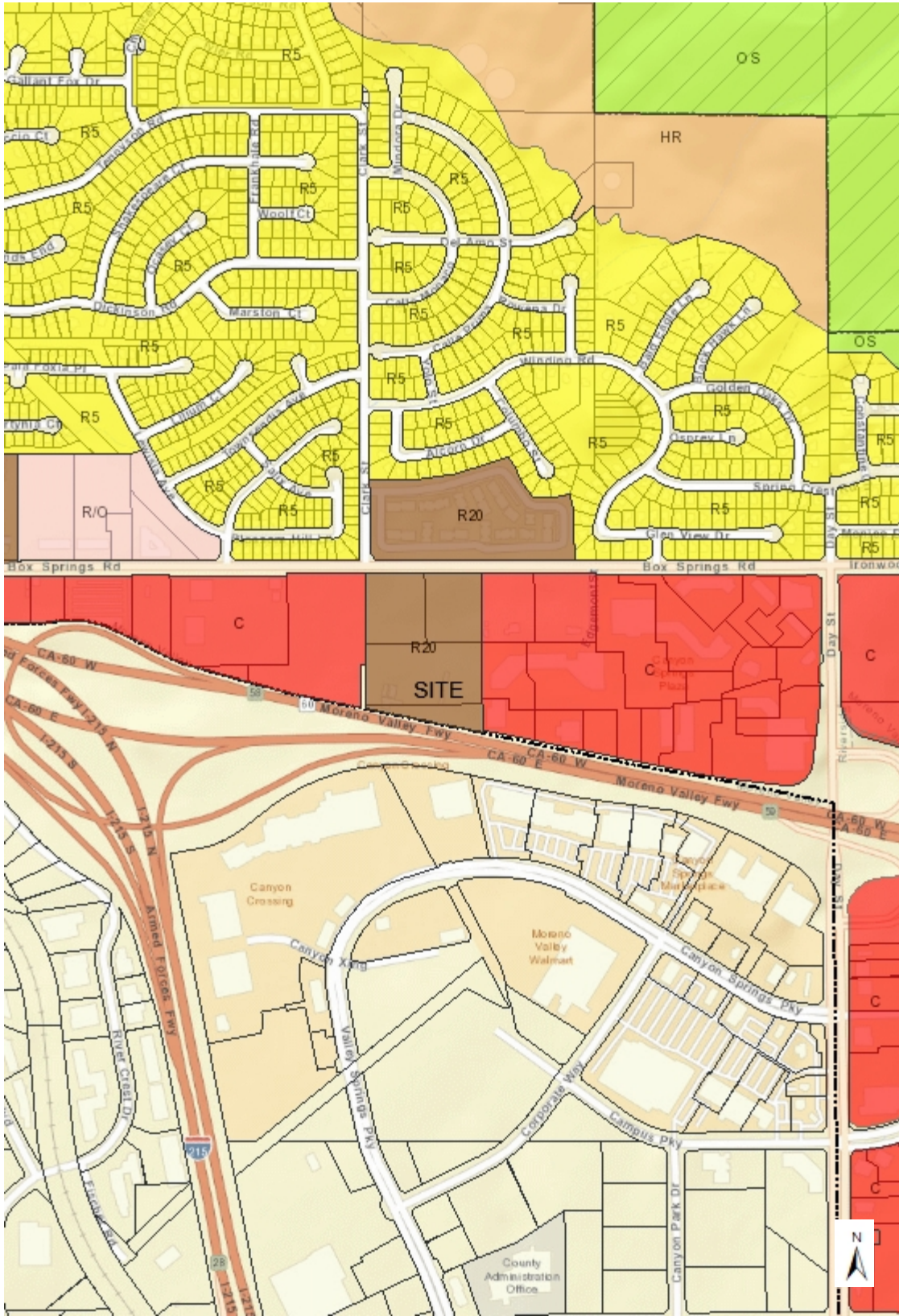
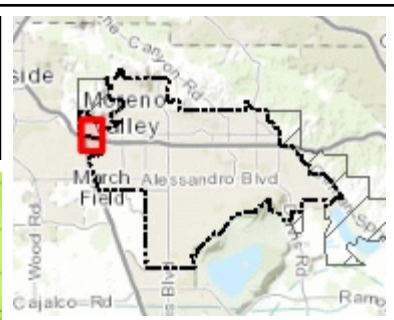
The General Plan Amendment and Zone Change would have no potential direct adverse effects because there is no proposed physical change to the environment. The project would have no potential indirect adverse effects. It is expected that the proposed General Plan Amendment and Zone Change to Residential 30 would result in negligible incremental effects that would be no more than the negligible incremental effects that would occur for development under the current Residential 20 land use designation. The proposed project will not result in impacts that are individually limited but cumulatively considerable. Furthermore, the proposed permitted uses are consistent with the surrounding permitted uses. Thus, the proposal will have a less than significant impact on the environment. As discussed previously, the project will not directly result in construction of new development. The proposed amendment and zone change only provide a policy framework for future land use. Any new development will occur within the limits established by the City’s Land Use Element of the General Plan and Zoning Ordinance.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
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The General Plan Amendment and Zone Change would have no potential direct adverse effects because there is no proposed physical change to the environment. The project would have no potential indirect adverse effects based on the discussion included in the Initial Study. Furthermore, the proposed permitted uses are consistent with the surrounding permitted uses. It is expected that the proposed General Plan Amendment and Zone Change to Residential 30 would result in negligible adverse impacts on human beings that similar to impacts that would occur for development under the existing Residential 20 land use designation. The analysis in this Initial Study demonstrates that project and cumulative impacts would be less than significant. As discussed throughout this document, the project and its identified changes will be in compliance with the identified existing regulations and City requirements, including measures required of all new development within the City, and will not have an environmental effect that could cause substantial adverse effects on people either directly or indirectly.



PA14-0054 General Plan Amendment



Legend

Land Use

- Residential: Max. 1 du/ac
- Mixed Use
- Residential: Max. 2 du/ac
- Rural Residential: Max 2.5 du/ac
- Residential: Max. 3 du/ac
- Residential: Max. 5 du/ac
- Residential: Max. 5 or 15 du/ac
- Residential: Max. 10 du/ac
- Residential: Max. 15 du/ac
- Residential: Max. 20 du/ac
- Residential: Max. 30 du/ac
- Hillside Residential
- Planned Residential
- Residential/Office
- Office
- Commercial
- Business Park/Light Industrial
- Open Space
- Public Facilities
- Floodplain

Master Plan of Trails

- Bridge
- Improved
- Multiuse
- Proposed
- Regional
- State
- Parcels
- City Boundary
- Sphere of Influence

Notes

1,779.0 0 889.51 1,779.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

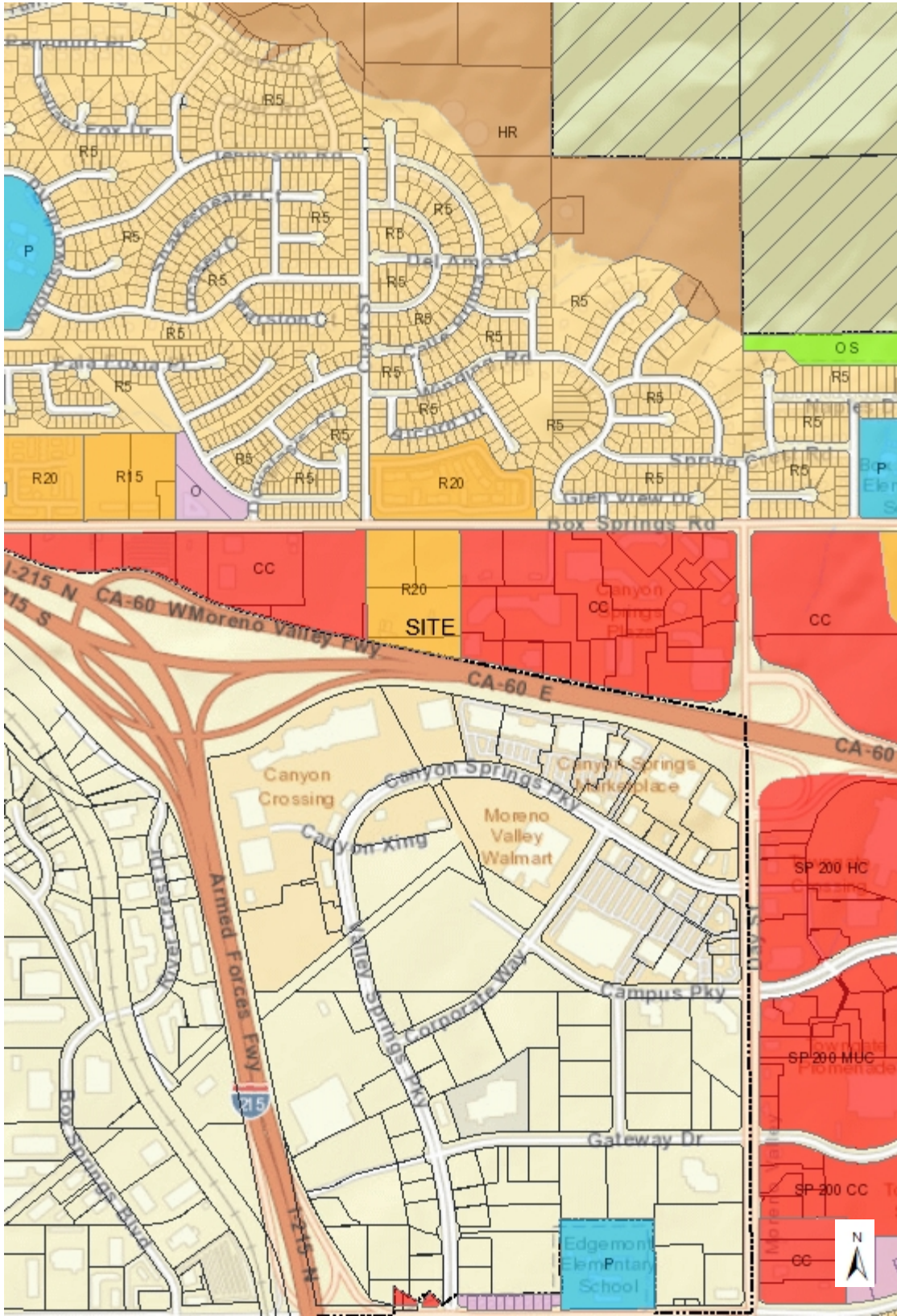
Print Date: 9/22/2014

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

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PA14-0054 Zoning Map



Legend

Zoning

- Commercial
- Industrial/Business Park
- Public Facilities
- Office
- Planned Development
- Large Lot Residential
- Residential Agriculture 2 DU/AC
- Residential 2 DU/AC
- Suburban Residential
- Multi-family
- Open Space/Park

Master Plan of Trails

- Bridge
- Improved
- Multiuse
- Proposed
- Regional
- State

- Parcels
- City Boundary
- Sphere of Influence

Notes

2,191.1 0 1,095.57 2,191.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 9/22/2014

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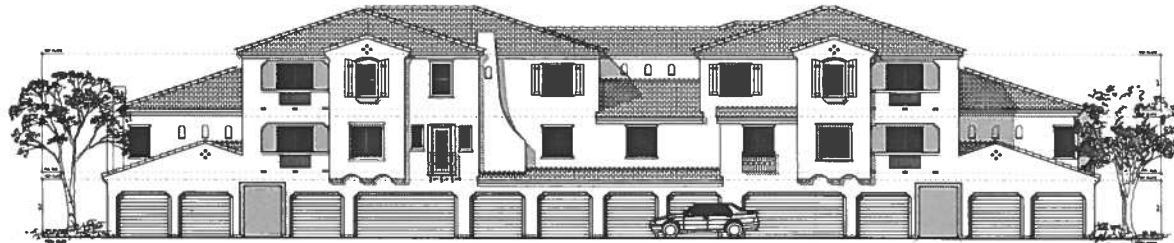
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TYPICAL SIDE ELEVATION



FRONT ELEVATION



REAR ELEVATION

-1135-

Item No. E.1

BOX SPRINGS
MORENO VALLEY, CA



Architecture

1814 E. Santa Ana Canyon Road
Suite 100-113
Anaheim, CA 92808
(714) 922-5218

Job No. 1000

Revisions:

Drawn:

Date:

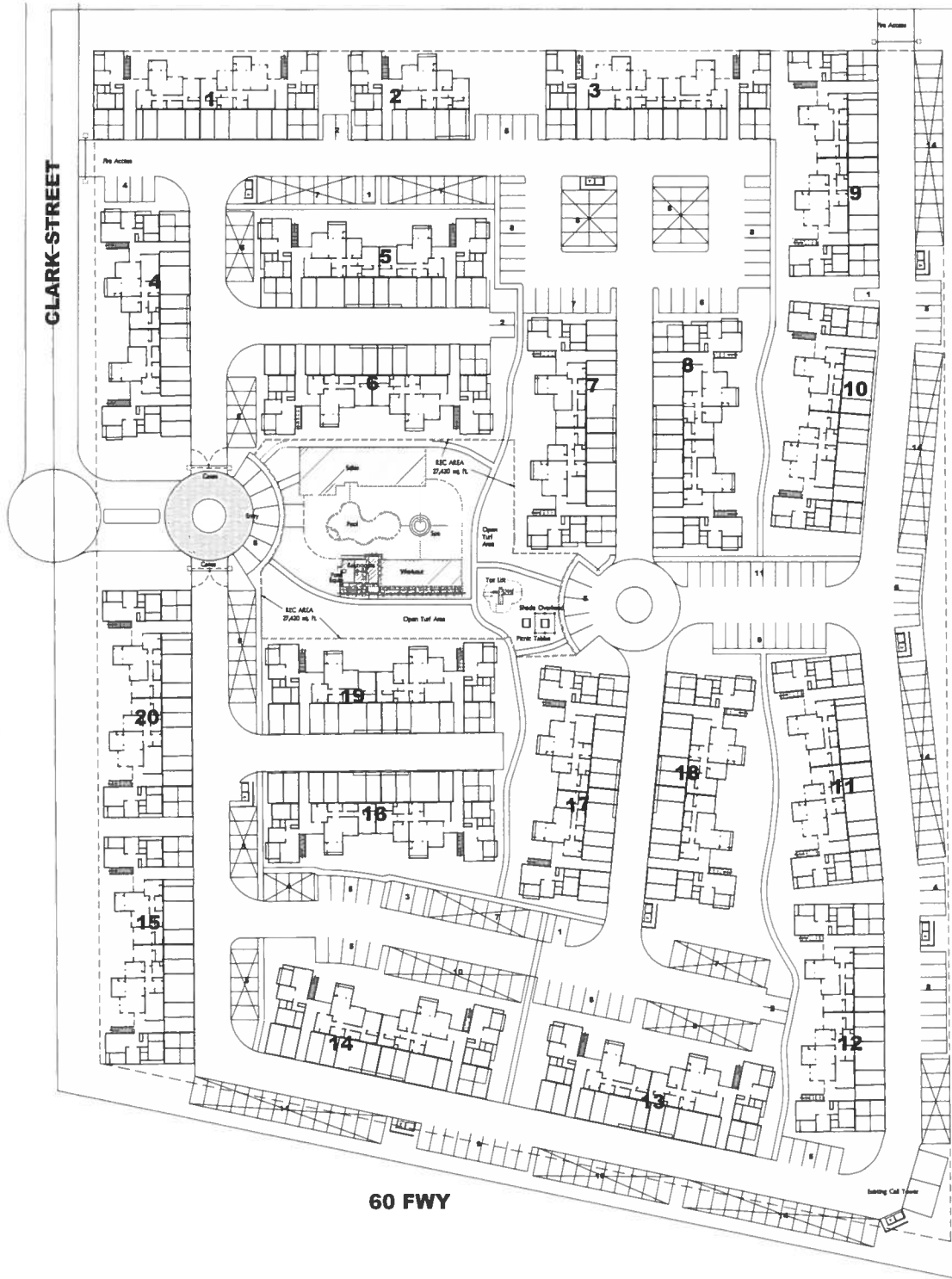
Sheet

Of

Conceptual Site Plan Box Springs Project

Box Springs Road and Clark Street Moreno Valley, CA

BOX SPRINGS ROAD



CONCEPT SITE PLAN

Preparatory (cannot be drawn on purpose only. Requirements for layout, structure, materials, elevations, fire department, waste disposal, water requirements and all other requirements shall be the responsibility of Civil Engineer of record and fully reviewed by their office.

19 bldgs X 14 unit/bldg. = 266 units
1 bldg X 7 unit/bldg. = 7 units
total units = 273 units

1 bedroom suite - 4 / 14plex bldg = 78
2 bedroom suite - 7 / 14plex bldg = 123
3 bedroom suite - 3 / 14plex bldg = 57
1 bedroom suite - 2 / 7plex bldg = 2
2 bedroom suite - 4 / 7plex bldg = 4
3 bedroom suite - 1 / 7plex bldg = 1

total parking required = 78x1.5 = 117
= 193x2.0 = 386
807

truck under parking provided = 273
covered site parking provided = 161
uncovered site parking = 120
total site parking provided = 580

60 FWY

APPLICANT
Paul Reim
949-300-9433
preim@earthlink.net

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Land Planning
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Costa Mesa, CA 92627
949.673.2704 web malefy.net



ARCHITECT
LSA Architecture
Chuck Steichen
49-825-5210
steichen@lsaarchitecture.com

-1137-

CITY OF MORENO VALLEY: FY 2013/14 CARRYOVERS AND FY 2014/15 BUDGET ADJUSTMENTS

PRESENTATION BY: Rick Teichert, Chief Financial Officer
Marshall Eyerman, Financial Resources Division Manager

Item No. G.2



General Fund Operating Budget

- FY 2014/15 originally adopted as part of the two-year budget in June 2013
- Amendments – New revenues and expenditures based on updated projections
- Carryovers – Items previously approved by Council, but expenditures did not occur prior to June 30, 2014.

Account Type	FY 14/15 Budget	Proposed Amendments	Proposed Carryovers	Proposed Amended
Revenues	80,585,659	2,542,007	-	83,127,666
Expenses	81,307,670	1,430,673	526,547	83,264,890

Account Type	Proposed Adjustment (%)
Revenue	3.00%
Expenses	2.40%

General Fund Operating Budget – Proposed Amendments

- Proposed Expenditure Amendments of \$1,430,673. The following provides some key items:
 - \$750,000 – Police (Details on next slide)
 - \$500,000 – Transfer Out to Fund 7610 Compensated Absences
 - This will begin to address the unfunded liability of approx. \$5.5 million
 - \$196,000 – Fire contract increases
 - \$170,000 – Transfer Out to Fund 7510 Maintenance & Operations for Fleet Management software and GPS Implementation Program, subject to meet and confer process
 - (\$198,000) – Reduce the budgeted Other Post Employment Benefit payment to match the Annual Required Contribution per the actuarial report

-1139-

Item No. G.2

General Fund Operating Budget – Police Services

- Proposed one-time expenditures

	Hours	Budget
<i>Program Budget</i>		
Patrol	1000	\$68,993.60
Traffic	360	\$24,837.70
Community Services	1400	\$96,591.04
Investigations	200	\$13,798.72
POP	1950	\$134,537.52
SET (BST/RST)	840	\$57,954.62
SET (Narcs)	500	\$34,496.80
SET (Gang)	997	\$68,786.62
<i>Electronics</i>		
ALPR System for 8 Units		135,000.00
Additional Cameras to Parks/ Intersections		115,000.00
TOTAL PROGRAM BUDGET & ELECTRONICS	7247	\$749,996.62

Non-General Fund Operating Budget

- FY 2014/15 originally adopted as part of the two-year budget in June 2013
- Non-General fund service areas include:
 - Capital Projects, Grant Programs, Internal Service Funds, Community Services District, and Moreno Valley Utility
- Amendments – New revenues and expenditures based on updated projections
- Carryovers – Items previously approved by Council, but expenditures did not occur prior to June 30, 2014.

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Account Type	FY 14/15 Budget	Proposed Amendments	Proposed Carryovers	Proposed Amended Budget
Revenue	86,822,737	20,300,418	17,570,567	124,693,722
Expenses	132,814,535	7,323,291	5,772,372	152,297,926

Account Type	Proposed CIP Carryovers
Expenses: GF	7,698
Expenses: NON-GF	6,380,030

Item No. G.2

Non-General Fund Operating Budget – Proposed Amendments

- Proposed Expenditure Amendments of \$7,323,291. The following provides some key items:
 - \$1,835,400 – Fund 2507 Neighborhood Stabilization Program (NSP)
 - Expenditures funded through Federal grant
 - \$144,500 – Transfer Out to Fund 7610 Compensated Absences
 - This will begin to address the unfunded liability of approx. \$5.5 million
 - \$116,000 – CSD Zone A Parks & Community Services increase to water budgets
 - \$260,400 – Fund 5014 LMD 2014-02 re-investment in landscaping and water budget increases
 - Moreno Valley Utility
 - \$596,300 adjustment to meet Resource Adequacy regulatory requirements (Capacity within transmission grid)
 - \$490,400 adjustment to meet Renewable Energy regulatory requirements (Energy)
 - \$165,000 – First floor reconfiguration funded through equipment replacement reserves
 - \$335,000 – Equipment replacement for Parks/Technology/Facilities funded from equipment replacement reserves
 - \$148,000 – transfer out from Gas Tax to Maintenance & Operations for Storm Water Maintenance activities

Financial Updates

- Dec. 2014:
 - FY 2013/14 Comprehensive Annual Financial Report (CAFR) presented to Council
 - FY 2014/15 First Quarter Financial Summary Update to Council
- March 2015:
 - FY 2014/15 Mid-Year Budget Adjustments

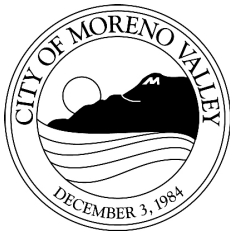
FY 2015/16-2016/17 Budget Process

- Dec. 2014 – May 2015: Council Briefings
- Jan. – March 2015: Study Sessions
- April – May 2015: Town Hall Meetings
- April – June 2015: Public Hearings
- June 2015: Budget Adopted

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Item No. G.2

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: October 28, 2014

TITLE: APPROVAL OF FISCAL YEAR 2013/14 CARRYOVERS AND
FISCAL YEAR 2014/15 BUDGET ADJUSTMENT
RECOMMENDATIONS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Resolution No. 2014-87. A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Revised Operating and Capital Budgets For Fiscal Year 2014/15.

Recommendations: That the CSD:

1. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2014-24. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Adopting the Revised Operating and Capital Budgets for Fiscal Year 2014/15.

Recommendations: That the Housing Authority:

1. Acting in its capacity as the Chairperson and Members of the Moreno Valley Housing Authority, adopt Resolution No. HA 2014-04. A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Adopting the Revised Operating and Capital Budgets for Fiscal Year 2014/15.

Recommendations: That the City Council as Successor Agency:

1. Mayor and City Council acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution

No. SA 2014-04. A Resolution of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, Adopting the Revised Operating and Capital Budgets for Fiscal Year 2014/15.

BACKGROUND

On June 11, 2013, the City Council adopted the Two-Year Operating Budget for Fiscal Years (FY) 2013/14 – 2014/15. The budget included all component units of the City, including the General Fund, Community Services District and Successor Agency. During the two-year budget period, the City Council will be apprised of the City's financial condition through the process of First Quarter and Mid-Year Budget Reviews. These reports are typically provided to City Council in December and March, respectively. This ongoing process ensures a forum to look at expenditure and revenue deviations from the estimates made in the budget document. Additionally, any significant variances in projected revenue or unanticipated expenditures will be shared with the City Council should they occur.

At the end of FY 2013/14, all unexpended and unencumbered appropriations lapse and revert to fund balance. Once the fiscal year-end closing process has identified the items that are encumbered by purchase order, contract, or other commitment at June 30, these items may be presented to City Council for approval as continuing appropriations in the new fiscal year. Approval of continuing appropriations is a long-standing and annual recurring budgetary procedure of the City.

The goal and direction regarding the fiscal status of City operations remain unchanged, "Maintain a Balanced General Fund Budget" based on the City Council's direction. Changes were considered where necessary to adjust for expenditure needs that could not be absorbed within current approved appropriations and to correct some one-time and technical requirements in certain funds. This report identifies the budget adjustments as recommended by the City Manager and the Finance Sub-Committee.

DISCUSSION

Budget Adjustments

Based on a variety of reasons, staff is recommending a limited number of budget amendments. Staff is recommending these items for Council approval now rather than holding them for a mid-year budget adjustment because they are time sensitive. Waiting on these items could cause undue burden on the respective departments.

Exhibit A provides the details of staff's request for appropriation amendments for the FY 2014/15 budget for operating expenses and revenues. Exhibit B provides the detail of staff's request for continuing appropriations for the FY 2014/15 budget for the Capital Improvement Plan. Details of the CIP carryover requests are available at the project level upon request.

The amended FY 2014/15 General Fund operating budget currently reflects approximately \$81.3 million of expenditures. The recommended first-quarter budget changes increase General Fund expenditures by \$2.0 million to \$83.3 million. The majority of the recommended expenditure adjustments are represented by increased costs estimated for public safety costs increases, Public Works asset management, and funding annual leave accruals. Additionally, with the use of prior years' savings there is a one-time expenditure for police overtime budgets along with additional camera and automatic license plate readers (ALPR) installations to enhance public safety efforts. The specific budget adjustments for the General Fund are summarized in Exhibit A attached to the City Council Resolution recommended for approval.

The General Fund revenue adjustments recommended for approval are intended to increase revenues based on current development activities and recent economic recovery as reflected in property tax revenues. The proposed adjustments to the General Fund will increase revenues by \$2.5 million to \$83.1 million as presented on Exhibit A. The economy and certain revenue sources may continue to be volatile and therefore any additional increase is not recommended for action at this time.

Fund	Type (Rev/Exp)	FY 14/15 Budget	Proposed Adjustments (\$)	Proposed Adjustments (%)	FY 14/15 Amended Budget
General Fund	Rev/Transfers-In	\$80,587,659	\$2,542,007	3.0%	\$83,129,666
General Fund	Exp/Transfers-Out	\$81,307,670	\$1,957,220*	2.4%	\$83,264,890

* Includes new request of \$1,430,673 and carryovers of \$526,547.

Proposed Police Service Enhancements

	Hours	Budget
<i>Program Budget</i>		
Patrol	1000	\$68,993.60
Traffic	360	\$24,837.70
Community Services	1400	\$96,591.04
Investigations	200	\$13,798.72
POP	1950	\$134,537.52
SET (BST/RST)	840	\$57,954.62
SET (Narcs)	500	\$34,496.80
SET (Gang)	997	\$68,786.62
<i>Electronics</i>		
ALPR System for 8 Units		135,000.00
Additional Cameras to Parks/ Intersections		115,000.00
TOTAL PROGRAM BUDGET & ELECTRONICS	7247	\$749,996.62

Careful analysis of the City's fiscal position at the close of the 2013-14 fiscal year indicates that additional revenue growth coupled with careful management of spending in operating departments allows the City Manager to recommend direction of resources to enhance Police services in the current fiscal year.

The Police Department has effectively used program overtime to target resources to high priority police services. This technique enhances services provided throughout our community in a highly cost effective manner, while preserving the City with flexibility to adjust service levels as required in succeeding years. The City Manager recommends the following augmentations to the Police Department budget:

- \$500,000 in program overtime funding to provide approximately 7,250 additional hours of police services. These funds will help the police department to address quality of life issues across the City. Programs to be enhanced will include:
 - Parks, Schools, and Pedestrian safety
 - Neighborhood Watch
 - Citizen Patrol
 - Anti-Graffiti
 - Business Outreach
 - Sex Registrant Compliance
 - Crime Free Multi-Housing and Business District Programs
 - Area-specific quality of life enforcement activities
 - Special Enforcement Teams (narcotics, theft prevention, saturation patrols, gang intervention, etc.)
- \$250,000 in technology investments that will continue to leverage police resources for maximum impact in deterring and solving crimes. Specific purchases will include:
 - Automated License Plate Recognition (ALPR) system. The City's existing system is obsolete and no longer functional. Mobile ALPR units use multiple cameras mounted on police vehicles to assist the Police in searching for missing persons and stolen vehicles as well as responding to Amber Alerts. Capable of reading up to 1,000 license plates per hour, this tool works in conjunction with the Citywide Camera System to combat crime and improve quality of life.
 - Additional cameras to expand the citywide camera system. Funds will add cameras to three city parks where calls for service have increased over the past year. The parks include Celebration Park, JFK Park and Adrienne Mitchell Memorial Park. The installation of cameras at these locations will help deter criminal activity and help law enforcement keep these parks safe.

These recommendations also complement the City Manager's recommendation to restore funding for an additional police officer position which was originally scheduled for elimination in the current fiscal year.

The recommended investments of one-time and ongoing funding to enhance Police services (over levels initially planned when the two-year budget was adopted in 2013) meet the City Council's goal to direct additional resources toward public safety. The recommended allocations have been carefully coordinated with our Police Department to ensure effective use of supplemental funding to serve residents and businesses throughout the City of Moreno Valley.

Budget Carryovers

As the prior fiscal year closes, certain budget activities and projects remain in process and have not yet been completed. Staff routinely reviews these items during the annual process to close the books and returns to City Council with a request to approve the carryover of budgets for projects still in process as a continuing appropriation. Encumbrances, which are commitments related to contracts for goods and services that are in process and not yet completed, are included in the continuing appropriations request.

<u>Carryovers</u>	<u>FY 2014/15 Adjustment</u>
Non-General Fund Operating - Revenues	\$17,570,567
General Fund Operating	526,547
Non-General Fund Operating	5,772,372
Capital Projects	6,395,426
Total Expenditures	\$12,694,345

ALTERNATIVES

1. Approve proposed resolution approving the Revised Operating and Capital Budgets for the City of Moreno Valley for FY 2014/15, pursuant to the revenue and expenditure changes presented in Exhibits A and B to the Resolution.
2. Approve proposed resolution approving the Revised Operating Budget for the Moreno Valley Community Services District for FY 2014/15, pursuant to the revenue and expenditure changes presented in Exhibits A and B to the Resolution.
3. Approve proposed resolution approving the Revised Operating Budget for the Moreno Valley Housing Authority for FY 2014/15, pursuant to the revenue and expenditure changes presented in Exhibits A and B to the Resolution.
4. Approve proposed resolution approving the Revised Operating Budget for the Successor Agency to the Community Redevelopment Agency of the City of

Moreno Valley for FY 2014/15, pursuant to the revenue and expenditure changes presented in Exhibits A and B to the Resolution.

5. Not Approve Alternatives 1-4 to amend the FY 2014/15 Operating and Capital Budgets. This action may restrict the ability for the City to meet certain service and financial obligations.

Staff recommends Alternatives 1 through 4.

FISCAL IMPACT

The FY 2014/15 Operating and Capital Budgets provide the funding and expenditure plan for all operating funds. As such, it serves as the City's financial plan for the upcoming fiscal year. The fiscal impacts for the proposed budget amendments and carryovers are identified in Exhibits A and B to the Resolutions.

CITY COUNCIL GOALS

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

COMMITTEES

The proposed first-quarter amendments were presented to the Finance Sub-Committee on October 15, 2014 and recommended for approval by the City Council.

NOTIFICATION

Publication of the agenda.

ATTACHMENTS

- Attachment 1: Proposed Resolution – City Council
- Attachment 2: Proposed Resolution – Community Services District
- Attachment 3: Proposed Resolution – Housing Authority
- Attachment 4: Proposed Resolution – Successor Agency

Exhibit A: FY 2014/15 Proposed Budget Adjustments and Carryovers

Exhibit B: FY 2014/15 Proposed CIP Carryovers

Prepared By:
Marshall Eyerman
Financial Resources Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

RESOLUTION NO. 2014-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2014/15

WHEREAS, the City Council approved the Operating and Capital Budgets for the City for Fiscal Years 2013/14 and 2014/15, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the City Council proposed amendments to the Operating and Capital Budgets for the City for Fiscal Year 2014/15, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the proposed amended Operating and Capital Budgets as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The proposed amendments to the Operating and Capital Budgets, as Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, are hereby approved and adopted as the annual Operating and Capital Budgets of the City of Moreno Valley for the Fiscal Year 2014/15.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.
3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk

1
Resolution No. 2014-87
Date Adopted: October 28, 2014

shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 28th day of October, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2014-87²
Date Adopted: October 28, 2014

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2014-87 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of October, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2014-87³
Date Adopted: October 28, 2014

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**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

EXHIBIT A

Department	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Secured	1010-99-99-91010-401000	4,471,300	471,602	4,942,902	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Unsecured	1010-99-99-91010-401010	228,600	(773)	227,827	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Prior Years	1010-99-99-91010-401020	51,000	(6,869)	44,131	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Homeowner Exemp	1010-99-99-91010-401030	68,000	4,200	72,200	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Teeter/Del Tax	1010-99-99-91010-401050	160,000	(25,129)	134,871	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax in Lieu-VLF	1010-99-99-91010-401060	14,265,000	647,136	14,912,136	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Redevelopment Redistributor	1010-40-45-30110-401065	-	254,211	254,211	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Redevelopment Redistributor	1010-99-99-91010-401065	-	257,409	257,409	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax in Lieu-Sales Tax	1010-99-99-91010-402030	3,620,000	1,118,770	4,738,770	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Utility Users Tax	1010-99-99-91010-407000	16,428,000	(516,000)	15,912,000	UUT growth adjusted based on prior years to 2%
Financial & Management Svcs	1010 GENERAL FUND	Sales Tax - General	1010-99-99-91010-402000	12,800,000	100,000	12,900,000	Adjusted based on FY 13/14 revenues
Public Works	1010 GENERAL FUND	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	1010-99-99-91010-807510	427,676	237,451	665,127	Transfer-in to purchase replacement vehicles and equipment
TOTAL - Revenue and Transfers-in				\$ 52,519,576	\$ 2,542,007	\$ 55,061,583	
Administrative Services	1010 GENERAL FUND	Oper Suppl - Laboratory	1010-18-38-18210-630212	28,000	7,500	35,500	Increased costs associated with intake vaccination protocol for stray pets, additional testing kits for the parvovirus, additional preventative products
Financial & Management Svcs	1010 GENERAL FUND	Benefits - PERS & ERPD Def Comp	1010-99-99-91010-612110	-	40,000	40,000	CalPERS: The City owes approximately \$40k in FY 14/15 for "Replacement Benefit Contribution"
Financial & Management Svcs	1010 GENERAL FUND	Benefits - Bank	1010-99-99-91010-612120	280,000	(280,000)	-	OPEB: Budget for \$0, since medical expenses are reimbursed
Financial & Management Svcs	1010 GENERAL FUND	Agency Svcs - State	1010-99-99-91010-620310	1,100,000	(198,000)	902,000	OPEB: Reduced from \$1.1M to \$902k to match Annual Required Contribution
Financial & Management Svcs	1010 GENERAL FUND	Salaries, Regular	1010-30-33-25020-611110	268,658	101,260	369,918	Financial Resources Salary/Benefits adjustments
Financial & Management Svcs	1010 GENERAL FUND	Training & Travel	1010-30-33-25020-620510	2,000	3,000	5,000	Financial Resources Logos training
Fire	1010 GENERAL FUND	Agency Svcs - Cnty	1010-40-45-30110-620320	14,001,360	196,027	14,197,387	Riverside County Fire's partner cities advising them of increases occurring to Cal PERS pension rates, increases with state health care benefits and an increase in the state administrative charge.
Fire	1010 GENERAL FUND	Deficit Reduction Savings	1010-99-99-91010-680412	(901,797)	(98,203)	(1,000,000)	Increase deficit reduction amount to cover vacancy factors
Police	1010 GENERAL FUND	Agency Svcs - Cnty	1010-60-68-40312-620320	-	750,000	750,000	Use of prior year savings to provide additional Overtime budget and new cameras and ALPR.
Public Works	1010 GENERAL FUND	Oper Mtrls - Furn & Equip	1010-70-29-20410-630330	200	7,604	7,804	Increase to purchase a multifunction plotter.
Financial & Management Svcs	1010 GENERAL FUND	Transfer -out	1010-99-99-91010-907610	-	500,000	500,000	Transfer-out to compensated absences Fund 7610
Public Works	1010 GENERAL FUND	Mach-Equip, Repl - Vehicles	1010-660322	-	231,485	231,485	Purchase replacement vehicles and equipment, utilizing accrued replacement reserves
Public Works	1010 GENERAL FUND	Transfer-out	1010-99-99-91010-907410	-	170,000	170,000	Maint & Op GPS tracking and fleet management software
TOTAL - Expenses and Transfer-out				\$ 14,778,421	\$ 1,430,673	\$ 16,209,094	

-1155-

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

Department	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Public Works	2000 STATE GAS TAX	State Gas Tax 2107	2000-99-99-92000-408000	1,370,718	(78,764)	1,291,954	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	State Gas Tax 2106	2000-99-99-92000-408020	614,706	152,610	767,316	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	State Gas Tax 2105	2000-99-99-92000-408030	928,206	351,805	1,280,011	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	State Gas Tax 2103	2000-99-99-92000-408040	2,244,944	(175,303)	2,069,641	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	Reimbursed Indirect Costs	2000-70-77-45220-680410	(535,500)	100,000	(435,500)	Capital Projects Division operating budget Reimbursed Indirect Costs adjusted per current activities
Public Works	2000 STATE GAS TAX	Transfers to STORM WATER MAINTENANCE	2000-99-99-92000-902007	50,000	148,150	198,150	Transfer-out to Fund 2007 Storm Drain Maint. for prior expenses
Public Works	2001 MEASURE A	Fed Reimb-Capital	2001-99-99-92001-482020	1,994,100	767,770	2,761,870	CIP adjustments - for reimbursement revenue
Public Works	2001 MEASURE A	Mach-Equip, Repl - Vehicles	2001-70-78-45311-660322	200,000	80,000	280,000	Increased estimate for Signing & Striping truck vehicle replacement.
Public Works	2001 MEASURE A	Transfer-out	2001-99-99-92001-902301	-	1,495,760	1,495,760	CIP adjustments - transfer out

Item No. G.2

CITY OF MORENO VALLEY
 NON-GENERAL FUND
 FY 2014/15 Proposed Operating Budget Adjustments

Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Public Works	2005 AIR QUALITY MANAGEMENT	Air Quality Incentives	2005-70-76-45140-486100	200,000	20,000	220,000	Increased based on historical expenditures
Public Works	2007 STORM WATER MAINTENANCE	Transfers in - from GAS TAX FUND	2007-99-99-92007-802000	50,000	148,450	198,450	Transfer-in from Fund 2000 Gas Tax for prior expenses
Public Works	2007 STORM WATER MAINTENANCE	Oper Mtrls - Furn & Equip	2007-70-78-45340-630330	95,111	(26,521)	68,590	Adjusted exp to match revenues for FY 14/15
Parks & Community Svcs	2201 CHILD CARE GRANT	ISF - Risk - General Liability	2201-50-58-75011-690210	20,800	(5,000)	15,800	Reduced based on available revenues
Parks & Community Svcs	2201 CHILD CARE GRANT	ISF - Purch & Fac	2201-50-58-75011-690390	28,800	(7,000)	21,800	Reduced based on available revenues
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Temporary	2201-50-58-75011-611310	270,000	(11,304)	258,696	Reduced based on available revenues
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Regular	2201-50-58-75011-611110	19,284	(977)	18,307	personnel adjustments/reductions
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Temporary	2201-50-58-75011-611310	270,000	(22,795)	247,205	personnel adjustments/reductions
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Temporary	2201-50-58-75112-611310	-	8,177	8,177	personnel adjustments/reductions
Parks & Community Svcs	2202 ASES PROGRAM GRANT	Salaries, Regular	2202-50-58-75312-611110	85,263	(21,193)	64,070	personnel adjustments/reductions
Public Works	2301 CAPITAL PROJECTS GRANTS	Transfers in - from MEASURE "A" FUND	2301-99-99-92301-802001	-	1,495,760	1,495,760	CIP adjustments - transfer in
Public Works	2301 CAPITAL PROJECTS GRANTS	County Grant-Capital Revenue	2301-99-99-92301-487010	-	2,017,500	2,017,500	CIP adjustments - for reimbursement revenue
Public Works	2301 CAPITAL PROJECTS GRANTS	Fed Reimb-Capital	2301-99-99-92301-482020	-	4,230,340	4,230,340	CIP adjustments - for reimbursement revenue
Fire	2503 EMPG-EMERGENCY MGMT GRANT	Salaries, Regular	2503-40-47-74101-611110	39,768	(6,603)	33,165	Reduced based on available revenues
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Program Income	2507-30-33-72701-485210	-	2,109,481	2,109,481	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	Fed Grant-Operating Revenue	2507-30-33-72703-485000	-	2,489,481	2,489,481	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 6 -Redevelopment	2507-30-33-72703-733207	-	115,400	115,400	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Administration	2507-30-33-72703-733208	-	120,000	120,000	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Programs	2507-30-33-72701-733201	-	1,220,000	1,220,000	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	Salaries, Regular	2507-30-33-72701-611110	-	380,000	380,000	Adjustment based on current reconciliation of the Grant
Public Works	3002 PW GENERAL CAPITAL PROJECTS	Reimbursement Agreement	3002-99-99-93002-500600	-	1,500,000	1,500,000	CIP adjustments - for reimbursement revenue
Public Works	3002 PW GENERAL CAPITAL PROJECTS	Reimbursement Agreement	3002-99-99-93002-500600	-	398,542	398,542	CIP adjustments - for reimbursement revenue
Public Works	3002 PW GENERAL CAPITAL PROJECTS	Reimbursement Agreement	3002-99-99-93002-500600	-	500,000	500,000	CIP adjustments - for reimbursement revenue
Public Works	3008 CAPITAL PROJECTS REIMBURSEMENTS	CIP Other	3008-70-77-80001-720199	2,319,224	1,000,000	3,319,224	CIP adjustments - for reimbursement revenue
Financial & Management Svcs	3701 2005 LEASE REV BONDS-DEBT SVC	Transfers to 2013 REFUNDING 2005 LRB	3701-99-90-93701-903712	489,542	623,230	1,112,772	Adjustment to balance activities between Funds 2005 and 2013
Financial & Management Svcs	3712 2013 REFUNDING 2005 LRB BONDS-DEBT SVC	Transfers in - from 2005 LEASE REV BONDS-DEBT SVC	3712-99-99-93712-803701	489,542	623,230	1,112,772	Adjustment to balance activities between Funds 2005 and 2013
Parks & Community Svcs	4017 ARTS COMMISSION	Contractual Svcs - Other	4017-50-55-35030-625099	8,200	(6,100)	2,100	Adjusted based on available fund balance and revenues
Parks & Community Svcs	4017 ARTS COMMISSION	Oper Mtrls - Other	4017-50-55-35030-630399	5,600	(5,000)	600	Adjusted based on available fund balance and revenues
Financial & Management Svcs	4800 SUCCESSOR AGENCY ADMIN FUND	Transfers to HOUSING AUTHORITY	4800-99-99-94800-908884	-	25,000	25,000	Adjustment to Housing Authority revenue received per the State approved ROPS
Financial & Management Svcs	4800 SUCCESSOR AGENCY ADMIN FUND	Transfers to COMPENSATED ABSENCES	4800-99-99-94800-907610	-	144,462	144,462	One-time transfer for Unfunded Accrued Leave, as approved on the ROPS
Financial & Management Svcs	5010 LIBRARY SERVICES	Property Tax - Redevelopment Redistribution	5010-18-56-18510-401065	-	70,097	70,097	Adjusted per Assessor County Recorder estimates

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

Department	Fund	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment	
Financial & Management Svcs	5010 LIBRARY SERVICES	Property Tax - Library	5010-18-56-18510-401090	1,305,000	230,861	1,535,861	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Secured	5011-99-99-95011-401000	1,545,000	224,837	1,769,837	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Unsecured	5011-99-99-95011-401010	81,000	12,257	93,257	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Prior Years	5011-99-99-95011-401020	6,000	(2,939)	3,061	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Homeowner Exemp	5011-99-99-95011-401030	26,000	878	26,878	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Teeter/Del Tax	5011-99-99-95011-401050	75,000	(23,595)	51,405	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Redevelopment Redistribution	5011-99-99-95011-401065	-	77,881	77,881	Adjusted per Assessor County Recorder estimates
Parks & Community Svcs	5011 ZONE A PARKS	Rental Income	5011-50-57-35213-463000	-	25,000	25,000	Rental Income for the Golf Course.
Parks & Community Svcs	5011 ZONE A PARKS	Lease Payments - Sub-Agents	5011-50-58-35310-463070	51,300	(47,000)	4,300	Transfer to Conf & Rec Cntr (5011-50-58-35313-463070). Lease payments are for Fitness 19 located in the CRC.
Parks & Community Svcs	5011 ZONE A PARKS	Lease Payments - Sub-Agents	5011-50-58-35313-463070	-	47,000	47,000	Transfer from Senior Program (5011-50-58-35310-463070). Lease payments are for Fitness 19 located in the CRC.
Parks & Community Svcs	5011 ZONE A PARKS	Spl Seasonal Events-4th of Jul	5011-50-58-35317-507080	50,000	(25,000)	25,000	Adjustment to reduce revenues to historical amounts based on last two years.
Parks & Community Svcs	5011 ZONE A PARKS	Professional Svcs - Other	5011-50-58-35315-620299	7,000	25,000	32,000	Adjustment for unforeseen additional Bank Card Fees.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Electricity	5011-50-57-35210-621010	-	105,000	105,000	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Water	5011-50-57-35213-621030	-	78,700	78,700	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Water	5011-50-57-35210-621030	-	552,000	552,000	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Other	5011-50-57-35213-621099	56,000	(54,700)	1,300	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Other	5011-50-57-35210-621099	615,000	(615,000)	-	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Contractual Svcs - Other	5011-50-58-35312-625099	10,000	25,000	35,000	Adjustment for additional contractual costs for new events (concerts in the Park, Movies in the Park and Snow Day)
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-55-35010-611110	212,087	(19,384)	192,703	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35210-611110	962,243	(178,747)	783,496	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-57-35210-611130	36,026	15,452	51,478	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35211-611110	40,842	(22,459)	18,383	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35212-611110	161,366	(13,188)	148,178	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-57-35212-611130	49,110	(18,658)	30,452	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35213-611110	14,335	30,142	44,477	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-57-35213-611130	40,000	(6,403)	33,597	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35214-611110	96,742	(1,069)	95,673	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35310-611110	140,088	10,057	150,145	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35310-611130	12,594	1,805	14,399	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35311-611110	61,628	(26,355)	35,273	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35312-611110	16,621	32,050	48,671	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35312-611130	500	80,121	80,621	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35313-611110	46,159	(2,101)	44,058	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35313-611130	78,805	(28,417)	50,388	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35314-611110	61,744	(1,498)	60,246	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35314-611130	15,000	4,198	19,198	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35315-611110	484,791	(302,645)	182,146	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35315-611130	330,000	(239,302)	90,698	personnel adjustments/reductions

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CITY OF MORENO VALLEY
 NON-GENERAL FUND
 FY 2014/15 Proposed Operating Budget Adjustments

Department	Fund	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment	
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35317-611110	20,000	6,795	26,795	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35317-611310	5,000	39	5,039	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35318-611110	-	213,026	213,026	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35318-611310	-	171,319	171,319	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35319-611110	-	25,936	25,936	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35319-611310	-	14,399	14,399	personnel adjustments/reductions
Financial & Management Svcs	5012 LMD 2014-01	Advanced Energy Fees	5012-30-79-25703-501100	87,300	(86,800)	500	Adjusted based on revised projections
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Secured	5012-30-79-25703-401000	74,800	10,435	85,235	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Unsecured	5012-30-79-25703-401010	4,100	377	4,477	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Prior Years	5012-30-79-25703-401020	300	(150)	150	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Homeowner Exemp	5012-30-79-25703-401030	1,300	(10)	1,290	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Teeter/Del Tax	5012-30-79-25703-401050	4,800	(2,332)	2,468	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Redevelopment Redistribution	5012-30-79-25703-401065	-	3,265	3,265	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5013 ZONE E EXTENSIVE LANDSCAPE	Admin Chrg - GF - Cost Alloc	5013-30-79-25705-692010	(69,479)	71,590	2,111	Re-allocate General Fund cost allocation credit to include new Fund 5014 LMD 2014-02
Financial & Management Svcs	5014 LMD 2014-02	Salaries, Regular	5014-30-79-25721-611110	298,380	75,000	373,380	Allocation of salary for consistency of parcel count and acreage for the new LMD 2014-02 Fund
Financial & Management Svcs	5014 LMD 2014-02	Maint & Repair - Bldg & Ground	5014-30-79-25721-620910	931,431	235,400	1,166,831	Landscaping reinvestment opportunities within areas that have available funding
Financial & Management Svcs	5014 LMD 2014-02	Utilities - Water	5014-30-79-25721-621030	409,595	25,000	434,595	Increase water costs to account for EMWD tier rate charges (EMWD move to Stage 3a Water Shortage Contingency Plan)
Financial & Management Svcs	5014 LMD 2014-02	Admin Chrg - GF - Cost Alloc	5014-30-79-25721-692010	110,150	(71,590)	38,560	Re-allocate General Fund cost allocation credit to include new Fund 5014 LMD 2014-02
Financial & Management Svcs	5015 CFD 2014-01	Special Taxes	5015-30-79-25722-404000	-	36,616	36,616	New Fund established after budget adoption
Financial & Management Svcs	5015 CFD 2014-01	Utilities - Electricity	5015-30-79-25722-621010	-	5,700	5,700	New Fund established after budget adoption
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Secured	5110-30-79-25703-401000	95,900	18,497	114,397	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Unsecured	5110-30-79-25703-401010	5,600	510	6,110	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Prior Years	5110-30-79-25703-401020	300	(111)	189	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Homeowner Exemp	5110-30-79-25703-401030	1,800	(46)	1,754	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Teeter/Del Tax	5110-30-79-25703-401050	6,400	(3,032)	3,368	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Redevelopment Redistribution	5110-30-79-25703-401065	-	33,170	33,170	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Parcel Fees	5111-30-79-25704-500800	1,198,100	(25,000)	1,173,100	Decrease in projected revenue, based on applied charges
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Professional Svcs - Other	5111-30-79-25704-620299	15,400	60,000	75,400	Costs associated with the conversion of districts from CSD to LMD or CFD
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Maint & Repair - Bldg & Ground	5111-30-79-25704-620910	368,500	58,300	426,800	Landscaping reinvestment opportunities within areas that have available funding.
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Utilities - Water	5111-30-79-25704-621030	227,900	29,000	256,900	Increase water costs to account for EMWD tier rate charges (EMWD move to Stage 3a Water Shortage Contingency Plan)
Financial & Management Svcs	5112 ZONE M MEDIANS	Parcel Fees	5112-30-79-25719-500800	202,700	(31,904)	170,796	Decrease in projected revenue, based on applied charges
Financial & Management Svcs	5112 ZONE M MEDIANS	Salaries, Regular	5112-30-79-25719-611110	67,556	(46,000)	21,556	Allocation of salary for consistency of parcel count and acreage for the new LMD 2014-02 Fund. Offset to fund 5014.
Financial & Management Svcs	5112 ZONE M MEDIANS	Professional Svcs - Other	5112-30-79-25719-620299	-	25,000	25,000	Costs associated with the conversion of districts from CSD to LMD or CFD

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Parks & Community Svcs	5113 CFD#1	Salaries, Regular	5113-50-57-35216-611110	367,235	(33,177)	334,058	personnel adjustments/reductions
Parks & Community Svcs	5113 CFD#1	Salaries, Temporary	5113-50-57-35216-611310	10,700	814	11,514	personnel adjustments/reductions
Financial & Management Svcs	5114 ZONE S	Professional Svcs - Other	5114-30-79-25720-620299	-	25,000	25,000	Costs associated with the conversion of districts from CSD to LMD or CFD
Parks & Community Svcs	5211 Zone A Parks - Assets	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	5211-99-99-95211-807510	-	215,626	215,626	Equipment replacement
Parks & Community Svcs	5211 Zone A Parks - Assets	Mach-Equip, Repl - Vehicles	5211-660322	-	215,626	215,626	Equipment replacement
Public Works	6010 ELECTRIC	Resource Adequacy	6010-70-80-45510-710146	-	596,300	596,300	Adjustment to meet Resource Adequacy regulatory requirements
Public Works	6010 ELECTRIC	Renewable Energy	6010-70-80-45510-710148	-	490,400	490,400	Adjustment to meet Renewable Energy regulatory requirements
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25410-693010	1,600	(1,600)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25411-693010	222,200	(222,200)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25412-693010	39,400	(39,400)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25413-693010	1,200	(1,200)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	CIP Other	7210-30-39-25452-720199	(74,443)	74,443	-	Adjustment for budget in Fund 7220
Financial & Management Svcs	7220 TECHNOLOGY SERVICES ASSET FUND	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7220-99-99-97220-807510	-	14,841	14,841	Equipment replacement
Financial & Management Svcs	7220 TECHNOLOGY SERVICES ASSET FUND	Mach-Equip, Repl - Vehicles	7220-660322	-	14,841	14,841	Equipment replacement
Administrative Services	7310 FACILITIES MAINTENANCE	Employee Beverage Service	7310-18-40-18410-580120	4,800	(3,700)	1,100	Adjusted for coffee program
Administrative Services	7310 FACILITIES MAINTENANCE	In-House Copier Charges	7310-18-40-18410-585010	132,636	11,464	144,100	Increase revenue to match account 693020 payments received
Administrative Services	7310 FACILITIES MAINTENANCE	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7310-99-99-97310-807510	-	165,000	165,000	Transfer-in for the City Hall first floor reconfiguration, second phase of the functional and accessibility updates to City Hall
Administrative Services	7310 FACILITIES MAINTENANCE	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7310-99-99-97310-807510	-	24,701	24,701	Equipment replacement
Administrative Services	7310 FACILITIES MAINTENANCE	Mach-Equip, Repl - Vehicles	7310-660322	-	24,701	24,701	Equipment replacement
Administrative Services	7310 FACILITIES MAINTENANCE	Professional Svcs - Other	7310-18-40-18411-620299	-	185,000	185,000	The City Hall first floor reconfiguration is the second phase of the functional and accessibility updates to City Hall
Administrative Services	7310 FACILITIES MAINTENANCE	Contractual Svcs - Other	7310-18-40-18410-625099	-	20,000	20,000	The forklift is broken and facilities is currently getting estimates on repairs.
Public Works	7410 EQUIPMENT MAINTENANCE	Administrative Charges	7410-70-78-45360-585020	786,134	266,700	1,052,834	Revenue offset for modification to tracking of exp.
Public Works	7410 EQUIPMENT MAINTENANCE	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7410-99-99-97410-807510	-	40,962	40,962	Transfer-in for the replacement of (2) vehicle hoists in Mechanic's Shop.
Public Works	7410 EQUIPMENT MAINTENANCE	Transfers in - from GENERAL FUND	7410-99-99-97410-801010	-	170,000	170,000	Transfer in for the purchase of Maint & Op GPS tracking and fleet management software
Public Works	7410 EQUIPMENT MAINTENANCE	Mach-Equip, New - Other	7410-70-78-45360-660398	-	40,962	40,962	Replace (2) vehicle hoists in Mechanic's Shop. Cost offset with transfer-in from equipment replacement funds.
Public Works	7410 EQUIPMENT MAINTENANCE	Mach-Equip, New - Other	7410-70-78-45360-660398	-	140,000	140,000	Purchase of GPS Implementation Program for the installation of GPS units on City vehicles
Public Works	7410 EQUIPMENT MAINTENANCE	Mach-Equip, New - Other	7410-70-78-45360-660398	-	30,000	30,000	Purchase of Fleet Management software related to Proposed Vehicle/Equipment Replacement Program and needed for improved vehicle repair/cost history tracking.
Public Works	7410 EQUIPMENT MAINTENANCE	Maint & Repair - Machine Equip	7410-70-78-45360-620930	-	266,700	266,700	Modification to tracking of exp. Offset with new revenues
Administrative Services	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88190-907310	-	165,000	165,000	Transfer-out for the City Hall first floor reconfiguration, second phase of the functional and accessibility updates to City Hall
Public Works	7510 EQUIPT REPLACEMENT RESERVE	Transfers to GENERAL FUND	7510-99-97-88190-901010	427,676	5,966	433,642	Transfer-out for the purchase of a replacement multifunction plotter.
Public Works	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-99-97510-907410	-	40,962	40,962	Transfer-out for the replacement of (2) vehicle hoists in Mechanic's Shop.
Multiple	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-901010	-	231,485	231,485	Transfer-out for the replacement of vehicles
Parks & Community Svcs	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-905211	-	215,626	215,626	Transfer-out for the replacement of vehicles

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CITY OF MORENO VALLEY
 NON-GENERAL FUND
 FY 2014/15 Proposed Operating Budget Adjustments

Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Administrative Services	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-907220	-	14,841	14,841	Transfer-out for the replacement of vehicles
Financial & Management Svcs	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-907310	-	24,701	24,701	Transfer-out for the replacement of vehicles
Financial & Management Svcs	7610 Compensated Abscences	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	7610-99-99-97610-804800	-	144,462	144,462	One-time transfer for Unfunded Accrued Leaves that the DOF approved on the ROPS
Financial & Management Svcs	7610 Compensated Abscences	Transfers in - from GENERAL FUND	7610-99-99-97610-801010	-	500,000	500,000	Transfer-in to fund compensated absences
Financial & Management Svcs	7610 Compensated Abscences	Leave Payouts - Annual	7610-99-99-97610-613110	-	500,000	500,000	Funding for the payout of compensated absences
Financial & Management Svcs	8884 HOUSING AUTHORITY	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	8884-99-99-98884-804800	-	25,000	25,000	Transfer-in for Housing Authority revenue received per the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	8884-99-99-98884-804800	-	70,000	70,000	Transfer-in for Housing Authority revenue received per the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Princ. Repayment- Rental Rehab	8884-30-33-20601-461090	-	17,000	17,000	Revenue for Housing Authority activities funded through the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Interest Inc. - Rental Rehab	8884-30-33-20601-460090	-	40,000	40,000	Revenue for Housing Authority activities funded through the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Contractual Svcs - Other	8884-30-33-20601-625099	-	25,000	25,000	For Housing Authority activities funded through the ROPS - Affordable Housing Certificates
Financial & Management Svcs	8884 HOUSING AUTHORITY	Professional Svcs - Other	8884-30-33-20601-620299	-	70,000	70,000	For Housing Authority activities funded through the ROPS - Legal Services
Financial & Management Svcs	8884 HOUSING AUTHORITY	Agency Svcs - Other	8884-30-33-20601-620399	-	15,000	15,000	For Housing Authority activities funded through the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Salaries, Regular	8884-30-33-20601-611110	-	15,000	15,000	For Housing Authority activities funded through the ROPS

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed Operating Budget Carryovers**

Department	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
18 Administrative Services	1010 GENERAL FUND	Mach-Equip, New - Vehicles	1010-18-38-18210-660312	\$ 53,000	\$ 53,000	\$ 106,000	RFP awarded March 2014 to Fairview Ford in the amount of \$58,108 for replacement of one Animal Control transport vehicle. Expected delivery was late July, early August as of 9/2/14 still waiting for delivery.
20 Community & Economic Dev	1010 GENERAL FUND	Professional Svcs - Other	1010-20-28-20310-620299	75,000	75,000	150,000	Budget for scanning of B&S permit and plans to bring them to current - RFS will be requested in FY 14/15
40 Fire	1010 GENERAL FUND	Agency Svcs - Cnty	1010-40-45-30110-620320	14,001,360	145,709	14,147,069	Request is to cover construction costs for the remodel at Fire Station 48
60 Police	1010 GENERAL FUND	Maint & Repair - Machine Equip	1010-60-65-40010-620930	159,400	53,000	212,400	The PD has been in consultation with city IT and the City Manager's Office, in upgrading our current citywide camera system software.
60 Police	1010 GENERAL FUND	Contractual Svcs - Other	1010-60-65-40010-625099	840,500	131,050	971,550	\$12,600 will be used to pay for a FY 13/14 sexual assault examination invoice that was billed late from RCRMC. \$16,450 will be used to install WiFi for the Public Safety Building. Consultant to prepare a cost analysis to examine PD budget will be approximately \$40,000. \$50,000 for COM-SEC and Rasmussen Brothers Construction invoices for Detective Unit interview room's electronic system and soundproofing. \$12,000 to complete the Pantascene project.
70 Public Works	1010 GENERAL FUND	Professional Svcs - Other	1010-70-76-45110-620299	800	25,628	26,428	Committed expense assoc with M&O Mobile Application ordered in FY13/14 & delivered in FY14/15. New PO# 2015-640.
70 Public Works	1010 GENERAL FUND	Oper Mtrls - Other	1010-70-76-45111-630399	-	43,160	43,160	Traffic signal rewiring services at three intersections. Work carried over into new fiscal year, requiring budget carryover from 13/14 to pay an outstanding invoice. Denied carryover request may result in scheduled 14/15 projects not being completed.
TOTAL				\$ 15,130,060	\$ 526,547	\$ 15,656,607	

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Carryovers**

Department/Fund	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
99 Non-Department	2001 MEASURE A	Fed Reimb-Capital	2001-99-99-92001-482020	1,994,100	4,502,000	6,496,100	Remaining Federal-aid and FEMA Allocations. SR-60/Nason Bridge transferred to Fund 3008
99 Non-Department	2001 MEASURE A	State Grant-Capital Revenue	2001-99-99-92001-486010	-	543,500	543,500	Remaining State Grant Allocations
99 Non-Department	2001 MEASURE A	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	2001-99-99-92001-807510	125,904	409,665	535,569	Replacement Charges associated with vehicles ordered in FY 13/14 and delivered in FY 14/15.
70 Public Works	2001 MEASURE A	Mach-Equip, Repl - Vehicles	2001-70-78-45311-660322	200,000	778,000	978,000	Committed expenditures associated with vehicles ordered in FY 13/14 and delivered in FY 14/15. Additionally, up to \$165,000 in prior year savings to be utilized for the purchase of used street sweeper from the City of Santa Ana.
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Other Grant-Operating Revenue	2012-20-27-72201-489000	-	79,252	79,252	Carry over remaining grant fund
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Salaries, Regular	2012-20-27-72201-611110	526	28,803	29,329	Carry over remaining grant fund
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Training & Travel	2012-20-27-72201-620510	-	839	839	Carry over remaining grant fund
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Marketing Svcs - Advertising	2012-20-27-72201-620610	-	500	500	Carry over remaining grant fund
18 Administrative Services	2300 MISCELLANEOUS GRANTS	State Grant-Operating Revenue	2300-18-38-73312-486000	-	29,632	29,632	Grant Funds received in FY11-12 & FY12-13 from CA Dept. of Food & Agriculture. To be used FY14-15 in its entirety with S/N Vouchers issued by Animal License Inspector. Funds can only be used for pets in the community NOT in the Animal Shelter.
18 Administrative Services	2300 MISCELLANEOUS GRANTS	Professional Svcs - Veterinary Svcs	2300-18-38-73312-620250	-	29,632	29,632	Grant Funds received in FY11-12 & FY12-13 from CA Dept. of Food & Agriculture. To be used FY14-15 in its entirety with S/N Vouchers issued by Animal License Inspector. Funds can only be used for pets in the community NOT in the Animal Shelter.
40 Fire	2503 EMPG-EMERGENCY MGMT GRANT	Fed Grant-Operating Revenue	2503-40-47-74104-485000	-	22,745	22,745	This is a grant award to the City that was not fully expended in FY 13/14 but will be fully expended in FY 14/15
40 Fire	2503 EMPG-EMERGENCY MGMT GRANT	Salaries, Regular	2503-40-47-74104-611110	-	22,745	22,745	This is a grant award to the City that was not fully expended in FY 13/14 but will be fully expended in FY 14/15
99 Non-Department	2506 HOME(FEDERAL)	Fed Grant-Operating Revenue	2506-99-99-92506-485000	987,796	66,880	1,054,676	Funding for MHG
20 Community & Economic Dev	2506 HOME(FEDERAL)	HOME Programs	2506-20-32-72657-733102	-	66,880	66,880	Carry over for Mobile Home Grant not spent C/O to 2506-30-33-72657-733102
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	Fed Grant-Operating Revenue	2507-20-32-72703-485000	-	1,398,000	1,398,000	Remaining Grant Fund to be carried over to FY 2014/15
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Programs	2507-20-32-72701-733201	-	2,200,000	2,200,000	required for continued program implementation C/O to 2507-30-33-72701-733201

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**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Carryovers**

Department/Fund	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 1 - SFR/APR	2507-20-32-72703-733202	-	115,000	115,000	required for continued program implementation C/O to 2507-30-33-72703-733202
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 2 - MFR/APR	2507-20-32-72703-733203	-	277,900	277,900	required for continued program implementation C/O to 2507-30-33-72703-733203
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 6 - Redevelopment	2507-20-32-72703-733207	-	1,216,700	1,216,700	required for continued program implementation C/O to 2507-30-33-72703-733207
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Administration	2507-20-32-72703-733208	-	55,000	55,000	required for continued program implementation C/O to 2507-30-33-72703-733208
30 Financial & Management Svcs	2512 COMM DEV BLOCK GRANT (CDBG)	Fed Grant-Operating Revenue	2512-30-33-72611-485000	2,654,066	1,521,422	4,175,488	For Edgemont Project; ERC and Carry over CIPs
20 Community & Economic Dev	2512 COMM DEV BLOCK GRANT (CDBG)	Economic Development	2512-20-32-72611-730105	-	58,830	58,830	ERC Program - Carry over to 2512-30-33-72611-730105
20 Community & Economic Dev	2512 COMM DEV BLOCK GRANT (CDBG)	Edgemont Project	2512-20-32-72611-740102	-	246,701	246,701	Carry over to 2512-30-33-72611-740102
20 Community & Economic Dev	2715 JAG GRANTS	Fed Grant-Operating Revenue	2715-20-26-72112-485000	-	3,567	3,567	Remaining Grant Fund to be carried over to FY 2014/15
20 Community & Economic Dev	2715 JAG GRANTS	Fed Grant-Operating Revenue	2715-20-26-72113-485000	-	54,285	54,285	Remaining Grant Fund to be carried over to FY 2014/15
20 Community & Economic Dev	2715 JAG GRANTS	Salaries, Temporary	2715-20-26-72112-611310	-	3,183	3,183	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Salaries, Temporary	2715-20-26-72113-611310	-	46,807	46,807	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Benefits - PERS & ERPD Def Comp	2715-20-26-72112-612110	-	147	147	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Benefits - PERS & ERPD Def Comp	2715-20-26-72113-612110	-	6,378	6,378	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Benefits - Medicare	2715-20-26-72112-612130	-	80	80	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Communications	2715-20-26-72112-620410	-	157	157	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Communications	2715-20-26-72113-620410	-	450	450	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Maint & Repair - Machine Equip	2715-20-26-72113-620930	-	250	250	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Oper Suppl - Office	2715-20-26-72113-630210	-	150	150	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Oper Mtrls - Fuel: Gasoline	2715-20-26-72113-630355	-	250	250	Carry over remaining grant fund
99 Non-Department	2800 SCAG ARTICLE 3 FUND	County Article 3	2800-99-99-92800-487100	-	250,000	250,000	Remaining SB 821 Grant Awards
99 Non-Department	3003 TUMF CAPITAL PROJECTS	Reimbursements - Other Govts	3003-99-99-93003-483010	-	6,500,000	6,500,000	Remaining TUMF Allocations
99 Non-Department	3008 CAPITAL PROJECTS REIMBURSEMENTS	Fed Reimb-Capital	3008-99-99-93008-482020	-	1,681,090	1,681,090	Remaining SR-60/Nason Bridge Allocation. New federal-aid, state grants and county grants transferred to Fund 2301.
99 Non-Department	3008 CAPITAL PROJECTS REIMBURSEMENTS	State Grant-Capital Revenue	3008-99-99-93008-486010	-	60,000	60,000	Remaining State Grant Allocations
99 Non-Department	3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	Fed Reimb-Capital	3302-99-99-93302-482020	-	448,529	448,529	Remaining Federal-aid Allocation for EVP
30 Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Professional Svcs - Other	7210-30-39-25410-620299	75,000	26,312	101,312	PO # 2014-1757 has expenses spanning 2 fiscal years so these funds need to be carried over so that we can open a new PO in 2015 and pay the vendor.
30 Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Computer, Repl - Hardware	7210-30-39-25411-660420	-	171,739	171,739	Carryover goes into 7220; it does not stay in 7210. This project was delayed due to other project priorities so the funds are needed this FY to complete the project. We anticipate releasing a RFP in October 2014 in relation to this project.
30 Financial & Management Svcs	7220 TECHNOLOGY SERVICES ASSET FUND	CIP Other	7220-30-39-25453-720199	423,000	9,274	432,274	PO # 2014-1608 has expenses spanning 2 fiscal years so these funds need to be carried over so that we can open a new PO in 2015 and pay the vendor.
99 Non-Department	7510 EQUIPT REPLACEMENT RESERVE	Transfers to MEASURE "A" FUND	7510-99-97-88190-902001	125,904	409,665	535,569	Replacement Charges associated with vehicles ordered in FY 13/14 and delivered in FY 14/15.

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed CIP Budget Carryovers**

EXHIBIT B

Fund	GL Account	Project No	Project Description	FY 2013/14 Amended Budget	Proposed Carryover	Revised Budget
1010 GENERAL FUND	1010-70-77-80001-720199	801 0048 70 77 1010	Wayfinding and Welcome Signs	\$ 24,000	\$ 4,997	\$ 28,997
1010 GENERAL FUND	1010-70-77-80004-720199	804 0004 70 77 1010	Edgemont Addendum Summary Report to the 2008 Edgemont Water Master Plan Update	500	2,701	3,201
2000 STATE GAS TAX	2000-70-77-80004-720199	804 0001 70 77 2000	Heacock Street Channel between Cactus Avenue and 3,500 Ft South of Cactus Avenue	27,300	(3,268)	24,032
2001 MEASURE A	2001-70-76-80001-720199	801 0045 70 76 2001A	Moreno Valley Bicycle Master Plan Update (CBTP)	136,562	(4,275)	132,287
2001 MEASURE A	2001-70-76-80001-720199	801 0045 70 76 2001	Moreno Valley Bicycle Master Plan Update	136,562	1,434	137,996
2001 MEASURE A	2001-70-76-80001-720199	801 0049 70 76 2001	Bike Lane Improvements	136,562	2,527	139,089
2001 MEASURE A	2001-70-76-80001-720199	801 0015 70 76 2001	Residential Traffic Management Program (Speed Hump Program)	136,562	64,397	200,959
2001 MEASURE A	2001-70-76-80008-720199	808 0013 70 76 2001	Traffic Signal Equipment/Upgrades	166,171	(33,209)	132,962
2001 MEASURE A	2001-70-76-80008-720199	808 0001 70 76 2001	Citywide Traffic Sign Retroreflectivity Inventory	166,171	(7,737)	158,434
2001 MEASURE A	2001-70-77-80001-720199	801 0011 70 77 2001A	Street Improvement Program (HMPG)	8,602,484	(60,200)	8,542,284
2001 MEASURE A	2001-70-77-80001-720199	801 0039 70 77 2001	Alessandro Boulevard Median / Indian Street to Perris Boulevard	8,602,484	(19,478)	8,583,006
2001 MEASURE A	2001-70-77-80001-720199	801 0051 70 77 2001A	Delphinium Avenue Sidewalk Improvements (SR2S)	8,602,484	(18,877)	8,583,607
2001 MEASURE A	2001-70-77-80001-720199	801 0024 70 77 2001A	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue (SLPP)	8,602,484	(18,207)	8,584,277
2001 MEASURE A	2001-70-77-80001-720199	801 0028 70 77 2001A	Cactus Avenue Eastbound 3rd Lane Improvements / I-215 to Veterans Way (SLPP)	8,602,484	(12,500)	8,589,984
2001 MEASURE A	2001-70-77-80001-720199	801 0012 70 77 2001	SR-60 / Nason Street Interchange	8,602,484	(4,254)	8,598,230
2001 MEASURE A	2001-70-77-80001-720199	801 0027 70 77 2001	Heacock Street / San Michelle Road to Perris Valley Storm Drain Lateral "A"	8,602,484	(2,190)	8,600,294
2001 MEASURE A	2001-70-77-80001-720199	801 0006 70 77 2001	Indian Street / Manzanita Avenue Intersection Reconfiguration	8,602,484	(2,000)	8,600,484
2001 MEASURE A	2001-70-77-80001-720199	801 0009 70 77 2001	Reche Vista Drive Realignment / Perris Boulevard / Heacock Street to North City Limits	8,602,484	(1,218)	8,601,266
2001 MEASURE A	2001-70-77-80001-720199	801 0048 70 77 2001	Wayfinding and Welcome Signs	8,602,484	(416)	8,602,068
2001 MEASURE A	2001-70-77-80001-720199	801 0046 70 77 2001	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements	8,602,484	5,463	8,607,947
2001 MEASURE A	2001-70-77-80001-720199	801 0046 70 77 2001A	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements (HSIP)	8,602,484	27,560	8,630,044
2001 MEASURE A	2001-70-77-80001-720199	801 0008 70 77 2001	Annual ADA Compliant Curb Ramp Upgrade	8,602,484	36,149	8,638,633
2001 MEASURE A	2001-70-77-80001-720199	801 0039 70 77 2001A	Alessandro Boulevard Median / Indian Street to Perris Boulevard (HSIP)	8,602,484	36,890	8,639,374
2001 MEASURE A	2001-70-77-80001-720199	801 0047 70 77 2001A	Alessandro Boulevard / Elsworth Street Intersection Improvements (HSIP)	8,602,484	38,377	8,640,861
2001 MEASURE A	2001-70-77-80001-720199	801 0003 70 77 2001	Citywide Annual Pavement Resurfacing Program	8,602,484	55,159	8,657,643
2001 MEASURE A	2001-70-77-80001-720199	801 0011 70 77 2001	Street Improvement Program (SIP)	8,602,484	57,145	8,659,629
2001 MEASURE A	2001-70-77-80001-720199	801 0047 70 77 2001	Alessandro Boulevard / Elsworth Street Intersection Improvements	8,602,484	64,806	8,667,290
2001 MEASURE A	2001-70-77-80001-720199	801 0010 70 77 2001	Heacock Street South Extension	8,602,484	240,455	8,842,939
2001 MEASURE A	2001-70-77-80001-720199	801 0052 70 77 2001	SR-60 / Theodore Street Interchange	8,602,484	440,238	9,042,722
2001 MEASURE A	2001-70-77-80002-720199	802 0002 70 77 2001	Bridge Repair Maintenance Program	81,000	4,186	85,186
2001 MEASURE A	2001-70-77-80004-720199	804 0007 70 77 2001A	San Timoteo Foothill Storm Drain K-1 and K-4 (HMGP)	1,405,000	(13,645)	1,391,355
2001 MEASURE A	2001-70-77-80004-720199	804 0007 70 77 2001	San Timoteo Foothill Storm Drain K-1 and K-4	1,405,000	50,751	1,455,751
2001 MEASURE A	2001-70-78-80001-720199	801 0017 70 78 2001	Pavement Rehabilitation and Slurry Seal Program	110,000	43,223	153,223
2005 AIR QUALITY MANAGEMENT	2005-70-76-80008-720199	808 0005 70 76 2005	Transportation Management Center	66,021	(13,973)	52,048

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**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed CIP Budget Carryovers**

Fund	GL Account	Project No	Project Description	FY 2013/14 Amended Budget	Proposed Carryover	Revised Budget
2005 AIR QUALITY MANAGEMENT	2005-70-76-80008-720199	808 0004 70 76 2005	Traffic Signal Coordination Program	66,021	22,798	88,819
2512 COMM DEV BLOCK GRANT (CDBG)	2512-50-57-80007-720199	807 0005 50 57 2512	Annual ADA Park Improvements	-	14,534	14,534
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80001-720199	801 0008 70 77 2512	Annual ADA Compliant Curb Ramp Upgrade	1,854,000	(392,000)	1,462,000
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80001-720199	801 0039 70 77 2512	Alessandro Boulevard Median / Indian Street to Perris Boulevard (HSIP)	1,854,000	(157,388)	1,696,612
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80001-720199	801 7002 70 77 2512	Hemlock Ave / Graham St to David Pl and Graham St / Hemlock Ave to David Ln	1,854,000	8,455	1,862,455
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80004-720199	804 0006 70 77 2512	East Sunnymead Boulevard Storm Drain from Indian Street to SR-60 / Perris Off-Ramp	1,495,000	34,824	1,529,824
2800 SCAG ARTICLE 3 FUND	2800-70-76-80001-720199	801 0044 70 76 2800	Cycle 2 Citywide Sidewalks and Access Ramps Project	50,000	(50,000)	-
3000 FACILITY CONSTRUCTION	3000-70-77-80003-720199	803 0001 70 77 3000	Civic Center Site Improvements (Exterior)	2,970,325	(10,000)	2,960,325
3000 FACILITY CONSTRUCTION	3000-70-77-80003-720199	803 0002 70 77 3000	Corporate Yard Facility	2,970,325	21,627	2,991,952
3000 FACILITY CONSTRUCTION	3000-70-77-80004-720199	804 0001 70 77 3000	Heacock Street Channel between Cactus Avenue and 3,500 Ft South of Cactus Avenue	649,359	238,371	887,730
3002 PW GENERAL CAPITAL PROJECTS	3002-70-76-80008-720199	808 0012 70 76 3002	Traffic Mitigation and Enhancement Program	2,526	(2,526)	-
3002 PW GENERAL CAPITAL PROJECTS	3002-70-77-80001-720199	801 0011 70 77 3002	Street Improvement Program (RCFC)	1,500,000	(2,319)	1,497,681
3002 PW GENERAL CAPITAL PROJECTS	3002-70-77-80004-720199	804 0005 70 77 3002	Moreno Master Drainage Plan Line F, Stage 2 Channel Improvements	500,000	67,711	567,711
3003 TUMF CAPITAL PROJECTS	3003-70-77-80001-720199	801 0024 70 77 3003	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue	6,154,676	(86,792)	6,067,884
3003 TUMF CAPITAL PROJECTS	3003-70-77-80001-720199	801 0027 70 77 3003	Heacock Street / San Michelle Road to Perris Valley Storm Drain Lateral "A"	6,154,676	21,817	6,176,493
3005 FIRE SERVICES CAPITAL	3005-70-77-80003-720199	803 0017 70 77 3005	Fire Station No. 6 Multipurpose Annex	406,000	6,244	412,244
3005 FIRE SERVICES CAPITAL	3005-70-77-80003-720199	803 0022 70 77 3005	Remodel Fire Station #48 - Sunnymead Ranch	406,000	257,252	663,252
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80003-720199	803 0008 50 57 3006Q	Weston Park Restroom and ADA Improvements	25,000	15,015	40,015
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80003-720199	803 0015 50 57 3006Q	Cottonwood Recreation Center Renovation	25,000	57,117	82,117
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0005 50 57 3006Q	Annual ADA Park Improvements	1,896,410	(1,923)	1,894,487
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0024 50 57 3006P	Cottonwood Golf Course Driving Range	1,896,410	(675)	1,895,735
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0010 50 57 3006Q	Park Monument Signs	1,896,410	5,307	1,901,717
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0007 50 57 3006P	Install Musco Control Link Automated Lighting Systems	1,896,410	10,000	1,906,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0007 50 57 3006Q	Install Musco Control Link Automated Lighting Systems	1,896,410	10,589	1,906,999
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0031 50 57 3006P	Rancho Verde Park	1,896,410	19,395	1,915,805
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0006 50 57 3006Q	March Field Park Arena Soccer Facility	1,896,410	20,000	1,916,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0028 50 57 3006P	Lasselle Sports Park Security Cameras	1,896,410	40,000	1,936,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0030 50 57 3006Q	Morrison Park Relamping	1,896,410	75,000	1,971,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0004 50 57 3006Q	Replacement Playground Equipment	1,896,410	135,135	2,031,545
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80001-720199	801 0038 70 77 3008	SR-60 / Moreno Beach Drive South Side of Interchange (Phase 1)	2,319,224	973,129	3,292,353

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed CIP Budget Carryovers**

Fund	GL Account	Project No	Project Description	FY 2013/14 Amended Budget	Proposed Carryover	Revised Budget
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80002-720199	802 0003 70 77 3008	SR-60 / Nason Street Overcrossing Bridge (STPL)	300,000	1,931,651	2,231,651
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80003-720199	803 0013 70 77 3008	Morrison Park Fire Station (formerly Fire Station #107)	-	10,000	10,000
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80004-720199	804 0002 70 77 3008	Storm Drain Improvements on Day Street South of Cottonwood Avenue	5,000	(170)	4,830
3301 DIF ARTERIAL STREETS CAPITAL PRO	3301-70-77-80001-720199	801 0028 70 77 3301	Cactus Avenue Eastbound 3rd Lane Improvements / I-215 to Veterans Way	28,771	(22,500)	6,271
3301 DIF ARTERIAL STREETS CAPITAL PRO	3301-70-77-80001-720199	801 0031 70 77 3301	Cactus Avenue Eastbound 3rd Lane Improvements / Veterans Way to Heacock Street	28,771	(4,941)	23,830
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0008 70 76 3302	Nason Street / Riverside County Regional Medical Center Main Driveway Traffic Signal	1,580,486	61	1,580,547
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0010 70 76 3302	Emergency Vehicle Pre-emption at 117 Traffic Signals	1,580,486	9,391	1,589,877
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0006 70 76 3302	ITS Deployment Phase I A	1,580,486	31,809	1,612,295
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0005 70 76 3302	Transportation Management Center	1,580,486	49,439	1,629,925
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0010 70 76 3302A	Emergency Vehicle Pre-emption at 117 Traffic Signals (HSIP)	1,580,486	213,496	1,793,982
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-77-80008-720199	808 0009 70 77 3302	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements	136,068	(1,359)	134,709
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-77-80008-720199	808 0024 70 77 3302	Perris Blvd/Ironwoor-Manzanita TS	136,068	227,000	363,068
3311 DIF INTERCHANGE IMPROV CAP PROJ	3311-70-77-80001-720199	801 0052 70 77 3311	SR-60 / Theodore Street Interchange	-	111,305	111,305
3401 2005 LEASE REV BONDS CAP ADMIN	3401-70-77-80001-720199	801 0032 70 77 3401	Kitching Street / Alessandro Boulevard to Gentian Avenue	4,000	(702)	3,298
3401 2005 LEASE REV BONDS CAP ADMIN	3401-70-77-80003-720199	803 0001 70 77 3401	Civic Center Site Improvements (Exterior)	30,000	10,742	40,742
3401 2005 LEASE REV BONDS CAP ADMIN	3401-70-77-80003-720199	803 0010 70 77 3401	Public Safety Building Conversion	30,000	18,732	48,732
3411 TRIP CAPITAL PROJECTS	3411-70-77-80001-720199	801 0001 70 77 3411	Nason Street / Cactus Avenue to Fir Avenue	16,283,101	(722,259)	15,560,842
3411 TRIP CAPITAL PROJECTS	3411-70-77-80001-720199	801 0024 70 77 3411	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue	16,283,101	(4,683)	16,278,418
3411 TRIP CAPITAL PROJECTS	3411-70-77-80001-720199	801 0003 70 77 3411	Citywide Annual Pavement Resurfacing Program	16,283,101	1,072,049	17,355,150
5113 CFD#1	5113-50-57-80007-720199	807 0023 50 57 5113	CFD#1 Park Parking Lot Seal Coat	408,000	(7,126)	400,874
5113 CFD#1	5113-50-57-80007-720199	807 0021 50 57 5113	Celebration Park Perimeter Fence	408,000	15,000	423,000
5113 CFD#1	5113-50-57-80007-720199	807 0033 50 57 5113	Shadow Mountain Park ADA Ramp	408,000	17,490	425,490
6020 2007 TAXABLE LEASE REVENUE BONDS	6020-70-80-80005-720199	805 0024 70 80 6020	Install Cable to Transfer Part of Load from Globe 12kV to Indian 12kV	623,332	13,650	636,982
6020 2007 TAXABLE LEASE REVENUE BONDS	6020-70-80-80005-720199	805 0021 70 80 6020	MVU-0023 MoVal 33KV South Industrial Substation WDAT	623,332	1,087,466	1,710,798
7220 TECHNOLOGY SERVICES ASSET FUND	7220-30-39-80003-720199	803 0011 30 39 7210	Box Springs Communications Site	625,000	(16,402)	608,598
7220 TECHNOLOGY SERVICES ASSET FUND	7220-30-39-80003-720199	803 0012 30 39 7210	800 MHz Radio Repeater System Centralization	625,000	14,579	639,579
7220 TECHNOLOGY SERVICES ASSET FUND	7220-30-39-80009-720199	809 0001 30 39 7210	Citywide Fiber Optic Communications Expansion	84,940	30,000	114,940

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Item No. G.2

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RESOLUTION NO. CSD 2014-24

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2014/15

WHEREAS, the Community Services District (CSD) Board approved the Operating and Capital Budgets for the District for Fiscal Year 2014/15, a copy of which, as may have been amended by the CSD Board, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District proposed amendments to the Operating and Capital Budgets for the District for Fiscal Year 2014/15, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain estimates of the services, activities and projects comprising the budget, and contain expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain the estimates of uses of fund balance as required to stabilize the delivery of CSD services during periods of operational deficits; and

WHEREAS, the President and Board of Directors have made such revisions to the proposed amended Operating and Capital Budgets as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The proposed amendments to the Operating and Capital Budgets, as Exhibit A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District's Board of Directors, is hereby approved and adopted as the annual Operating and Capital Budgets of the Moreno Valley Community Services District for the

1
Resolution No. CSD 2014-24
Date Adopted: October 28, 2014

Fiscal Year 2014/15.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
3. Pursuant to Section 61047 of the California Government Code, compensation for the City Council acting in the capacity of the Directors of the Community Services District, shall be \$100 per meeting or for each day's service rendered as a Director, not to exceed six days or \$600 in any calendar month. In addition, the Directors shall be compensated for actual and necessary traveling and incidental expenses incurred while on official business.
4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 28th day of October, 2014.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

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Resolution No. CSD 2014-24
Date Adopted: October 28, 2014

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2014-24 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 28th day of October, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

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**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

EXHIBIT A

Department	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Secured	1010-99-99-91010-401000	4,471,300	471,602	4,942,902	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Unsecured	1010-99-99-91010-401010	228,600	(773)	227,827	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Prior Years	1010-99-99-91010-401020	51,000	(6,869)	44,131	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Homeowner Exemp	1010-99-99-91010-401030	68,000	4,200	72,200	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Teeter/Del Tax	1010-99-99-91010-401050	160,000	(25,129)	134,871	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax in Lieu-VLF	1010-99-99-91010-401060	14,265,000	647,136	14,912,136	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Redevelopment Redistributor	1010-40-45-30110-401065	-	254,211	254,211	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Redevelopment Redistributor	1010-99-99-91010-401065	-	257,409	257,409	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax in Lieu-Sales Tax	1010-99-99-91010-402030	3,620,000	1,118,770	4,738,770	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Utility Users Tax	1010-99-99-91010-407000	16,428,000	(516,000)	15,912,000	UUT growth adjusted based on prior years to 2%
Financial & Management Svcs	1010 GENERAL FUND	Sales Tax - General	1010-99-99-91010-402000	12,800,000	100,000	12,900,000	Adjusted based on FY 13/14 revenues
Public Works	1010 GENERAL FUND	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	1010-99-99-91010-807510	427,676	237,451	665,127	Transfer-in to purchase replacement vehicles and equipment
TOTAL - Revenue and Transfers-in				\$ 52,519,576	\$ 2,542,007	\$ 55,061,583	
Administrative Services	1010 GENERAL FUND	Oper Suppl - Laboratory	1010-18-38-18210-630212	28,000	7,500	35,500	Increased costs associated with intake vaccination protocol for stray pets, additional testing kits for the parvovirus, additional preventative products
Financial & Management Svcs	1010 GENERAL FUND	Benefits - PERS & ERPD Def Comp	1010-99-99-91010-612110	-	40,000	40,000	CalPERS: The City owes approximately \$40k in FY 14/15 for "Replacement Benefit Contribution"
Financial & Management Svcs	1010 GENERAL FUND	Benefits - Bank	1010-99-99-91010-612120	280,000	(280,000)	-	OPEB: Budget for \$0, since medical expenses are reimbursed
Financial & Management Svcs	1010 GENERAL FUND	Agency Svcs - State	1010-99-99-91010-620310	1,100,000	(198,000)	902,000	OPEB: Reduced from \$1.1M to \$902k to match Annual Required Contribution
Financial & Management Svcs	1010 GENERAL FUND	Salaries, Regular	1010-30-33-25020-611110	268,658	101,260	369,918	Financial Resources Salary/Benefits adjustments
Financial & Management Svcs	1010 GENERAL FUND	Training & Travel	1010-30-33-25020-620510	2,000	3,000	5,000	Financial Resources Logos training
Fire	1010 GENERAL FUND	Agency Svcs - Cnty	1010-40-45-30110-620320	14,001,360	196,027	14,197,387	Riverside County Fire's partner cities advising them of increases occurring to Cal PERS pension rates, increases with state health care benefits and an increase in the state administrative charge.
Fire	1010 GENERAL FUND	Deficit Reduction Savings	1010-99-99-91010-680412	(901,797)	(98,203)	(1,000,000)	Increase deficit reduction amount to cover vacancy factors
Police	1010 GENERAL FUND	Agency Svcs - Cnty	1010-60-68-40312-620320	-	750,000	750,000	Use of prior year savings to provide additional Overtime budget and new cameras and ALPR.
Public Works	1010 GENERAL FUND	Oper Mtrls - Furn & Equip	1010-70-29-20410-630330	200	7,604	7,804	Increase to purchase a multifunction plotter.
Financial & Management Svcs	1010 GENERAL FUND	Transfer -out	1010-99-99-91010-907610	-	500,000	500,000	Transfer-out to compensated absences Fund 7610
Public Works	1010 GENERAL FUND	Mach-Equip, Repl - Vehicles	1010-660322	-	231,485	231,485	Purchase replacement vehicles and equipment, utilizing accrued replacement reserves
Public Works	1010 GENERAL FUND	Transfer-out	1010-99-99-91010-907410	-	170,000	170,000	Maint & Op GPS tracking and fleet management software
TOTAL - Expenses and Transfer-out				\$ 14,778,421	\$ 1,430,673	\$ 16,209,094	

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**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

Department	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Public Works	2000 STATE GAS TAX	State Gas Tax 2107	2000-99-99-92000-408000	1,370,718	(78,764)	1,291,954	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	State Gas Tax 2106	2000-99-99-92000-408020	614,706	152,610	767,316	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	State Gas Tax 2105	2000-99-99-92000-408030	928,206	351,805	1,280,011	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	State Gas Tax 2103	2000-99-99-92000-408040	2,244,944	(175,303)	2,069,641	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	Reimbursed Indirect Costs	2000-70-77-45220-680410	(535,500)	100,000	(435,500)	Capital Projects Division operating budget Reimbursed Indirect Costs adjusted per current activities
Public Works	2000 STATE GAS TAX	Transfers to STORM WATER MAINTENANCE	2000-99-99-92000-902007	50,000	148,150	198,150	Transfer-out to Fund 2007 Storm Drain Maint. for prior expenses
Public Works	2001 MEASURE A	Fed Reimb-Capital	2001-99-99-92001-482020	1,994,100	767,770	2,761,870	CIP adjustments - for reimbursement revenue
Public Works	2001 MEASURE A	Mach-Equip, Repl - Vehicles	2001-70-78-45311-660322	200,000	80,000	280,000	Increased estimate for Signing & Striping truck vehicle replacement.
Public Works	2001 MEASURE A	Transfer-out	2001-99-99-92001-902301	-	1,495,760	1,495,760	CIP adjustments - transfer out

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CITY OF MORENO VALLEY
 NON-GENERAL FUND
 FY 2014/15 Proposed Operating Budget Adjustments

Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Public Works	2005 AIR QUALITY MANAGEMENT	Air Quality Incentives	2005-70-76-45140-486100	200,000	20,000	220,000	Increased based on historical expenditures
Public Works	2007 STORM WATER MAINTENANCE	Transfers in - from GAS TAX FUND	2007-99-99-92007-802000	50,000	148,450	198,450	Transfer-in from Fund 2000 Gas Tax for prior expenses
Public Works	2007 STORM WATER MAINTENANCE	Oper Mtrls - Furn & Equip	2007-70-78-45340-630330	95,111	(26,521)	68,590	Adjusted exp to match revenues for FY 14/15
Parks & Community Svcs	2201 CHILD CARE GRANT	ISF - Risk - General Liability	2201-50-58-75011-690210	20,800	(5,000)	15,800	Reduced based on available revenues
Parks & Community Svcs	2201 CHILD CARE GRANT	ISF - Purch & Fac	2201-50-58-75011-690390	28,800	(7,000)	21,800	Reduced based on available revenues
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Temporary	2201-50-58-75011-611310	270,000	(11,304)	258,696	Reduced based on available revenues
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Regular	2201-50-58-75011-611110	19,284	(977)	18,307	personnel adjustments/reductions
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Temporary	2201-50-58-75011-611310	270,000	(22,795)	247,205	personnel adjustments/reductions
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Temporary	2201-50-58-75112-611310	-	8,177	8,177	personnel adjustments/reductions
Parks & Community Svcs	2202 ASES PROGRAM GRANT	Salaries, Regular	2202-50-58-75312-611110	85,263	(21,193)	64,070	personnel adjustments/reductions
Public Works	2301 CAPITAL PROJECTS GRANTS	Transfers in - from MEASURE "A" FUND	2301-99-99-92301-802001	-	1,495,760	1,495,760	CIP adjustments - transfer in
Public Works	2301 CAPITAL PROJECTS GRANTS	County Grant-Capital Revenue	2301-99-99-92301-487010	-	2,017,500	2,017,500	CIP adjustments - for reimbursement revenue
Public Works	2301 CAPITAL PROJECTS GRANTS	Fed Reimb-Capital	2301-99-99-92301-482020	-	4,230,340	4,230,340	CIP adjustments - for reimbursement revenue
Fire	2503 EMPG-EMERGENCY MGMT GRANT	Salaries, Regular	2503-40-47-74101-611110	39,768	(6,603)	33,165	Reduced based on available revenues
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Program Income	2507-30-33-72701-485210	-	2,109,481	2,109,481	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	Fed Grant-Operating Revenue	2507-30-33-72703-485000	-	2,489,481	2,489,481	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 6 -Redevelopment	2507-30-33-72703-733207	-	115,400	115,400	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Administration	2507-30-33-72703-733208	-	120,000	120,000	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Programs	2507-30-33-72701-733201	-	1,220,000	1,220,000	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	Salaries, Regular	2507-30-33-72701-611110	-	380,000	380,000	Adjustment based on current reconciliation of the Grant
Public Works	3002 PW GENERAL CAPITAL PROJECTS	Reimbursement Agreement	3002-99-99-93002-500600	-	1,500,000	1,500,000	CIP adjustments - for reimbursement revenue
Public Works	3002 PW GENERAL CAPITAL PROJECTS	Reimbursement Agreement	3002-99-99-93002-500600	-	398,542	398,542	CIP adjustments - for reimbursement revenue
Public Works	3002 PW GENERAL CAPITAL PROJECTS	Reimbursement Agreement	3002-99-99-93002-500600	-	500,000	500,000	CIP adjustments - for reimbursement revenue
Public Works	3008 CAPITAL PROJECTS REIMBURSEMENTS	CIP Other	3008-70-77-80001-720199	2,319,224	1,000,000	3,319,224	CIP adjustments - for reimbursement revenue
Financial & Management Svcs	3701 2005 LEASE REV BONDS-DEBT SVC	Transfers to 2013 REFUNDING 2005 LRB	3701-99-90-93701-903712	489,542	623,230	1,112,772	Adjustment to balance activities between Funds 2005 and 2013
Financial & Management Svcs	3712 2013 REFUNDING 2005 LRB BONDS-DEBT SVC	Transfers in - from 2005 LEASE REV BONDS-DEBT SVC	3712-99-99-93712-803701	489,542	623,230	1,112,772	Adjustment to balance activities between Funds 2005 and 2013
Parks & Community Svcs	4017 ARTS COMMISSION	Contractual Svcs - Other	4017-50-55-35030-625099	8,200	(6,100)	2,100	Adjusted based on available fund balance and revenues
Parks & Community Svcs	4017 ARTS COMMISSION	Oper Mtrls - Other	4017-50-55-35030-630399	5,600	(5,000)	600	Adjusted based on available fund balance and revenues
Financial & Management Svcs	4800 SUCCESSOR AGENCY ADMIN FUND	Transfers to HOUSING AUTHORITY	4800-99-99-94800-908884	-	25,000	25,000	Adjustment to Housing Authority revenue received per the State approved ROPS
Financial & Management Svcs	4800 SUCCESSOR AGENCY ADMIN FUND	Transfers to COMPENSATED ABSENCES	4800-99-99-94800-907610	-	144,462	144,462	One-time transfer for Unfunded Accrued Leave, as approved on the ROPS
Financial & Management Svcs	5010 LIBRARY SERVICES	Property Tax - Redevelopment Redistribution	5010-18-56-18510-401065	-	70,097	70,097	Adjusted per Assessor County Recorder estimates

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

Department	Fund	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment	
Financial & Management Svcs	5010 LIBRARY SERVICES	Property Tax - Library	5010-18-56-18510-401090	1,305,000	230,861	1,535,861	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Secured	5011-99-99-95011-401000	1,545,000	224,837	1,769,837	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Unsecured	5011-99-99-95011-401010	81,000	12,257	93,257	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Prior Years	5011-99-99-95011-401020	6,000	(2,939)	3,061	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Homeowner Exemp	5011-99-99-95011-401030	26,000	878	26,878	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Teeter/Del Tax	5011-99-99-95011-401050	75,000	(23,595)	51,405	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Redevelopment Redistribution	5011-99-99-95011-401065	-	77,881	77,881	Adjusted per Assessor County Recorder estimates
Parks & Community Svcs	5011 ZONE A PARKS	Rental Income	5011-50-57-35213-463000	-	25,000	25,000	Rental Income for the Golf Course.
Parks & Community Svcs	5011 ZONE A PARKS	Lease Payments - Sub-Agents	5011-50-58-35310-463070	51,300	(47,000)	4,300	Transfer to Conf & Rec Cntr (5011-50-58-35313-463070). Lease payments are for Fitness 19 located in the CRC.
Parks & Community Svcs	5011 ZONE A PARKS	Lease Payments - Sub-Agents	5011-50-58-35313-463070	-	47,000	47,000	Transfer from Senior Program (5011-50-58-35310-463070). Lease payments are for Fitness 19 located in the CRC.
Parks & Community Svcs	5011 ZONE A PARKS	Spl Seasonal Events-4th of Jul	5011-50-58-35317-507080	50,000	(25,000)	25,000	Adjustment to reduce revenues to historical amounts based on last two years.
Parks & Community Svcs	5011 ZONE A PARKS	Professional Svcs - Other	5011-50-58-35315-620299	7,000	25,000	32,000	Adjustment for unforeseen additional Bank Card Fees.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Electricity	5011-50-57-35210-621010	-	105,000	105,000	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Water	5011-50-57-35213-621030	-	78,700	78,700	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Water	5011-50-57-35210-621030	-	552,000	552,000	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Other	5011-50-57-35213-621099	56,000	(54,700)	1,300	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Other	5011-50-57-35210-621099	615,000	(615,000)	-	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Contractual Svcs - Other	5011-50-58-35312-625099	10,000	25,000	35,000	Adjustment for additional contractual costs for new events (concerts in the Park, Movies in the Park and Snow Day)
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-55-35010-611110	212,087	(19,384)	192,703	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35210-611110	962,243	(178,747)	783,496	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-57-35210-611130	36,026	15,452	51,478	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35211-611110	40,842	(22,459)	18,383	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35212-611110	161,366	(13,188)	148,178	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-57-35212-611130	49,110	(18,658)	30,452	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35213-611110	14,335	30,142	44,477	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-57-35213-611130	40,000	(6,403)	33,597	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35214-611110	96,742	(1,069)	95,673	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35310-611110	140,088	10,057	150,145	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35310-611130	12,594	1,805	14,399	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35311-611110	61,628	(26,355)	35,273	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35312-611110	16,621	32,050	48,671	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35312-611130	500	80,121	80,621	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35313-611110	46,159	(2,101)	44,058	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35313-611130	78,805	(28,417)	50,388	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35314-611110	61,744	(1,498)	60,246	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35314-611130	15,000	4,198	19,198	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35315-611110	484,791	(302,645)	182,146	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35315-611130	330,000	(239,302)	90,698	personnel adjustments/reductions

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**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35317-611110	20,000	6,795	26,795	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35317-611310	5,000	39	5,039	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35318-611110	-	213,026	213,026	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35318-611310	-	171,319	171,319	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35319-611110	-	25,936	25,936	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35319-611310	-	14,399	14,399	personnel adjustments/reductions
Financial & Management Svcs	5012 LMD 2014-01	Advanced Energy Fees	5012-30-79-25703-501100	87,300	(86,800)	500	Adjusted based on revised projections
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Secured	5012-30-79-25703-401000	74,800	10,435	85,235	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Unsecured	5012-30-79-25703-401010	4,100	377	4,477	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Prior Years	5012-30-79-25703-401020	300	(150)	150	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Homeowner Exemp	5012-30-79-25703-401030	1,300	(10)	1,290	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Teeter/Del Tax	5012-30-79-25703-401050	4,800	(2,332)	2,468	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Redevelopment Redistribution	5012-30-79-25703-401065	-	3,265	3,265	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5013 ZONE E EXTENSIVE LANDSCAPE	Admin Chrg - GF - Cost Alloc	5013-30-79-25705-692010	(69,479)	71,590	2,111	Re-allocate General Fund cost allocation credit to include new Fund 5014 LMD 2014-02
Financial & Management Svcs	5014 LMD 2014-02	Salaries, Regular	5014-30-79-25721-611110	298,380	75,000	373,380	Allocation of salary for consistency of parcel count and acreage for the new LMD 2014-02 Fund
Financial & Management Svcs	5014 LMD 2014-02	Maint & Repair - Bldg & Ground	5014-30-79-25721-620910	931,431	235,400	1,166,831	Landscaping reinvestment opportunities within areas that have available funding
Financial & Management Svcs	5014 LMD 2014-02	Utilities - Water	5014-30-79-25721-621030	409,595	25,000	434,595	Increase water costs to account for EMWD tier rate charges (EMWD move to Stage 3a Water Shortage Contingency Plan)
Financial & Management Svcs	5014 LMD 2014-02	Admin Chrg - GF - Cost Alloc	5014-30-79-25721-692010	110,150	(71,590)	38,560	Re-allocate General Fund cost allocation credit to include new Fund 5014 LMD 2014-02
Financial & Management Svcs	5015 CFD 2014-01	Special Taxes	5015-30-79-25722-404000	-	36,616	36,616	New Fund established after budget adoption
Financial & Management Svcs	5015 CFD 2014-01	Utilities - Electricity	5015-30-79-25722-621010	-	5,700	5,700	New Fund established after budget adoption
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Secured	5110-30-79-25703-401000	95,900	18,497	114,397	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Unsecured	5110-30-79-25703-401010	5,600	510	6,110	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Prior Years	5110-30-79-25703-401020	300	(111)	189	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Homeowner Exemp	5110-30-79-25703-401030	1,800	(46)	1,754	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Teeter/Del Tax	5110-30-79-25703-401050	6,400	(3,032)	3,368	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Redevelopment Redistribution	5110-30-79-25703-401065	-	33,170	33,170	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Parcel Fees	5111-30-79-25704-500800	1,198,100	(25,000)	1,173,100	Decrease in projected revenue, based on applied charges
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Professional Svcs - Other	5111-30-79-25704-620299	15,400	60,000	75,400	Costs associated with the conversion of districts from CSD to LMD or CFD
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Maint & Repair - Bldg & Ground	5111-30-79-25704-620910	368,500	58,300	426,800	Landscaping reinvestment opportunities within areas that have available funding.
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Utilities - Water	5111-30-79-25704-621030	227,900	29,000	256,900	Increase water costs to account for EMWD tier rate charges (EMWD move to Stage 3a Water Shortage Contingency Plan)
Financial & Management Svcs	5112 ZONE M MEDIANS	Parcel Fees	5112-30-79-25719-500800	202,700	(31,904)	170,796	Decrease in projected revenue, based on applied charges
Financial & Management Svcs	5112 ZONE M MEDIANS	Salaries, Regular	5112-30-79-25719-611110	67,556	(46,000)	21,556	Allocation of salary for consistency of parcel count and acreage for the new LMD 2014-02 Fund. Offset to fund 5014.
Financial & Management Svcs	5112 ZONE M MEDIANS	Professional Svcs - Other	5112-30-79-25719-620299	-	25,000	25,000	Costs associated with the conversion of districts from CSD to LMD or CFD

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Parks & Community Svcs	5113 CFD#1	Salaries, Regular	5113-50-57-35216-611110	367,235	(33,177)	334,058	personnel adjustments/reductions
Parks & Community Svcs	5113 CFD#1	Salaries, Temporary	5113-50-57-35216-6111310	10,700	814	11,514	personnel adjustments/reductions
Financial & Management Svcs	5114 ZONE S	Professional Svcs - Other	5114-30-79-25720-620299	-	25,000	25,000	Costs associated with the conversion of districts from CSD to LMD or CFD
Parks & Community Svcs	5211 Zone A Parks - Assets	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	5211-99-99-95211-807510	-	215,626	215,626	Equipment replacement
Parks & Community Svcs	5211 Zone A Parks - Assets	Mach-Equip, Repl - Vehicles	5211-660322	-	215,626	215,626	Equipment replacement
Public Works	6010 ELECTRIC	Resource Adequacy	6010-70-80-45510-710146	-	596,300	596,300	Adjustment to meet Resource Adequacy regulatory requirements
Public Works	6010 ELECTRIC	Renewable Energy	6010-70-80-45510-710148	-	490,400	490,400	Adjustment to meet Renewable Energy regulatory requirements
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25410-693010	1,600	(1,600)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25411-693010	222,200	(222,200)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25412-693010	39,400	(39,400)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25413-693010	1,200	(1,200)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	CIP Other	7210-30-39-25452-720199	(74,443)	74,443	-	Adjustment for budget in Fund 7220
Financial & Management Svcs	7220 TECHNOLOGY SERVICES ASSET FUND	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7220-99-99-97220-807510	-	14,841	14,841	Equipment replacement
Financial & Management Svcs	7220 TECHNOLOGY SERVICES ASSET FUND	Mach-Equip, Repl - Vehicles	7220-660322	-	14,841	14,841	Equipment replacement
Administrative Services	7310 FACILITIES MAINTENANCE	Employee Beverage Service	7310-18-40-18410-580120	4,800	(3,700)	1,100	Adjusted for coffee program
Administrative Services	7310 FACILITIES MAINTENANCE	In-House Copier Charges	7310-18-40-18410-585010	132,636	11,464	144,100	Increase revenue to match account 693020 payments received
Administrative Services	7310 FACILITIES MAINTENANCE	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7310-99-99-97310-807510	-	165,000	165,000	Transfer-in for the City Hall first floor reconfiguration, second phase of the functional and accessibility updates to City Hall
Administrative Services	7310 FACILITIES MAINTENANCE	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7310-99-99-97310-807510	-	24,701	24,701	Equipment replacement
Administrative Services	7310 FACILITIES MAINTENANCE	Mach-Equip, Repl - Vehicles	7310-660322	-	24,701	24,701	Equipment replacement
Administrative Services	7310 FACILITIES MAINTENANCE	Professional Svcs - Other	7310-18-40-18411-620299	-	185,000	185,000	The City Hall first floor reconfiguration is the second phase of the functional and accessibility updates to City Hall
Administrative Services	7310 FACILITIES MAINTENANCE	Contractual Svcs - Other	7310-18-40-18410-625099	-	20,000	20,000	The forklift is broken and facilities is currently getting estimates on repairs.
Public Works	7410 EQUIPMENT MAINTENANCE	Administrative Charges	7410-70-78-45360-585020	786,134	266,700	1,052,834	Revenue offset for modification to tracking of exp.
Public Works	7410 EQUIPMENT MAINTENANCE	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7410-99-99-97410-807510	-	40,962	40,962	Transfer-in for the replacement of (2) vehicle hoists in Mechanic's Shop.
Public Works	7410 EQUIPMENT MAINTENANCE	Transfers in - from GENERAL FUND	7410-99-99-97410-801010	-	170,000	170,000	Transfer in for the purchase of Maint & Op GPS tracking and fleet management software
Public Works	7410 EQUIPMENT MAINTENANCE	Mach-Equip, New - Other	7410-70-78-45360-660398	-	40,962	40,962	Replace (2) vehicle hoists in Mechanic's Shop. Cost offset with transfer-in from equipment replacement funds.
Public Works	7410 EQUIPMENT MAINTENANCE	Mach-Equip, New - Other	7410-70-78-45360-660398	-	140,000	140,000	Purchase of GPS Implementation Program for the installation of GPS units on City vehicles
Public Works	7410 EQUIPMENT MAINTENANCE	Mach-Equip, New - Other	7410-70-78-45360-660398	-	30,000	30,000	Purchase of Fleet Management software related to Proposed Vehicle/Equipment Replacement Program and needed for improved vehicle repair/cost history tracking.
Public Works	7410 EQUIPMENT MAINTENANCE	Maint & Repair - Machine Equip	7410-70-78-45360-620930	-	266,700	266,700	Modification to tracking of exp. Offset with new revenues
Administrative Services	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88190-907310	-	165,000	165,000	Transfer-out for the City Hall first floor reconfiguration, second phase of the functional and accessibility updates to City Hall
Public Works	7510 EQUIPT REPLACEMENT RESERVE	Transfers to GENERAL FUND	7510-99-97-88190-901010	427,676	5,966	433,642	Transfer-out for the purchase of a replacement multifunction plotter.
Public Works	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-99-97510-907410	-	40,962	40,962	Transfer-out for the replacement of (2) vehicle hoists in Mechanic's Shop.
Multiple	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-901010	-	231,485	231,485	Transfer-out for the replacement of vehicles
Parks & Community Svcs	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-905211	-	215,626	215,626	Transfer-out for the replacement of vehicles

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CITY OF MORENO VALLEY
 NON-GENERAL FUND
 FY 2014/15 Proposed Operating Budget Adjustments

Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Administrative Services	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-907220	-	14,841	14,841	Transfer-out for the replacement of vehicles
Financial & Management Svcs	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-907310	-	24,701	24,701	Transfer-out for the replacement of vehicles
Financial & Management Svcs	7610 Compensated Abscences	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	7610-99-99-97610-804800	-	144,462	144,462	One-time transfer for Unfunded Accrued Leaves that the DOF approved on the ROPS
Financial & Management Svcs	7610 Compensated Abscences	Transfers in - from GENERAL FUND	7610-99-99-97610-801010	-	500,000	500,000	Transfer-in to fund compensated absences
Financial & Management Svcs	7610 Compensated Abscences	Leave Payouts - Annual	7610-99-99-97610-613110	-	500,000	500,000	Funding for the payout of compensated absences
Financial & Management Svcs	8884 HOUSING AUTHORITY	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	8884-99-99-98884-804800	-	25,000	25,000	Transfer-in for Housing Authority revenue received per the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	8884-99-99-98884-804800	-	70,000	70,000	Transfer-in for Housing Authority revenue received per the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Princ. Repayment- Rental Rehab	8884-30-33-20601-461090	-	17,000	17,000	Revenue for Housing Authority activities funded through the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Interest Inc. - Rental Rehab	8884-30-33-20601-460090	-	40,000	40,000	Revenue for Housing Authority activities funded through the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Contractual Svcs - Other	8884-30-33-20601-625099	-	25,000	25,000	For Housing Authority activities funded through the ROPS - Affordable Housing Certificates
Financial & Management Svcs	8884 HOUSING AUTHORITY	Professional Svcs - Other	8884-30-33-20601-620299	-	70,000	70,000	For Housing Authority activities funded through the ROPS - Legal Services
Financial & Management Svcs	8884 HOUSING AUTHORITY	Agency Svcs - Other	8884-30-33-20601-620399	-	15,000	15,000	For Housing Authority activities funded through the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Salaries, Regular	8884-30-33-20601-611110	-	15,000	15,000	For Housing Authority activities funded through the ROPS

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed Operating Budget Carryovers**

Department	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
18 Administrative Services	1010 GENERAL FUND	Mach-Equip, New - Vehicles	1010-18-38-18210-660312	\$ 53,000	\$ 53,000	\$ 106,000	RFP awarded March 2014 to Fairview Ford in the amount of \$58,108 for replacement of one Animal Control transport vehicle. Expected delivery was late July, early August as of 9/2/14 still waiting for delivery.
20 Community & Economic Dev	1010 GENERAL FUND	Professional Svcs - Other	1010-20-28-20310-620299	75,000	75,000	150,000	Budget for scanning of B&S permit and plans to bring them to current - RFS will be requested in FY 14/15
40 Fire	1010 GENERAL FUND	Agency Svcs - Cnty	1010-40-45-30110-620320	14,001,360	145,709	14,147,069	Request is to cover construction costs for the remodel at Fire Station 48
60 Police	1010 GENERAL FUND	Maint & Repair - Machine Equip	1010-60-65-40010-620930	159,400	53,000	212,400	The PD has been in consultation with city IT and the City Manager's Office, in upgrading our current citywide camera system software.
60 Police	1010 GENERAL FUND	Contractual Svcs - Other	1010-60-65-40010-625099	840,500	131,050	971,550	\$12,600 will be used to pay for a FY 13/14 sexual assault examination invoice that was billed late from RCRM. \$16,450 will be used to install WiFi for the Public Safety Building. Consultant to prepare a cost analysis to examine PD budget will be approximately \$40,000. \$50,000 for COM-SEC and Rasmussen Brothers Construction invoices for Detective Unit interview room's electronic system and soundproofing. \$12,000 to complete the Pantascene project.
70 Public Works	1010 GENERAL FUND	Professional Svcs - Other	1010-70-76-45110-620299	800	25,628	26,428	Committed expense assoc with M&O Mobile Application ordered in FY13/14 & delivered in FY14/15. New PO# 2015-640.
70 Public Works	1010 GENERAL FUND	Oper Mtrls - Other	1010-70-76-45111-630399	-	43,160	43,160	Traffic signal rewiring services at three intersections. Work carried over into new fiscal year, requiring budget carryover from 13/14 to pay an outstanding invoice. Denied carryover request may result in scheduled 14/15 projects not being completed.
TOTAL				\$ 15,130,060	\$ 526,547	\$ 15,656,607	

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Carryovers**

Department/Fund	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
99 Non-Department	2001 MEASURE A	Fed Reimb-Capital	2001-99-99-92001-482020	1,994,100	4,502,000	6,496,100	Remaining Federal-aid and FEMA Allocations. SR-60/Nason Bridge transferred to Fund 3008
99 Non-Department	2001 MEASURE A	State Grant-Capital Revenue	2001-99-99-92001-486010	-	543,500	543,500	Remaining State Grant Allocations
99 Non-Department	2001 MEASURE A	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	2001-99-99-92001-807510	125,904	409,665	535,569	Replacement Charges associated with vehicles ordered in FY 13/14 and delivered in FY 14/15.
70 Public Works	2001 MEASURE A	Mach-Equip, Repl - Vehicles	2001-70-78-45311-660322	200,000	778,000	978,000	Committed expenditures associated with vehicles ordered in FY 13/14 and delivered in FY 14/15. Additionally, up to \$165,000 in prior year savings to be utilized for the purchase of used street sweeper from the City of Santa Ana.
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Other Grant-Operating Revenue	2012-20-27-72201-489000	-	79,252	79,252	Carry over remaining grant fund
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Salaries, Regular	2012-20-27-72201-611110	526	28,803	29,329	Carry over remaining grant fund
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Training & Travel	2012-20-27-72201-620510	-	839	839	Carry over remaining grant fund
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Marketing Svcs - Advertising	2012-20-27-72201-620610	-	500	500	Carry over remaining grant fund
18 Administrative Services	2300 MISCELLANEOUS GRANTS	State Grant-Operating Revenue	2300-18-38-73312-486000	-	29,632	29,632	Grant Funds received in FY11-12 & FY12-13 from CA Dept. of Food & Agriculture. To be used FY14-15 in its entirety with S/N Vouchers issued by Animal License Inspector. Funds can only be used for pets in the community NOT in the Animal Shelter.
18 Administrative Services	2300 MISCELLANEOUS GRANTS	Professional Svcs - Veterinary Svcs	2300-18-38-73312-620250	-	29,632	29,632	Grant Funds received in FY11-12 & FY12-13 from CA Dept. of Food & Agriculture. To be used FY14-15 in its entirety with S/N Vouchers issued by Animal License Inspector. Funds can only be used for pets in the community NOT in the Animal Shelter.
40 Fire	2503 EMPG-EMERGENCY MGMT GRANT	Fed Grant-Operating Revenue	2503-40-47-74104-485000	-	22,745	22,745	This is a grant award to the City that was not fully expended in FY 13/14 but will be fully expended in FY 14/15
40 Fire	2503 EMPG-EMERGENCY MGMT GRANT	Salaries, Regular	2503-40-47-74104-611110	-	22,745	22,745	This is a grant award to the City that was not fully expended in FY 13/14 but will be fully expended in FY 14/15
99 Non-Department	2506 HOME(FEDERAL)	Fed Grant-Operating Revenue	2506-99-99-92506-485000	987,796	66,880	1,054,676	Funding for MHG
20 Community & Economic Dev	2506 HOME(FEDERAL)	HOME Programs	2506-20-32-72657-733102	-	66,880	66,880	Carry over for Mobile Home Grant not spent C/O to 2506-30-33-72657-733102
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	Fed Grant-Operating Revenue	2507-20-32-72703-485000	-	1,398,000	1,398,000	Remaining Grant Fund to be carried over to FY 2014/15
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Programs	2507-20-32-72701-733201	-	2,200,000	2,200,000	required for continued program implementation C/O to 2507-30-33-72701-733201

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CITY OF MORENO VALLEY
 NON-GENERAL FUND
 FY 2014/15 Proposed Operating Budget Carryovers

Department/Fund	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 1 - SFR/APR	2507-20-32-72703-733202	-	115,000	115,000	required for continued program implementation C/O to 2507-30-33-72703-733202
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 2 - MFR/APR	2507-20-32-72703-733203	-	277,900	277,900	required for continued program implementation C/O to 2507-30-33-72703-733203
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 6 - Redevelopment	2507-20-32-72703-733207	-	1,216,700	1,216,700	required for continued program implementation C/O to 2507-30-33-72703-733207
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Administration	2507-20-32-72703-733208	-	55,000	55,000	required for continued program implementation C/O to 2507-30-33-72703-733208
30 Financial & Management Svcs	2512 COMM DEV BLOCK GRANT (CDBG)	Fed Grant-Operating Revenue	2512-30-33-72611-485000	2,654,066	1,521,422	4,175,488	For Edgemont Project; ERC and Carry over CIPs
20 Community & Economic Dev	2512 COMM DEV BLOCK GRANT (CDBG)	Economic Development	2512-20-32-72611-730105	-	58,830	58,830	ERC Program - Carry over to 2512-30-33-72611-730105
20 Community & Economic Dev	2512 COMM DEV BLOCK GRANT (CDBG)	Edgemont Project	2512-20-32-72611-740102	-	246,701	246,701	Carry over to 2512-30-33-72611-740102
20 Community & Economic Dev	2715 JAG GRANTS	Fed Grant-Operating Revenue	2715-20-26-72112-485000	-	3,567	3,567	Remaining Grant Fund to be carried over to FY 2014/15
20 Community & Economic Dev	2715 JAG GRANTS	Fed Grant-Operating Revenue	2715-20-26-72113-485000	-	54,285	54,285	Remaining Grant Fund to be carried over to FY 2014/15
20 Community & Economic Dev	2715 JAG GRANTS	Salaries, Temporary	2715-20-26-72112-611310	-	3,183	3,183	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Salaries, Temporary	2715-20-26-72113-611310	-	46,807	46,807	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Benefits - PERS & ERPD Def Comp	2715-20-26-72112-612110	-	147	147	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Benefits - PERS & ERPD Def Comp	2715-20-26-72113-612110	-	6,378	6,378	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Benefits - Medicare	2715-20-26-72112-612130	-	80	80	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Communications	2715-20-26-72112-620410	-	157	157	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Communications	2715-20-26-72113-620410	-	450	450	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Maint & Repair - Machine Equip	2715-20-26-72113-620930	-	250	250	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Oper Suppl - Office	2715-20-26-72113-630210	-	150	150	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Oper Mtrls - Fuel: Gasoline	2715-20-26-72113-630355	-	250	250	Carry over remaining grant fund
99 Non-Department	2800 SCAG ARTICLE 3 FUND	County Article 3	2800-99-99-92800-487100	-	250,000	250,000	Remaining SB 821 Grant Awards
99 Non-Department	3003 TUMF CAPITAL PROJECTS	Reimbursements - Other Govts	3003-99-99-93003-483010	-	6,500,000	6,500,000	Remaining TUMF Allocations
99 Non-Department	3008 CAPITAL PROJECTS REIMBURSEMENTS	Fed Reimb-Capital	3008-99-99-93008-482020	-	1,681,090	1,681,090	Remaining SR-60/Nason Bridge Allocation. New federal-aid, state grants and county grants transferred to Fund 2301.
99 Non-Department	3008 CAPITAL PROJECTS REIMBURSEMENTS	State Grant-Capital Revenue	3008-99-99-93008-486010	-	60,000	60,000	Remaining State Grant Allocations
99 Non-Department	3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	Fed Reimb-Capital	3302-99-99-93302-482020	-	448,529	448,529	Remaining Federal-aid Allocation for EVP
30 Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Professional Svcs - Other	7210-30-39-25410-620299	75,000	26,312	101,312	PO # 2014-1757 has expenses spanning 2 fiscal years so these funds need to be carried over so that we can open a new PO in 2015 and pay the vendor.
30 Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Computer, Repl - Hardware	7210-30-39-25411-660420	-	171,739	171,739	Carryover goes into 7220; it does not stay in 7210. This project was delayed due to other project priorities so the funds are needed this FY to complete the project. We anticipate releasing a RFP in October 2014 in relation to this project.
30 Financial & Management Svcs	7220 TECHNOLOGY SERVICES ASSET FUND	CIP Other	7220-30-39-25453-720199	423,000	9,274	432,274	PO # 2014-1608 has expenses spanning 2 fiscal years so these funds need to be carried over so that we can open a new PO in 2015 and pay the vendor.
99 Non-Department	7510 EQUIPT REPLACEMENT RESERVE	Transfers to MEASURE "A" FUND	7510-99-97-88190-902001	125,904	409,665	535,569	Replacement Charges associated with vehicles ordered in FY 13/14 and delivered in FY 14/15.

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed CIP Budget Carryovers**

EXHIBIT B

Fund	GL Account	Project No	Project Description	FY 2013/14 Amended Budget	Proposed Carryover	Revised Budget
1010 GENERAL FUND	1010-70-77-80001-720199	801 0048 70 77 1010	Wayfinding and Welcome Signs	\$ 24,000	\$ 4,997	\$ 28,997
1010 GENERAL FUND	1010-70-77-80004-720199	804 0004 70 77 1010	Edgemont Addendum Summary Report to the 2008 Edgemont Water Master Plan Update	500	2,701	3,201
2000 STATE GAS TAX	2000-70-77-80004-720199	804 0001 70 77 2000	Heacock Street Channel between Cactus Avenue and 3,500 Ft South of Cactus Avenue	27,300	(3,268)	24,032
2001 MEASURE A	2001-70-76-80001-720199	801 0045 70 76 2001A	Moreno Valley Bicycle Master Plan Update (CBTP)	136,562	(4,275)	132,287
2001 MEASURE A	2001-70-76-80001-720199	801 0045 70 76 2001	Moreno Valley Bicycle Master Plan Update	136,562	1,434	137,996
2001 MEASURE A	2001-70-76-80001-720199	801 0049 70 76 2001	Bike Lane Improvements	136,562	2,527	139,089
2001 MEASURE A	2001-70-76-80001-720199	801 0015 70 76 2001	Residential Traffic Management Program (Speed Hump Program)	136,562	64,397	200,959
2001 MEASURE A	2001-70-76-80008-720199	808 0013 70 76 2001	Traffic Signal Equipment/Upgrades	166,171	(33,209)	132,962
2001 MEASURE A	2001-70-76-80008-720199	808 0001 70 76 2001	Citywide Traffic Sign Retroreflectivity Inventory	166,171	(7,737)	158,434
2001 MEASURE A	2001-70-77-80001-720199	801 0011 70 77 2001A	Street Improvement Program (HMPG)	8,602,484	(60,200)	8,542,284
2001 MEASURE A	2001-70-77-80001-720199	801 0039 70 77 2001	Alessandro Boulevard Median / Indian Street to Perris Boulevard	8,602,484	(19,478)	8,583,006
2001 MEASURE A	2001-70-77-80001-720199	801 0051 70 77 2001A	Delphinium Avenue Sidewalk Improvements (SR2S)	8,602,484	(18,877)	8,583,607
2001 MEASURE A	2001-70-77-80001-720199	801 0024 70 77 2001A	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue (SLPP)	8,602,484	(18,207)	8,584,277
2001 MEASURE A	2001-70-77-80001-720199	801 0028 70 77 2001A	Cactus Avenue Eastbound 3rd Lane Improvements / I-215 to Veterans Way (SLPP)	8,602,484	(12,500)	8,589,984
2001 MEASURE A	2001-70-77-80001-720199	801 0012 70 77 2001	SR-60 / Nason Street Interchange	8,602,484	(4,254)	8,598,230
2001 MEASURE A	2001-70-77-80001-720199	801 0027 70 77 2001	Heacock Street / San Michelle Road to Perris Valley Storm Drain Lateral "A"	8,602,484	(2,190)	8,600,294
2001 MEASURE A	2001-70-77-80001-720199	801 0006 70 77 2001	Indian Street / Manzanita Avenue Intersection Reconfiguration	8,602,484	(2,000)	8,600,484
2001 MEASURE A	2001-70-77-80001-720199	801 0009 70 77 2001	Reche Vista Drive Realignment / Perris Boulevard / Heacock Street to North City Limits	8,602,484	(1,218)	8,601,266
2001 MEASURE A	2001-70-77-80001-720199	801 0048 70 77 2001	Wayfinding and Welcome Signs	8,602,484	(416)	8,602,068
2001 MEASURE A	2001-70-77-80001-720199	801 0046 70 77 2001	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements	8,602,484	5,463	8,607,947
2001 MEASURE A	2001-70-77-80001-720199	801 0046 70 77 2001A	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements (HSIP)	8,602,484	27,560	8,630,044
2001 MEASURE A	2001-70-77-80001-720199	801 0008 70 77 2001	Annual ADA Compliant Curb Ramp Upgrade	8,602,484	36,149	8,638,633
2001 MEASURE A	2001-70-77-80001-720199	801 0039 70 77 2001A	Alessandro Boulevard Median / Indian Street to Perris Boulevard (HSIP)	8,602,484	36,890	8,639,374
2001 MEASURE A	2001-70-77-80001-720199	801 0047 70 77 2001A	Alessandro Boulevard / Elsworth Street Intersection Improvements (HSIP)	8,602,484	38,377	8,640,861
2001 MEASURE A	2001-70-77-80001-720199	801 0003 70 77 2001	Citywide Annual Pavement Resurfacing Program	8,602,484	55,159	8,657,643
2001 MEASURE A	2001-70-77-80001-720199	801 0011 70 77 2001	Street Improvement Program (SIP)	8,602,484	57,145	8,659,629
2001 MEASURE A	2001-70-77-80001-720199	801 0047 70 77 2001	Alessandro Boulevard / Elsworth Street Intersection Improvements	8,602,484	64,806	8,667,290
2001 MEASURE A	2001-70-77-80001-720199	801 0010 70 77 2001	Heacock Street South Extension	8,602,484	240,455	8,842,939
2001 MEASURE A	2001-70-77-80001-720199	801 0052 70 77 2001	SR-60 / Theodore Street Interchange	8,602,484	440,238	9,042,722
2001 MEASURE A	2001-70-77-80002-720199	802 0002 70 77 2001	Bridge Repair Maintenance Program	81,000	4,186	85,186
2001 MEASURE A	2001-70-77-80004-720199	804 0007 70 77 2001A	San Timoteo Foothill Storm Drain K-1 and K-4 (HMGP)	1,405,000	(13,645)	1,391,355
2001 MEASURE A	2001-70-77-80004-720199	804 0007 70 77 2001	San Timoteo Foothill Storm Drain K-1 and K-4	1,405,000	50,751	1,455,751
2001 MEASURE A	2001-70-78-80001-720199	801 0017 70 78 2001	Pavement Rehabilitation and Slurry Seal Program	110,000	43,223	153,223
2005 AIR QUALITY MANAGEMENT	2005-70-76-80008-720199	808 0005 70 76 2005	Transportation Management Center	66,021	(13,973)	52,048

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**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed CIP Budget Carryovers**

Fund	GL Account	Project No	Project Description	FY 2013/14 Amended Budget	Proposed Carryover	Revised Budget
2005 AIR QUALITY MANAGEMENT	2005-70-76-80008-720199	808 0004 70 76 2005	Traffic Signal Coordination Program	66,021	22,798	88,819
2512 COMM DEV BLOCK GRANT (CDBG)	2512-50-57-80007-720199	807 0005 50 57 2512	Annual ADA Park Improvements	-	14,534	14,534
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80001-720199	801 0008 70 77 2512	Annual ADA Compliant Curb Ramp Upgrade	1,854,000	(392,000)	1,462,000
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80001-720199	801 0039 70 77 2512	Alessandro Boulevard Median / Indian Street to Perris Boulevard (HSIP)	1,854,000	(157,388)	1,696,612
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80001-720199	801 7002 70 77 2512	Hemlock Ave / Graham St to David Pl and Graham St / Hemlock Ave to David Ln	1,854,000	8,455	1,862,455
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80004-720199	804 0006 70 77 2512	East Sunnymead Boulevard Storm Drain from Indian Street to SR-60 / Perris Off-Ramp	1,495,000	34,824	1,529,824
2800 SCAG ARTICLE 3 FUND	2800-70-76-80001-720199	801 0044 70 76 2800	Cycle 2 Citywide Sidewalks and Access Ramps Project	50,000	(50,000)	-
3000 FACILITY CONSTRUCTION	3000-70-77-80003-720199	803 0001 70 77 3000	Civic Center Site Improvements (Exterior)	2,970,325	(10,000)	2,960,325
3000 FACILITY CONSTRUCTION	3000-70-77-80003-720199	803 0002 70 77 3000	Corporate Yard Facility	2,970,325	21,627	2,991,952
3000 FACILITY CONSTRUCTION	3000-70-77-80004-720199	804 0001 70 77 3000	Heacock Street Channel between Cactus Avenue and 3,500 Ft South of Cactus Avenue	649,359	238,371	887,730
3002 PW GENERAL CAPITAL PROJECTS	3002-70-76-80008-720199	808 0012 70 76 3002	Traffic Mitigation and Enhancement Program	2,526	(2,526)	-
3002 PW GENERAL CAPITAL PROJECTS	3002-70-77-80001-720199	801 0011 70 77 3002	Street Improvement Program (RCFC)	1,500,000	(2,319)	1,497,681
3002 PW GENERAL CAPITAL PROJECTS	3002-70-77-80004-720199	804 0005 70 77 3002	Moreno Master Drainage Plan Line F, Stage 2 Channel Improvements	500,000	67,711	567,711
3003 TUMF CAPITAL PROJECTS	3003-70-77-80001-720199	801 0024 70 77 3003	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue	6,154,676	(86,792)	6,067,884
3003 TUMF CAPITAL PROJECTS	3003-70-77-80001-720199	801 0027 70 77 3003	Heacock Street / San Michelle Road to Perris Valley Storm Drain Lateral "A"	6,154,676	21,817	6,176,493
3005 FIRE SERVICES CAPITAL	3005-70-77-80003-720199	803 0017 70 77 3005	Fire Station No. 6 Multipurpose Annex	406,000	6,244	412,244
3005 FIRE SERVICES CAPITAL	3005-70-77-80003-720199	803 0022 70 77 3005	Remodel Fire Station #48 - Sunnymead Ranch	406,000	257,252	663,252
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80003-720199	803 0008 50 57 3006Q	Weston Park Restroom and ADA Improvements	25,000	15,015	40,015
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80003-720199	803 0015 50 57 3006Q	Cottonwood Recreation Center Renovation	25,000	57,117	82,117
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0005 50 57 3006Q	Annual ADA Park Improvements	1,896,410	(1,923)	1,894,487
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0024 50 57 3006P	Cottonwood Golf Course Driving Range	1,896,410	(675)	1,895,735
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0010 50 57 3006Q	Park Monument Signs	1,896,410	5,307	1,901,717
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0007 50 57 3006P	Install Musco Control Link Automated Lighting Systems	1,896,410	10,000	1,906,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0007 50 57 3006Q	Install Musco Control Link Automated Lighting Systems	1,896,410	10,589	1,906,999
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0031 50 57 3006P	Rancho Verde Park	1,896,410	19,395	1,915,805
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0006 50 57 3006Q	March Field Park Arena Soccer Facility	1,896,410	20,000	1,916,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0028 50 57 3006P	Lasselle Sports Park Security Cameras	1,896,410	40,000	1,936,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0030 50 57 3006Q	Morrison Park Relamping	1,896,410	75,000	1,971,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0004 50 57 3006Q	Replacement Playground Equipment	1,896,410	135,135	2,031,545
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80001-720199	801 0038 70 77 3008	SR-60 / Moreno Beach Drive South Side of Interchange (Phase 1)	2,319,224	973,129	3,292,353

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed CIP Budget Carryovers**

Fund	GL Account	Project No	Project Description	FY 2013/14 Amended Budget	Proposed Carryover	Revised Budget
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80002-720199	802 0003 70 77 3008	SR-60 / Nason Street Overcrossing Bridge (STPL)	300,000	1,931,651	2,231,651
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80003-720199	803 0013 70 77 3008	Morrison Park Fire Station (formerly Fire Station #107)	-	10,000	10,000
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80004-720199	804 0002 70 77 3008	Storm Drain Improvements on Day Street South of Cottonwood Avenue	5,000	(170)	4,830
3301 DIF ARTERIAL STREETS CAPITAL PRO	3301-70-77-80001-720199	801 0028 70 77 3301	Cactus Avenue Eastbound 3rd Lane Improvements / I-215 to Veterans Way	28,771	(22,500)	6,271
3301 DIF ARTERIAL STREETS CAPITAL PRO	3301-70-77-80001-720199	801 0031 70 77 3301	Cactus Avenue Eastbound 3rd Lane Improvements / Veterans Way to Heacock Street	28,771	(4,941)	23,830
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0008 70 76 3302	Nason Street / Riverside County Regional Medical Center Main Driveway Traffic Signal	1,580,486	61	1,580,547
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0010 70 76 3302	Emergency Vehicle Pre-emption at 117 Traffic Signals	1,580,486	9,391	1,589,877
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0006 70 76 3302	ITS Deployment Phase I A	1,580,486	31,809	1,612,295
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0005 70 76 3302	Transportation Management Center	1,580,486	49,439	1,629,925
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0010 70 76 3302A	Emergency Vehicle Pre-emption at 117 Traffic Signals (HSIP)	1,580,486	213,496	1,793,982
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-77-80008-720199	808 0009 70 77 3302	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements	136,068	(1,359)	134,709
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-77-80008-720199	808 0024 70 77 3302	Perris Blvd/Ironwoor-Manzanita TS	136,068	227,000	363,068
3311 DIF INTERCHANGE IMPROV CAP PROJ	3311-70-77-80001-720199	801 0052 70 77 3311	SR-60 / Theodore Street Interchange	-	111,305	111,305
3401 2005 LEASE REV BONDS CAP ADMIN	3401-70-77-80001-720199	801 0032 70 77 3401	Kitching Street / Alessandro Boulevard to Gentian Avenue	4,000	(702)	3,298
3401 2005 LEASE REV BONDS CAP ADMIN	3401-70-77-80003-720199	803 0001 70 77 3401	Civic Center Site Improvements (Exterior)	30,000	10,742	40,742
3401 2005 LEASE REV BONDS CAP ADMIN	3401-70-77-80003-720199	803 0010 70 77 3401	Public Safety Building Conversion	30,000	18,732	48,732
3411 TRIP CAPITAL PROJECTS	3411-70-77-80001-720199	801 0001 70 77 3411	Nason Street / Cactus Avenue to Fir Avenue	16,283,101	(722,259)	15,560,842
3411 TRIP CAPITAL PROJECTS	3411-70-77-80001-720199	801 0024 70 77 3411	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue	16,283,101	(4,683)	16,278,418
3411 TRIP CAPITAL PROJECTS	3411-70-77-80001-720199	801 0003 70 77 3411	Citywide Annual Pavement Resurfacing Program	16,283,101	1,072,049	17,355,150
5113 CFD#1	5113-50-57-80007-720199	807 0023 50 57 5113	CFD#1 Park Parking Lot Seal Coat	408,000	(7,126)	400,874
5113 CFD#1	5113-50-57-80007-720199	807 0021 50 57 5113	Celebration Park Perimeter Fence	408,000	15,000	423,000
5113 CFD#1	5113-50-57-80007-720199	807 0033 50 57 5113	Shadow Mountain Park ADA Ramp	408,000	17,490	425,490
6020 2007 TAXABLE LEASE REVENUE BONDS	6020-70-80-80005-720199	805 0024 70 80 6020	Install Cable to Transfer Part of Load from Globe 12kV to Indian 12kV	623,332	13,650	636,982
6020 2007 TAXABLE LEASE REVENUE BONDS	6020-70-80-80005-720199	805 0021 70 80 6020	MVU-0023 MoVal 33KV South Industrial Substation WDAT	623,332	1,087,466	1,710,798
7220 TECHNOLOGY SERVICES ASSET FUND	7220-30-39-80003-720199	803 0011 30 39 7210	Box Springs Communications Site	625,000	(16,402)	608,598
7220 TECHNOLOGY SERVICES ASSET FUND	7220-30-39-80003-720199	803 0012 30 39 7210	800 MHz Radio Repeater System Centralization	625,000	14,579	639,579
7220 TECHNOLOGY SERVICES ASSET FUND	7220-30-39-80009-720199	809 0001 30 39 7210	Citywide Fiber Optic Communications Expansion	84,940	30,000	114,940

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Item No. G.2

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RESOLUTION NO. HA 2014-04

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2014/15

WHEREAS, the Chairman and Commissioners of the Moreno Valley Housing Authority approved the Operating and Capital Budgets for the City for Fiscal Year 2014/15, a copy of which, as may have been amended by the Commissioners, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the Chairman and Commissioners of the Moreno Valley Housing Authority proposed amendments to the Operating and Capital Budgets for the Authority for Fiscal Year 2014/15, a copy of which, as may have been amended by the Housing Authority's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain estimates of the services, activities and projects comprising the budget, and contain expenditure requirements and the resources available to the Housing Authority; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain the estimates of uses of fund balance as required to stabilize the delivery of Housing Authority services; and

WHEREAS, the Chairman and Commissioners have made such revisions to the proposed amended Operating and Capital Budgets as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the Housing Authority to make adequate financial plans and will ensure that Housing Authority officers can administer their respective functions in accordance with such plans.

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

1. The proposed amendments to the Operating and Capital Budgets, as Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Chairman and Commissioners, is hereby approved and adopted as the annual Operating and Capital Budgets of the Moreno Valley Housing Authority for the Fiscal Year 2014/15.
2. The amounts of proposed expenditures, which include the uses of fund

1
Resolution No. HA 2014-04
Date Adopted: October 28, 2014

balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 28th day of October, 2014.

Mayor of the City of Moreno Valley,
Acting in the capacity of Chairman of the
Moreno Valley Housing Authority

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Housing Authority

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Housing Authority

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Moreno Valley Housing Authority of the City of Moreno Valley, California, do hereby certify that Resolution No. HA 2014-__ was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority at a regular meeting thereof held on the 28th day of October, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

SECRETARY

(SEAL)

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CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments

EXHIBIT A

Department	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Secured	1010-99-99-91010-401000	4,471,300	471,602	4,942,902	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Unsecured	1010-99-99-91010-401010	228,600	(773)	227,827	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Prior Years	1010-99-99-91010-401020	51,000	(6,869)	44,131	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Homeowner Exemp	1010-99-99-91010-401030	68,000	4,200	72,200	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Teeter/Del Tax	1010-99-99-91010-401050	160,000	(25,129)	134,871	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax in Lieu-VLF	1010-99-99-91010-401060	14,265,000	647,136	14,912,136	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Redevelopment Redistributor	1010-40-45-30110-401065	-	254,211	254,211	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Redevelopment Redistributor	1010-99-99-91010-401065	-	257,409	257,409	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax in Lieu-Sales Tax	1010-99-99-91010-402030	3,620,000	1,118,770	4,738,770	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Utility Users Tax	1010-99-99-91010-407000	16,428,000	(516,000)	15,912,000	UUT growth adjusted based on prior years to 2%
Financial & Management Svcs	1010 GENERAL FUND	Sales Tax - General	1010-99-99-91010-402000	12,800,000	100,000	12,900,000	Adjusted based on FY 13/14 revenues
Public Works	1010 GENERAL FUND	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	1010-99-99-91010-807510	427,676	237,451	665,127	Transfer-in to purchase replacement vehicles and equipment
TOTAL - Revenue and Transfers-in				\$ 52,519,576	\$ 2,542,007	\$ 55,061,583	
Administrative Services	1010 GENERAL FUND	Oper Suppl - Laboratory	1010-18-38-18210-630212	28,000	7,500	35,500	Increased costs associated with intake vaccination protocol for stray pets, additional testing kits for the parvovirus, additional preventative products
Financial & Management Svcs	1010 GENERAL FUND	Benefits - PERS & ERPD Def Comp	1010-99-99-91010-612110	-	40,000	40,000	CalPERS: The City owes approximately \$40k in FY 14/15 for "Replacement Benefit Contribution"
Financial & Management Svcs	1010 GENERAL FUND	Benefits - Bank	1010-99-99-91010-612120	280,000	(280,000)	-	OPEB: Budget for \$0, since medical expenses are reimbursed
Financial & Management Svcs	1010 GENERAL FUND	Agency Svcs - State	1010-99-99-91010-620310	1,100,000	(198,000)	902,000	OPEB: Reduced from \$1.1M to \$902k to match Annual Required Contribution
Financial & Management Svcs	1010 GENERAL FUND	Salaries, Regular	1010-30-33-25020-611110	268,658	101,260	369,918	Financial Resources Salary/Benefits adjustments
Financial & Management Svcs	1010 GENERAL FUND	Training & Travel	1010-30-33-25020-620510	2,000	3,000	5,000	Financial Resources Logos training
Fire	1010 GENERAL FUND	Agency Svcs - Cnty	1010-40-45-30110-620320	14,001,360	196,027	14,197,387	Riverside County Fire's partner cities advising them of increases occurring to Cal PERS pension rates, increases with state health care benefits and an increase in the state administrative charge.
Fire	1010 GENERAL FUND	Deficit Reduction Savings	1010-99-99-91010-680412	(901,797)	(98,203)	(1,000,000)	Increase deficit reduction amount to cover vacancy factors
Police	1010 GENERAL FUND	Agency Svcs - Cnty	1010-60-68-40312-620320	-	750,000	750,000	Use of prior year savings to provide additional Overtime budget and new cameras and ALPR.
Public Works	1010 GENERAL FUND	Oper Mtrls - Furn & Equip	1010-70-29-20410-630330	200	7,604	7,804	Increase to purchase a multifunction plotter.
Financial & Management Svcs	1010 GENERAL FUND	Transfer-out	1010-99-99-91010-907610	-	500,000	500,000	Transfer-out to compensated absences Fund 7610
Public Works	1010 GENERAL FUND	Mach-Equip, Repl - Vehicles	1010-660322	-	231,485	231,485	Purchase replacement vehicles and equipment, utilizing accrued replacement reserves
Public Works	1010 GENERAL FUND	Transfer-out	1010-99-99-91010-907410	-	170,000	170,000	Maint & Op GPS tracking and fleet management software
TOTAL - Expenses and Transfer-out				\$ 14,778,421	\$ 1,430,673	\$ 16,209,094	

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CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments

Department	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Public Works	2000 STATE GAS TAX	State Gas Tax 2107	2000-99-99-92000-408000	1,370,718	(78,764)	1,291,954	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	State Gas Tax 2106	2000-99-99-92000-408020	614,706	152,610	767,316	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	State Gas Tax 2105	2000-99-99-92000-408030	928,206	351,805	1,280,011	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	State Gas Tax 2103	2000-99-99-92000-408040	2,244,944	(175,303)	2,069,641	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	Reimbursed Indirect Costs	2000-70-77-45220-680410	(535,500)	100,000	(435,500)	Capital Projects Division operating budget Reimbursed Indirect Costs adjusted per current activities
Public Works	2000 STATE GAS TAX	Transfers to STORM WATER MAINTENANCE	2000-99-99-92000-902007	50,000	148,150	198,150	Transfer-out to Fund 2007 Storm Drain Maint. for prior expenses
Public Works	2001 MEASURE A	Fed Reimb-Capital	2001-99-99-92001-482020	1,994,100	767,770	2,761,870	CIP adjustments - for reimbursement revenue
Public Works	2001 MEASURE A	Mach-Equip, Repl - Vehicles	2001-70-78-45311-660322	200,000	80,000	280,000	Increased estimate for Signing & Striping truck vehicle replacement.
Public Works	2001 MEASURE A	Transfer-out	2001-99-99-92001-902301	-	1,495,760	1,495,760	CIP adjustments - transfer out

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CITY OF MORENO VALLEY
 NON-GENERAL FUND
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Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Public Works	2005 AIR QUALITY MANAGEMENT	Air Quality Incentives	2005-70-76-45140-486100	200,000	20,000	220,000	Increased based on historical expenditures
Public Works	2007 STORM WATER MAINTENANCE	Transfers in - from GAS TAX FUND	2007-99-99-92007-802000	50,000	148,450	198,450	Transfer-in from Fund 2000 Gas Tax for prior expenses
Public Works	2007 STORM WATER MAINTENANCE	Oper Mtrls - Furn & Equip	2007-70-78-45340-630330	95,111	(26,521)	68,590	Adjusted exp to match revenues for FY 14/15
Parks & Community Svcs	2201 CHILD CARE GRANT	ISF - Risk - General Liability	2201-50-58-75011-690210	20,800	(5,000)	15,800	Reduced based on available revenues
Parks & Community Svcs	2201 CHILD CARE GRANT	ISF - Purch & Fac	2201-50-58-75011-690390	28,800	(7,000)	21,800	Reduced based on available revenues
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Temporary	2201-50-58-75011-611310	270,000	(11,304)	258,696	Reduced based on available revenues
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Regular	2201-50-58-75011-611110	19,284	(977)	18,307	personnel adjustments/reductions
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Temporary	2201-50-58-75011-611310	270,000	(22,795)	247,205	personnel adjustments/reductions
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Temporary	2201-50-58-75112-611310	-	8,177	8,177	personnel adjustments/reductions
Parks & Community Svcs	2202 ASES PROGRAM GRANT	Salaries, Regular	2202-50-58-75312-611110	85,263	(21,193)	64,070	personnel adjustments/reductions
Public Works	2301 CAPITAL PROJECTS GRANTS	Transfers in - from MEASURE "A" FUND	2301-99-99-92301-802001	-	1,495,760	1,495,760	CIP adjustments - transfer in
Public Works	2301 CAPITAL PROJECTS GRANTS	County Grant-Capital Revenue	2301-99-99-92301-487010	-	2,017,500	2,017,500	CIP adjustments - for reimbursement revenue
Public Works	2301 CAPITAL PROJECTS GRANTS	Fed Reimb-Capital	2301-99-99-92301-482020	-	4,230,340	4,230,340	CIP adjustments - for reimbursement revenue
Fire	2503 EMPG-EMERGENCY MGMT GRANT	Salaries, Regular	2503-40-47-74101-611110	39,768	(6,603)	33,165	Reduced based on available revenues
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Program Income	2507-30-33-72701-485210	-	2,109,481	2,109,481	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	Fed Grant-Operating Revenue	2507-30-33-72703-485000	-	2,489,481	2,489,481	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 6 -Redevelopment	2507-30-33-72703-733207	-	115,400	115,400	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Administration	2507-30-33-72703-733208	-	120,000	120,000	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Programs	2507-30-33-72701-733201	-	1,220,000	1,220,000	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	Salaries, Regular	2507-30-33-72701-611110	-	380,000	380,000	Adjustment based on current reconciliation of the Grant
Public Works	3002 PW GENERAL CAPITAL PROJECTS	Reimbursement Agreement	3002-99-99-93002-500600	-	1,500,000	1,500,000	CIP adjustments - for reimbursement revenue
Public Works	3002 PW GENERAL CAPITAL PROJECTS	Reimbursement Agreement	3002-99-99-93002-500600	-	398,542	398,542	CIP adjustments - for reimbursement revenue
Public Works	3002 PW GENERAL CAPITAL PROJECTS	Reimbursement Agreement	3002-99-99-93002-500600	-	500,000	500,000	CIP adjustments - for reimbursement revenue
Public Works	3008 CAPITAL PROJECTS REIMBURSEMENTS	CIP Other	3008-70-77-80001-720199	2,319,224	1,000,000	3,319,224	CIP adjustments - for reimbursement revenue
Financial & Management Svcs	3701 2005 LEASE REV BONDS-DEBT SVC	Transfers to 2013 REFUNDING 2005 LRB	3701-99-90-93701-903712	489,542	623,230	1,112,772	Adjustment to balance activities between Funds 2005 and 2013
Financial & Management Svcs	3712 2013 REFUNDING 2005 LRB BONDS-DEBT SVC	Transfers in - from 2005 LEASE REV BONDS-DEBT SVC	3712-99-99-93712-803701	489,542	623,230	1,112,772	Adjustment to balance activities between Funds 2005 and 2013
Parks & Community Svcs	4017 ARTS COMMISSION	Contractual Svcs - Other	4017-50-55-35030-625099	8,200	(6,100)	2,100	Adjusted based on available fund balance and revenues
Parks & Community Svcs	4017 ARTS COMMISSION	Oper Mtrls - Other	4017-50-55-35030-630399	5,600	(5,000)	600	Adjusted based on available fund balance and revenues
Financial & Management Svcs	4800 SUCCESSOR AGENCY ADMIN FUND	Transfers to HOUSING AUTHORITY	4800-99-99-94800-908884	-	25,000	25,000	Adjustment to Housing Authority revenue received per the State approved ROPS
Financial & Management Svcs	4800 SUCCESSOR AGENCY ADMIN FUND	Transfers to COMPENSATED ABSENCES	4800-99-99-94800-907610	-	144,462	144,462	One-time transfer for Unfunded Accrued Leave, as approved on the ROPS
Financial & Management Svcs	5010 LIBRARY SERVICES	Property Tax - Redevelopment Redistribution	5010-18-56-18510-401065	-	70,097	70,097	Adjusted per Assessor County Recorder estimates

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

Department	Fund	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment	
Financial & Management Svcs	5010 LIBRARY SERVICES	Property Tax - Library	5010-18-56-18510-401090	1,305,000	230,861	1,535,861	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Secured	5011-99-99-95011-401000	1,545,000	224,837	1,769,837	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Unsecured	5011-99-99-95011-401010	81,000	12,257	93,257	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Prior Years	5011-99-99-95011-401020	6,000	(2,939)	3,061	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Homeowner Exemp	5011-99-99-95011-401030	26,000	878	26,878	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Teeter/Del Tax	5011-99-99-95011-401050	75,000	(23,595)	51,405	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Redevelopment Redistribution	5011-99-99-95011-401065	-	77,881	77,881	Adjusted per Assessor County Recorder estimates
Parks & Community Svcs	5011 ZONE A PARKS	Rental Income	5011-50-57-35213-463000	-	25,000	25,000	Rental Income for the Golf Course.
Parks & Community Svcs	5011 ZONE A PARKS	Lease Payments - Sub-Agents	5011-50-58-35310-463070	51,300	(47,000)	4,300	Transfer to Conf & Rec Cntr (5011-50-58-35313-463070). Lease payments are for Fitness 19 located in the CRC.
Parks & Community Svcs	5011 ZONE A PARKS	Lease Payments - Sub-Agents	5011-50-58-35313-463070	-	47,000	47,000	Transfer from Senior Program (5011-50-58-35310-463070). Lease payments are for Fitness 19 located in the CRC.
Parks & Community Svcs	5011 ZONE A PARKS	Spl Seasonal Events-4th of Jul	5011-50-58-35317-507080	50,000	(25,000)	25,000	Adjustment to reduce revenues to historical amounts based on last two years.
Parks & Community Svcs	5011 ZONE A PARKS	Professional Svcs - Other	5011-50-58-35315-620299	7,000	25,000	32,000	Adjustment for unforeseen additional Bank Card Fees.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Electricity	5011-50-57-35210-621010	-	105,000	105,000	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Water	5011-50-57-35213-621030	-	78,700	78,700	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Water	5011-50-57-35210-621030	-	552,000	552,000	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Other	5011-50-57-35213-621099	56,000	(54,700)	1,300	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Other	5011-50-57-35210-621099	615,000	(615,000)	-	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Contractual Svcs - Other	5011-50-58-35312-625099	10,000	25,000	35,000	Adjustment for additional contractual costs for new events (concerts in the Park, Movies in the Park and Snow Day)
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-55-35010-611110	212,087	(19,384)	192,703	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35210-611110	962,243	(178,747)	783,496	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-57-35210-611130	36,026	15,452	51,478	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35211-611110	40,842	(22,459)	18,383	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35212-611110	161,366	(13,188)	148,178	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-57-35212-611130	49,110	(18,658)	30,452	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35213-611110	14,335	30,142	44,477	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-57-35213-611130	40,000	(6,403)	33,597	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35214-611110	96,742	(1,069)	95,673	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35310-611110	140,088	10,057	150,145	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35310-611130	12,594	1,805	14,399	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35311-611110	61,628	(26,355)	35,273	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35312-611110	16,621	32,050	48,671	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35312-611130	500	80,121	80,621	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35313-611110	46,159	(2,101)	44,058	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35313-611130	78,805	(28,417)	50,388	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35314-611110	61,744	(1,498)	60,246	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35314-611130	15,000	4,198	19,198	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35315-611110	484,791	(302,645)	182,146	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35315-611130	330,000	(239,302)	90,698	personnel adjustments/reductions

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CITY OF MORENO VALLEY
 NON-GENERAL FUND
 FY 2014/15 Proposed Operating Budget Adjustments

Department	Fund	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment	
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35317-611110	20,000	6,795	26,795	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35317-611310	5,000	39	5,039	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35318-611110	-	213,026	213,026	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35318-611310	-	171,319	171,319	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35319-611110	-	25,936	25,936	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35319-611310	-	14,399	14,399	personnel adjustments/reductions
Financial & Management Svcs	5012 LMD 2014-01	Advanced Energy Fees	5012-30-79-25703-501100	87,300	(86,800)	500	Adjusted based on revised projections
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Secured	5012-30-79-25703-401000	74,800	10,435	85,235	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Unsecured	5012-30-79-25703-401010	4,100	377	4,477	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Prior Years	5012-30-79-25703-401020	300	(150)	150	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Homeowner Exemp	5012-30-79-25703-401030	1,300	(10)	1,290	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Teeter/Del Tax	5012-30-79-25703-401050	4,800	(2,332)	2,468	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Redevelopment Redistribution	5012-30-79-25703-401065	-	3,265	3,265	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5013 ZONE E EXTENSIVE LANDSCAPE	Admin Chrg - GF - Cost Alloc	5013-30-79-25705-692010	(69,479)	71,590	2,111	Re-allocate General Fund cost allocation credit to include new Fund 5014 LMD 2014-02
Financial & Management Svcs	5014 LMD 2014-02	Salaries, Regular	5014-30-79-25721-611110	298,380	75,000	373,380	Allocation of salary for consistency of parcel count and acreage for the new LMD 2014-02 Fund
Financial & Management Svcs	5014 LMD 2014-02	Maint & Repair - Bldg & Ground	5014-30-79-25721-620910	931,431	235,400	1,166,831	Landscaping reinvestment opportunities within areas that have available funding
Financial & Management Svcs	5014 LMD 2014-02	Utilities - Water	5014-30-79-25721-621030	409,595	25,000	434,595	Increase water costs to account for EMWD tier rate charges (EMWD move to Stage 3a Water Shortage Contingency Plan)
Financial & Management Svcs	5014 LMD 2014-02	Admin Chrg - GF - Cost Alloc	5014-30-79-25721-692010	110,150	(71,590)	38,560	Re-allocate General Fund cost allocation credit to include new Fund 5014 LMD 2014-02
Financial & Management Svcs	5015 CFD 2014-01	Special Taxes	5015-30-79-25722-404000	-	36,616	36,616	New Fund established after budget adoption
Financial & Management Svcs	5015 CFD 2014-01	Utilities - Electricity	5015-30-79-25722-621010	-	5,700	5,700	New Fund established after budget adoption
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Secured	5110-30-79-25703-401000	95,900	18,497	114,397	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Unsecured	5110-30-79-25703-401010	5,600	510	6,110	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Prior Years	5110-30-79-25703-401020	300	(111)	189	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Homeowner Exemp	5110-30-79-25703-401030	1,800	(46)	1,754	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Teeter/Del Tax	5110-30-79-25703-401050	6,400	(3,032)	3,368	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Redevelopment Redistribution	5110-30-79-25703-401065	-	33,170	33,170	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Parcel Fees	5111-30-79-25704-500800	1,198,100	(25,000)	1,173,100	Decrease in projected revenue, based on applied charges
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Professional Svcs - Other	5111-30-79-25704-620299	15,400	60,000	75,400	Costs associated with the conversion of districts from CSD to LMD or CFD
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Maint & Repair - Bldg & Ground	5111-30-79-25704-620910	368,500	58,300	426,800	Landscaping reinvestment opportunities within areas that have available funding.
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Utilities - Water	5111-30-79-25704-621030	227,900	29,000	256,900	Increase water costs to account for EMWD tier rate charges (EMWD move to Stage 3a Water Shortage Contingency Plan)
Financial & Management Svcs	5112 ZONE M MEDIANS	Parcel Fees	5112-30-79-25719-500800	202,700	(31,904)	170,796	Decrease in projected revenue, based on applied charges
Financial & Management Svcs	5112 ZONE M MEDIANS	Salaries, Regular	5112-30-79-25719-611110	67,556	(46,000)	21,556	Allocation of salary for consistency of parcel count and acreage for the new LMD 2014-02 Fund. Offset to fund 5014.
Financial & Management Svcs	5112 ZONE M MEDIANS	Professional Svcs - Other	5112-30-79-25719-620299	-	25,000	25,000	Costs associated with the conversion of districts from CSD to LMD or CFD

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Parks & Community Svcs	5113 CFD#1	Salaries, Regular	5113-50-57-35216-611110	367,235	(33,177)	334,058	personnel adjustments/reductions
Parks & Community Svcs	5113 CFD#1	Salaries, Temporary	5113-50-57-35216-611310	10,700	814	11,514	personnel adjustments/reductions
Financial & Management Svcs	5114 ZONE S	Professional Svcs - Other	5114-30-79-25720-620299	-	25,000	25,000	Costs associated with the conversion of districts from CSD to LMD or CFD
Parks & Community Svcs	5211 Zone A Parks - Assets	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	5211-99-99-95211-807510	-	215,626	215,626	Equipment replacement
Parks & Community Svcs	5211 Zone A Parks - Assets	Mach-Equip, Repl - Vehicles	5211-660322	-	215,626	215,626	Equipment replacement
Public Works	6010 ELECTRIC	Resource Adequacy	6010-70-80-45510-710146	-	596,300	596,300	Adjustment to meet Resource Adequacy regulatory requirements
Public Works	6010 ELECTRIC	Renewable Energy	6010-70-80-45510-710148	-	490,400	490,400	Adjustment to meet Renewable Energy regulatory requirements
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25410-693010	1,600	(1,600)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25411-693010	222,200	(222,200)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25412-693010	39,400	(39,400)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25413-693010	1,200	(1,200)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	CIP Other	7210-30-39-25452-720199	(74,443)	74,443	-	Adjustment for budget in Fund 7220
Financial & Management Svcs	7220 TECHNOLOGY SERVICES ASSET FUND	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7220-99-99-97220-807510	-	14,841	14,841	Equipment replacement
Financial & Management Svcs	7220 TECHNOLOGY SERVICES ASSET FUND	Mach-Equip, Repl - Vehicles	7220-660322	-	14,841	14,841	Equipment replacement
Administrative Services	7310 FACILITIES MAINTENANCE	Employee Beverage Service	7310-18-40-18410-580120	4,800	(3,700)	1,100	Adjusted for coffee program
Administrative Services	7310 FACILITIES MAINTENANCE	In-House Copier Charges	7310-18-40-18410-585010	132,636	11,464	144,100	Increase revenue to match account 693020 payments received
Administrative Services	7310 FACILITIES MAINTENANCE	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7310-99-99-97310-807510	-	165,000	165,000	Transfer-in for the City Hall first floor reconfiguration, second phase of the functional and accessibility updates to City Hall
Administrative Services	7310 FACILITIES MAINTENANCE	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7310-99-99-97310-807510	-	24,701	24,701	Equipment replacement
Administrative Services	7310 FACILITIES MAINTENANCE	Mach-Equip, Repl - Vehicles	7310-660322	-	24,701	24,701	Equipment replacement
Administrative Services	7310 FACILITIES MAINTENANCE	Professional Svcs - Other	7310-18-40-18411-620299	-	185,000	185,000	The City Hall first floor reconfiguration is the second phase of the functional and accessibility updates to City Hall
Administrative Services	7310 FACILITIES MAINTENANCE	Contractual Svcs - Other	7310-18-40-18410-625099	-	20,000	20,000	The forklift is broken and facilities is currently getting estimates on repairs.
Public Works	7410 EQUIPMENT MAINTENANCE	Administrative Charges	7410-70-78-45360-585020	786,134	266,700	1,052,834	Revenue offset for modification to tracking of exp.
Public Works	7410 EQUIPMENT MAINTENANCE	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7410-99-99-97410-807510	-	40,962	40,962	Transfer-in for the replacement of (2) vehicle hoists in Mechanic's Shop.
Public Works	7410 EQUIPMENT MAINTENANCE	Transfers in - from GENERAL FUND	7410-99-99-97410-801010	-	170,000	170,000	Transfer in for the purchase of Maint & Op GPS tracking and fleet management software
Public Works	7410 EQUIPMENT MAINTENANCE	Mach-Equip, New - Other	7410-70-78-45360-660398	-	40,962	40,962	Replace (2) vehicle hoists in Mechanic's Shop. Cost offset with transfer-in from equipment replacement funds.
Public Works	7410 EQUIPMENT MAINTENANCE	Mach-Equip, New - Other	7410-70-78-45360-660398	-	140,000	140,000	Purchase of GPS Implementation Program for the installation of GPS units on City vehicles
Public Works	7410 EQUIPMENT MAINTENANCE	Mach-Equip, New - Other	7410-70-78-45360-660398	-	30,000	30,000	Purchase of Fleet Management software related to Proposed Vehicle/Equipment Replacement Program and needed for improved vehicle repair/cost history tracking.
Public Works	7410 EQUIPMENT MAINTENANCE	Maint & Repair - Machine Equip	7410-70-78-45360-620930	-	266,700	266,700	Modification to tracking of exp. Offset with new revenues
Administrative Services	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88190-907310	-	165,000	165,000	Transfer-out for the City Hall first floor reconfiguration, second phase of the functional and accessibility updates to City Hall
Public Works	7510 EQUIPT REPLACEMENT RESERVE	Transfers to GENERAL FUND	7510-99-97-88190-901010	427,676	5,966	433,642	Transfer-out for the purchase of a replacement multifunction plotter.
Public Works	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-99-97510-907410	-	40,962	40,962	Transfer-out for the replacement of (2) vehicle hoists in Mechanic's Shop.
Multiple	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-901010	-	231,485	231,485	Transfer-out for the replacement of vehicles
Parks & Community Svcs	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-905211	-	215,626	215,626	Transfer-out for the replacement of vehicles

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CITY OF MORENO VALLEY
 NON-GENERAL FUND
 FY 2014/15 Proposed Operating Budget Adjustments

Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Administrative Services	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-907220	-	14,841	14,841	Transfer-out for the replacement of vehicles
Financial & Management Svcs	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-907310	-	24,701	24,701	Transfer-out for the replacement of vehicles
Financial & Management Svcs	7610 Compensated Abscences	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	7610-99-99-97610-804800	-	144,462	144,462	One-time transfer for Unfunded Accrued Leaves that the DOF approved on the ROPS
Financial & Management Svcs	7610 Compensated Abscences	Transfers in - from GENERAL FUND	7610-99-99-97610-801010	-	500,000	500,000	Transfer-in to fund compensated absences
Financial & Management Svcs	7610 Compensated Abscences	Leave Payouts - Annual	7610-99-99-97610-613110	-	500,000	500,000	Funding for the payout of compensated absences
Financial & Management Svcs	8884 HOUSING AUTHORITY	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	8884-99-99-98884-804800	-	25,000	25,000	Transfer-in for Housing Authority revenue received per the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	8884-99-99-98884-804800	-	70,000	70,000	Transfer-in for Housing Authority revenue received per the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Princ. Repayment- Rental Rehab	8884-30-33-20601-461090	-	17,000	17,000	Revenue for Housing Authority activities funded through the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Interest Inc. - Rental Rehab	8884-30-33-20601-460090	-	40,000	40,000	Revenue for Housing Authority activities funded through the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Contractual Svcs - Other	8884-30-33-20601-625099	-	25,000	25,000	For Housing Authority activities funded through the ROPS - Affordable Housing Certificates
Financial & Management Svcs	8884 HOUSING AUTHORITY	Professional Svcs - Other	8884-30-33-20601-620299	-	70,000	70,000	For Housing Authority activities funded through the ROPS - Legal Services
Financial & Management Svcs	8884 HOUSING AUTHORITY	Agency Svcs - Other	8884-30-33-20601-620399	-	15,000	15,000	For Housing Authority activities funded through the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Salaries, Regular	8884-30-33-20601-611110	-	15,000	15,000	For Housing Authority activities funded through the ROPS

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed Operating Budget Carryovers**

Department	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
18 Administrative Services	1010 GENERAL FUND	Mach-Equip, New - Vehicles	1010-18-38-18210-660312	\$ 53,000	\$ 53,000	\$ 106,000	RFP awarded March 2014 to Fairview Ford in the amount of \$58,108 for replacement of one Animal Control transport vehicle. Expected delivery was late July, early August as of 9/2/14 still waiting for delivery.
20 Community & Economic Dev	1010 GENERAL FUND	Professional Svcs - Other	1010-20-28-20310-620299	75,000	75,000	150,000	Budget for scanning of B&S permit and plans to bring them to current - RFS will be requested in FY 14/15
40 Fire	1010 GENERAL FUND	Agency Svcs - Cnty	1010-40-45-30110-620320	14,001,360	145,709	14,147,069	Request is to cover construction costs for the remodel at Fire Station 48
60 Police	1010 GENERAL FUND	Maint & Repair - Machine Equip	1010-60-65-40010-620930	159,400	53,000	212,400	The PD has been in consultation with city IT and the City Manager's Office, in upgrading our current citywide camera system software.
60 Police	1010 GENERAL FUND	Contractual Svcs - Other	1010-60-65-40010-625099	840,500	131,050	971,550	\$12,600 will be used to pay for a FY 13/14 sexual assault examination invoice that was billed late from RCRMC. \$16,450 will be used to install WiFi for the Public Safety Building. Consultant to prepare a cost analysis to examine PD budget will be approximately \$40,000. \$50,000 for COM-SEC and Rasmussen Brothers Construction invoices for Detective Unit interview room's electronic system and soundproofing. \$12,000 to complete the Pantascene project.
70 Public Works	1010 GENERAL FUND	Professional Svcs - Other	1010-70-76-45110-620299	800	25,628	26,428	Committed expense assoc with M&O Mobile Application ordered in FY13/14 & delivered in FY14/15. New PO# 2015-640.
70 Public Works	1010 GENERAL FUND	Oper Mtrls - Other	1010-70-76-45111-630399	-	43,160	43,160	Traffic signal rewiring services at three intersections. Work carried over into new fiscal year, requiring budget carryover from 13/14 to pay an outstanding invoice. Denied carryover request may result in scheduled 14/15 projects not being completed.
TOTAL				\$ 15,130,060	\$ 526,547	\$ 15,656,607	

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Carryovers**

Department/Fund	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
99 Non-Department	2001 MEASURE A	Fed Reimb-Capital	2001-99-99-92001-482020	1,994,100	4,502,000	6,496,100	Remaining Federal-aid and FEMA Allocations. SR-60/Nason Bridge transferred to Fund 3008
99 Non-Department	2001 MEASURE A	State Grant-Capital Revenue	2001-99-99-92001-486010	-	543,500	543,500	Remaining State Grant Allocations
99 Non-Department	2001 MEASURE A	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	2001-99-99-92001-807510	125,904	409,665	535,569	Replacement Charges associated with vehicles ordered in FY 13/14 and delivered in FY 14/15.
70 Public Works	2001 MEASURE A	Mach-Equip, Repl - Vehicles	2001-70-78-45311-660322	200,000	778,000	978,000	Committed expenditures associated with vehicles ordered in FY 13/14 and delivered in FY 14/15. Additionally, up to \$165,000 in prior year savings to be utilized for the purchase of used street sweeper from the City of Santa Ana.
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Other Grant-Operating Revenue	2012-20-27-72201-489000	-	79,252	79,252	Carry over remaining grant fund
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Salaries, Regular	2012-20-27-72201-611110	526	28,803	29,329	Carry over remaining grant fund
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Training & Travel	2012-20-27-72201-620510	-	839	839	Carry over remaining grant fund
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Marketing Svcs - Advertising	2012-20-27-72201-620610	-	500	500	Carry over remaining grant fund
18 Administrative Services	2300 MISCELLANEOUS GRANTS	State Grant-Operating Revenue	2300-18-38-73312-486000	-	29,632	29,632	Grant Funds received in FY11-12 & FY12-13 from CA Dept. of Food & Agriculture. To be used FY14-15 in its entirety with S/N Vouchers issued by Animal License Inspector. Funds can only be used for pets in the community NOT in the Animal Shelter.
18 Administrative Services	2300 MISCELLANEOUS GRANTS	Professional Svcs - Veterinary Svcs	2300-18-38-73312-620250	-	29,632	29,632	Grant Funds received in FY11-12 & FY12-13 from CA Dept. of Food & Agriculture. To be used FY14-15 in its entirety with S/N Vouchers issued by Animal License Inspector. Funds can only be used for pets in the community NOT in the Animal Shelter.
40 Fire	2503 EMPG-EMERGENCY MGMT GRANT	Fed Grant-Operating Revenue	2503-40-47-74104-485000	-	22,745	22,745	This is a grant award to the City that was not fully expended in FY 13/14 but will be fully expended in FY 14/15
40 Fire	2503 EMPG-EMERGENCY MGMT GRANT	Salaries, Regular	2503-40-47-74104-611110	-	22,745	22,745	This is a grant award to the City that was not fully expended in FY 13/14 but will be fully expended in FY 14/15
99 Non-Department	2506 HOME(FEDERAL)	Fed Grant-Operating Revenue	2506-99-99-92506-485000	987,796	66,880	1,054,676	Funding for MHG
20 Community & Economic Dev	2506 HOME(FEDERAL)	HOME Programs	2506-20-32-72657-733102	-	66,880	66,880	Carry over for Mobile Home Grant not spent C/O to 2506-30-33-72657-733102
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	Fed Grant-Operating Revenue	2507-20-32-72703-485000	-	1,398,000	1,398,000	Remaining Grant Fund to be carried over to FY 2014/15
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Programs	2507-20-32-72701-733201	-	2,200,000	2,200,000	required for continued program implementation C/O to 2507-30-33-72701-733201

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CITY OF MORENO VALLEY
 NON-GENERAL FUND
 FY 2014/15 Proposed Operating Budget Carryovers

Department/Fund	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 1 - SFR/APR	2507-20-32-72703-733202	-	115,000	115,000	required for continued program implementation C/O to 2507-30-33-72703-733202
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 2 - MFR/APR	2507-20-32-72703-733203	-	277,900	277,900	required for continued program implementation C/O to 2507-30-33-72703-733203
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 6 - Redevelopment	2507-20-32-72703-733207	-	1,216,700	1,216,700	required for continued program implementation C/O to 2507-30-33-72703-733207
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Administration	2507-20-32-72703-733208	-	55,000	55,000	required for continued program implementation C/O to 2507-30-33-72703-733208
30 Financial & Management Svcs	2512 COMM DEV BLOCK GRANT (CDBG)	Fed Grant-Operating Revenue	2512-30-33-72611-485000	2,654,066	1,521,422	4,175,488	For Edgemont Project; ERC and Carry over CIPs
20 Community & Economic Dev	2512 COMM DEV BLOCK GRANT (CDBG)	Economic Development	2512-20-32-72611-730105	-	58,830	58,830	ERC Program - Carry over to 2512-30-33-72611-730105
20 Community & Economic Dev	2512 COMM DEV BLOCK GRANT (CDBG)	Edgemont Project	2512-20-32-72611-740102	-	246,701	246,701	Carry over to 2512-30-33-72611-740102
20 Community & Economic Dev	2715 JAG GRANTS	Fed Grant-Operating Revenue	2715-20-26-72112-485000	-	3,567	3,567	Remaining Grant Fund to be carried over to FY 2014/15
20 Community & Economic Dev	2715 JAG GRANTS	Fed Grant-Operating Revenue	2715-20-26-72113-485000	-	54,285	54,285	Remaining Grant Fund to be carried over to FY 2014/15
20 Community & Economic Dev	2715 JAG GRANTS	Salaries, Temporary	2715-20-26-72112-611310	-	3,183	3,183	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Salaries, Temporary	2715-20-26-72113-611310	-	46,807	46,807	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Benefits - PERS & ERPD Def Comp	2715-20-26-72112-612110	-	147	147	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Benefits - PERS & ERPD Def Comp	2715-20-26-72113-612110	-	6,378	6,378	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Benefits - Medicare	2715-20-26-72112-612130	-	80	80	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Communications	2715-20-26-72112-620410	-	157	157	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Communications	2715-20-26-72113-620410	-	450	450	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Maint & Repair - Machine Equip	2715-20-26-72113-620930	-	250	250	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Oper Suppl - Office	2715-20-26-72113-630210	-	150	150	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Oper Mtrls - Fuel: Gasoline	2715-20-26-72113-630355	-	250	250	Carry over remaining grant fund
99 Non-Department	2800 SCAG ARTICLE 3 FUND	County Article 3	2800-99-99-92800-487100	-	250,000	250,000	Remaining SB 821 Grant Awards
99 Non-Department	3003 TUMF CAPITAL PROJECTS	Reimbursements - Other Govts	3003-99-99-93003-483010	-	6,500,000	6,500,000	Remaining TUMF Allocations
99 Non-Department	3008 CAPITAL PROJECTS REIMBURSEMENTS	Fed Reimb-Capital	3008-99-99-93008-482020	-	1,681,090	1,681,090	Remaining SR-60/Nason Bridge Allocation. New federal-aid, state grants and county grants transferred to Fund 2301.
99 Non-Department	3008 CAPITAL PROJECTS REIMBURSEMENTS	State Grant-Capital Revenue	3008-99-99-93008-486010	-	60,000	60,000	Remaining State Grant Allocations
99 Non-Department	3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	Fed Reimb-Capital	3302-99-99-93302-482020	-	448,529	448,529	Remaining Federal-aid Allocation for EVP
30 Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Professional Svcs - Other	7210-30-39-25410-620299	75,000	26,312	101,312	PO # 2014-1757 has expenses spanning 2 fiscal years so these funds need to be carried over so that we can open a new PO in 2015 and pay the vendor.
30 Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Computer, Repl - Hardware	7210-30-39-25411-660420	-	171,739	171,739	Carryover goes into 7220; it does not stay in 7210. This project was delayed due to other project priorities so the funds are needed this FY to complete the project. We anticipate releasing a RFP in October 2014 in relation to this project.
30 Financial & Management Svcs	7220 TECHNOLOGY SERVICES ASSET FUND	CIP Other	7220-30-39-25453-720199	423,000	9,274	432,274	PO # 2014-1608 has expenses spanning 2 fiscal years so these funds need to be carried over so that we can open a new PO in 2015 and pay the vendor.
99 Non-Department	7510 EQUIPT REPLACEMENT RESERVE	Transfers to MEASURE "A" FUND	7510-99-97-88190-902001	125,904	409,665	535,569	Replacement Charges associated with vehicles ordered in FY 13/14 and delivered in FY 14/15.

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed CIP Budget Carryovers**

EXHIBIT B

Fund	GL Account	Project No	Project Description	FY 2013/14 Amended Budget	Proposed Carryover	Revised Budget
1010 GENERAL FUND	1010-70-77-80001-720199	801 0048 70 77 1010	Wayfinding and Welcome Signs	\$ 24,000	\$ 4,997	\$ 28,997
1010 GENERAL FUND	1010-70-77-80004-720199	804 0004 70 77 1010	Edgemont Addendum Summary Report to the 2008 Edgemont Water Master Plan Update	500	2,701	3,201
2000 STATE GAS TAX	2000-70-77-80004-720199	804 0001 70 77 2000	Heacock Street Channel between Cactus Avenue and 3,500 Ft South of Cactus Avenue	27,300	(3,268)	24,032
2001 MEASURE A	2001-70-76-80001-720199	801 0045 70 76 2001A	Moreno Valley Bicycle Master Plan Update (CBTP)	136,562	(4,275)	132,287
2001 MEASURE A	2001-70-76-80001-720199	801 0045 70 76 2001	Moreno Valley Bicycle Master Plan Update	136,562	1,434	137,996
2001 MEASURE A	2001-70-76-80001-720199	801 0049 70 76 2001	Bike Lane Improvements	136,562	2,527	139,089
2001 MEASURE A	2001-70-76-80001-720199	801 0015 70 76 2001	Residential Traffic Management Program (Speed Hump Program)	136,562	64,397	200,959
2001 MEASURE A	2001-70-76-80008-720199	808 0013 70 76 2001	Traffic Signal Equipment/Upgrades	166,171	(33,209)	132,962
2001 MEASURE A	2001-70-76-80008-720199	808 0001 70 76 2001	Citywide Traffic Sign Retroreflectivity Inventory	166,171	(7,737)	158,434
2001 MEASURE A	2001-70-77-80001-720199	801 0011 70 77 2001A	Street Improvement Program (HMPG)	8,602,484	(60,200)	8,542,284
2001 MEASURE A	2001-70-77-80001-720199	801 0039 70 77 2001	Alessandro Boulevard Median / Indian Street to Perris Boulevard	8,602,484	(19,478)	8,583,006
2001 MEASURE A	2001-70-77-80001-720199	801 0051 70 77 2001A	Delphinium Avenue Sidewalk Improvements (SR2S)	8,602,484	(18,877)	8,583,607
2001 MEASURE A	2001-70-77-80001-720199	801 0024 70 77 2001A	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue (SLPP)	8,602,484	(18,207)	8,584,277
2001 MEASURE A	2001-70-77-80001-720199	801 0028 70 77 2001A	Cactus Avenue Eastbound 3rd Lane Improvements / I-215 to Veterans Way (SLPP)	8,602,484	(12,500)	8,589,984
2001 MEASURE A	2001-70-77-80001-720199	801 0012 70 77 2001	SR-60 / Nason Street Interchange	8,602,484	(4,254)	8,598,230
2001 MEASURE A	2001-70-77-80001-720199	801 0027 70 77 2001	Heacock Street / San Michelle Road to Perris Valley Storm Drain Lateral "A"	8,602,484	(2,190)	8,600,294
2001 MEASURE A	2001-70-77-80001-720199	801 0006 70 77 2001	Indian Street / Manzanita Avenue Intersection Reconfiguration	8,602,484	(2,000)	8,600,484
2001 MEASURE A	2001-70-77-80001-720199	801 0009 70 77 2001	Reche Vista Drive Realignment / Perris Boulevard / Heacock Street to North City Limits	8,602,484	(1,218)	8,601,266
2001 MEASURE A	2001-70-77-80001-720199	801 0048 70 77 2001	Wayfinding and Welcome Signs	8,602,484	(416)	8,602,068
2001 MEASURE A	2001-70-77-80001-720199	801 0046 70 77 2001	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements	8,602,484	5,463	8,607,947
2001 MEASURE A	2001-70-77-80001-720199	801 0046 70 77 2001A	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements (HSIP)	8,602,484	27,560	8,630,044
2001 MEASURE A	2001-70-77-80001-720199	801 0008 70 77 2001	Annual ADA Compliant Curb Ramp Upgrade	8,602,484	36,149	8,638,633
2001 MEASURE A	2001-70-77-80001-720199	801 0039 70 77 2001A	Alessandro Boulevard Median / Indian Street to Perris Boulevard (HSIP)	8,602,484	36,890	8,639,374
2001 MEASURE A	2001-70-77-80001-720199	801 0047 70 77 2001A	Alessandro Boulevard / Elsworth Street Intersection Improvements (HSIP)	8,602,484	38,377	8,640,861
2001 MEASURE A	2001-70-77-80001-720199	801 0003 70 77 2001	Citywide Annual Pavement Resurfacing Program	8,602,484	55,159	8,657,643
2001 MEASURE A	2001-70-77-80001-720199	801 0011 70 77 2001	Street Improvement Program (SIP)	8,602,484	57,145	8,659,629
2001 MEASURE A	2001-70-77-80001-720199	801 0047 70 77 2001	Alessandro Boulevard / Elsworth Street Intersection Improvements	8,602,484	64,806	8,667,290
2001 MEASURE A	2001-70-77-80001-720199	801 0010 70 77 2001	Heacock Street South Extension	8,602,484	240,455	8,842,939
2001 MEASURE A	2001-70-77-80001-720199	801 0052 70 77 2001	SR-60 / Theodore Street Interchange	8,602,484	440,238	9,042,722
2001 MEASURE A	2001-70-77-80002-720199	802 0002 70 77 2001	Bridge Repair Maintenance Program	81,000	4,186	85,186
2001 MEASURE A	2001-70-77-80004-720199	804 0007 70 77 2001A	San Timoteo Foothill Storm Drain K-1 and K-4 (HMGP)	1,405,000	(13,645)	1,391,355
2001 MEASURE A	2001-70-77-80004-720199	804 0007 70 77 2001	San Timoteo Foothill Storm Drain K-1 and K-4	1,405,000	50,751	1,455,751
2001 MEASURE A	2001-70-78-80001-720199	801 0017 70 78 2001	Pavement Rehabilitation and Slurry Seal Program	110,000	43,223	153,223
2005 AIR QUALITY MANAGEMENT	2005-70-76-80008-720199	808 0005 70 76 2005	Transportation Management Center	66,021	(13,973)	52,048

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**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed CIP Budget Carryovers**

Fund	GL Account	Project No	Project Description	FY 2013/14 Amended Budget	Proposed Carryover	Revised Budget
2005 AIR QUALITY MANAGEMENT	2005-70-76-80008-720199	808 0004 70 76 2005	Traffic Signal Coordination Program	66,021	22,798	88,819
2512 COMM DEV BLOCK GRANT (CDBG)	2512-50-57-80007-720199	807 0005 50 57 2512	Annual ADA Park Improvements	-	14,534	14,534
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80001-720199	801 0008 70 77 2512	Annual ADA Compliant Curb Ramp Upgrade	1,854,000	(392,000)	1,462,000
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80001-720199	801 0039 70 77 2512	Alessandro Boulevard Median / Indian Street to Perris Boulevard (HSIP)	1,854,000	(157,388)	1,696,612
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80001-720199	801 7002 70 77 2512	Hemlock Ave / Graham St to David Pl and Graham St / Hemlock Ave to David Ln	1,854,000	8,455	1,862,455
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80004-720199	804 0006 70 77 2512	East Sunnymead Boulevard Storm Drain from Indian Street to SR-60 / Perris Off-Ramp	1,495,000	34,824	1,529,824
2800 SCAG ARTICLE 3 FUND	2800-70-76-80001-720199	801 0044 70 76 2800	Cycle 2 Citywide Sidewalks and Access Ramps Project	50,000	(50,000)	-
3000 FACILITY CONSTRUCTION	3000-70-77-80003-720199	803 0001 70 77 3000	Civic Center Site Improvements (Exterior)	2,970,325	(10,000)	2,960,325
3000 FACILITY CONSTRUCTION	3000-70-77-80003-720199	803 0002 70 77 3000	Corporate Yard Facility	2,970,325	21,627	2,991,952
3000 FACILITY CONSTRUCTION	3000-70-77-80004-720199	804 0001 70 77 3000	Heacock Street Channel between Cactus Avenue and 3,500 Ft South of Cactus Avenue	649,359	238,371	887,730
3002 PW GENERAL CAPITAL PROJECTS	3002-70-76-80008-720199	808 0012 70 76 3002	Traffic Mitigation and Enhancement Program	2,526	(2,526)	-
3002 PW GENERAL CAPITAL PROJECTS	3002-70-77-80001-720199	801 0011 70 77 3002	Street Improvement Program (RCFC)	1,500,000	(2,319)	1,497,681
3002 PW GENERAL CAPITAL PROJECTS	3002-70-77-80004-720199	804 0005 70 77 3002	Moreno Master Drainage Plan Line F, Stage 2 Channel Improvements	500,000	67,711	567,711
3003 TUMF CAPITAL PROJECTS	3003-70-77-80001-720199	801 0024 70 77 3003	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue	6,154,676	(86,792)	6,067,884
3003 TUMF CAPITAL PROJECTS	3003-70-77-80001-720199	801 0027 70 77 3003	Heacock Street / San Michelle Road to Perris Valley Storm Drain Lateral "A"	6,154,676	21,817	6,176,493
3005 FIRE SERVICES CAPITAL	3005-70-77-80003-720199	803 0017 70 77 3005	Fire Station No. 6 Multipurpose Annex	406,000	6,244	412,244
3005 FIRE SERVICES CAPITAL	3005-70-77-80003-720199	803 0022 70 77 3005	Remodel Fire Station #48 - Sunnymead Ranch	406,000	257,252	663,252
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80003-720199	803 0008 50 57 3006Q	Weston Park Restroom and ADA Improvements	25,000	15,015	40,015
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80003-720199	803 0015 50 57 3006Q	Cottonwood Recreation Center Renovation	25,000	57,117	82,117
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0005 50 57 3006Q	Annual ADA Park Improvements	1,896,410	(1,923)	1,894,487
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0024 50 57 3006P	Cottonwood Golf Course Driving Range	1,896,410	(675)	1,895,735
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0010 50 57 3006Q	Park Monument Signs	1,896,410	5,307	1,901,717
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0007 50 57 3006P	Install Musco Control Link Automated Lighting Systems	1,896,410	10,000	1,906,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0007 50 57 3006Q	Install Musco Control Link Automated Lighting Systems	1,896,410	10,589	1,906,999
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0031 50 57 3006P	Rancho Verde Park	1,896,410	19,395	1,915,805
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0006 50 57 3006Q	March Field Park Arena Soccer Facility	1,896,410	20,000	1,916,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0028 50 57 3006P	Lasselle Sports Park Security Cameras	1,896,410	40,000	1,936,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0030 50 57 3006Q	Morrison Park Relamping	1,896,410	75,000	1,971,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0004 50 57 3006Q	Replacement Playground Equipment	1,896,410	135,135	2,031,545
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80001-720199	801 0038 70 77 3008	SR-60 / Moreno Beach Drive South Side of Interchange (Phase 1)	2,319,224	973,129	3,292,353

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed CIP Budget Carryovers**

Fund	GL Account	Project No	Project Description	FY 2013/14 Amended Budget	Proposed Carryover	Revised Budget
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80002-720199	802 0003 70 77 3008	SR-60 / Nason Street Overcrossing Bridge (STPL)	300,000	1,931,651	2,231,651
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80003-720199	803 0013 70 77 3008	Morrison Park Fire Station (formerly Fire Station #107)	-	10,000	10,000
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80004-720199	804 0002 70 77 3008	Storm Drain Improvements on Day Street South of Cottonwood Avenue	5,000	(170)	4,830
3301 DIF ARTERIAL STREETS CAPITAL PRO	3301-70-77-80001-720199	801 0028 70 77 3301	Cactus Avenue Eastbound 3rd Lane Improvements / I-215 to Veterans Way	28,771	(22,500)	6,271
3301 DIF ARTERIAL STREETS CAPITAL PRO	3301-70-77-80001-720199	801 0031 70 77 3301	Cactus Avenue Eastbound 3rd Lane Improvements / Veterans Way to Heacock Street	28,771	(4,941)	23,830
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0008 70 76 3302	Nason Street / Riverside County Regional Medical Center Main Driveway Traffic Signal	1,580,486	61	1,580,547
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0010 70 76 3302	Emergency Vehicle Pre-emption at 117 Traffic Signals	1,580,486	9,391	1,589,877
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0006 70 76 3302	ITS Deployment Phase I A	1,580,486	31,809	1,612,295
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0005 70 76 3302	Transportation Management Center	1,580,486	49,439	1,629,925
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0010 70 76 3302A	Emergency Vehicle Pre-emption at 117 Traffic Signals (HSIP)	1,580,486	213,496	1,793,982
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-77-80008-720199	808 0009 70 77 3302	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements	136,068	(1,359)	134,709
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-77-80008-720199	808 0024 70 77 3302	Perris Blvd/Ironwoor-Manzanita TS	136,068	227,000	363,068
3311 DIF INTERCHANGE IMPROV CAP PROJ	3311-70-77-80001-720199	801 0052 70 77 3311	SR-60 / Theodore Street Interchange	-	111,305	111,305
3401 2005 LEASE REV BONDS CAP ADMIN	3401-70-77-80001-720199	801 0032 70 77 3401	Kitching Street / Alessandro Boulevard to Gentian Avenue	4,000	(702)	3,298
3401 2005 LEASE REV BONDS CAP ADMIN	3401-70-77-80003-720199	803 0001 70 77 3401	Civic Center Site Improvements (Exterior)	30,000	10,742	40,742
3401 2005 LEASE REV BONDS CAP ADMIN	3401-70-77-80003-720199	803 0010 70 77 3401	Public Safety Building Conversion	30,000	18,732	48,732
3411 TRIP CAPITAL PROJECTS	3411-70-77-80001-720199	801 0001 70 77 3411	Nason Street / Cactus Avenue to Fir Avenue	16,283,101	(722,259)	15,560,842
3411 TRIP CAPITAL PROJECTS	3411-70-77-80001-720199	801 0024 70 77 3411	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue	16,283,101	(4,683)	16,278,418
3411 TRIP CAPITAL PROJECTS	3411-70-77-80001-720199	801 0003 70 77 3411	Citywide Annual Pavement Resurfacing Program	16,283,101	1,072,049	17,355,150
5113 CFD#1	5113-50-57-80007-720199	807 0023 50 57 5113	CFD#1 Park Parking Lot Seal Coat	408,000	(7,126)	400,874
5113 CFD#1	5113-50-57-80007-720199	807 0021 50 57 5113	Celebration Park Perimeter Fence	408,000	15,000	423,000
5113 CFD#1	5113-50-57-80007-720199	807 0033 50 57 5113	Shadow Mountain Park ADA Ramp	408,000	17,490	425,490
6020 2007 TAXABLE LEASE REVENUE BONDS	6020-70-80-80005-720199	805 0024 70 80 6020	Install Cable to Transfer Part of Load from Globe 12kV to Indian 12kV	623,332	13,650	636,982
6020 2007 TAXABLE LEASE REVENUE BONDS	6020-70-80-80005-720199	805 0021 70 80 6020	MVU-0023 MoVal 33KV South Industrial Substation WDAT	623,332	1,087,466	1,710,798
7220 TECHNOLOGY SERVICES ASSET FUND	7220-30-39-80003-720199	803 0011 30 39 7210	Box Springs Communications Site	625,000	(16,402)	608,598
7220 TECHNOLOGY SERVICES ASSET FUND	7220-30-39-80003-720199	803 0012 30 39 7210	800 MHz Radio Repeater System Centralization	625,000	14,579	639,579
7220 TECHNOLOGY SERVICES ASSET FUND	7220-30-39-80009-720199	809 0001 30 39 7210	Citywide Fiber Optic Communications Expansion	84,940	30,000	114,940

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RESOLUTION NO. SA 2014-04

A RESOLUTION OF THE CITY OF MORENO VALLEY AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2014/15

WHEREAS, the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley approved the Operating and Capital Budgets for the Successor Agency for Fiscal Year 2014/15, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the Mayor and City Council of the City of Moreno Valley as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley a proposed amendments to the Operating and Capital Budgets for the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for Fiscal Year 2014/15, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain estimates of the services, activities and projects comprising the budget, and contain expenditure requirements and the resources available to the Successor Agency; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain the estimates of uses of fund balance as required to stabilize the delivery of Successor Agency services; and

WHEREAS, the Mayor and City Council have made such revisions to the proposed amendments to the Operating and Capital Budgets as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The proposed amendments to the Operating and Capital Budgets, as Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and

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Resolution No. SA 2014-04
Date Adopted: October 28, 2014

adopted as the annual Operating and Capital Budgets of the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley for the Fiscal Year 2014/15.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 28th day of October, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2014-04 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of October, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

EXHIBIT A

Department	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Secured	1010-99-99-91010-401000	4,471,300	471,602	4,942,902	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Unsecured	1010-99-99-91010-401010	228,600	(773)	227,827	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Prior Years	1010-99-99-91010-401020	51,000	(6,869)	44,131	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Homeowner Exemp	1010-99-99-91010-401030	68,000	4,200	72,200	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Teeter/Del Tax	1010-99-99-91010-401050	160,000	(25,129)	134,871	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax in Lieu-VLF	1010-99-99-91010-401060	14,265,000	647,136	14,912,136	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Redevelopment Redistributor	1010-40-45-30110-401065	-	254,211	254,211	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax - Redevelopment Redistributor	1010-99-99-91010-401065	-	257,409	257,409	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Property Tax in Lieu-Sales Tax	1010-99-99-91010-402030	3,620,000	1,118,770	4,738,770	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	1010 GENERAL FUND	Utility Users Tax	1010-99-99-91010-407000	16,428,000	(516,000)	15,912,000	UUT growth adjusted based on prior years to 2%
Financial & Management Svcs	1010 GENERAL FUND	Sales Tax - General	1010-99-99-91010-402000	12,800,000	100,000	12,900,000	Adjusted based on FY 13/14 revenues
Public Works	1010 GENERAL FUND	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	1010-99-99-91010-807510	427,676	237,451	665,127	Transfer-in to purchase replacement vehicles and equipment
TOTAL - Revenue and Transfers-in				\$ 52,519,576	\$ 2,542,007	\$ 55,061,583	
Administrative Services	1010 GENERAL FUND	Oper Suppl - Laboratory	1010-18-38-18210-630212	28,000	7,500	35,500	Increased costs associated with intake vaccination protocol for stray pets, additional testing kits for the parvovirus, additional preventative products
Financial & Management Svcs	1010 GENERAL FUND	Benefits - PERS & ERPD Def Comp	1010-99-99-91010-612110	-	40,000	40,000	CalPERS: The City owes approximately \$40k in FY 14/15 for "Replacement Benefit Contribution"
Financial & Management Svcs	1010 GENERAL FUND	Benefits - Bank	1010-99-99-91010-612120	280,000	(280,000)	-	OPEB: Budget for \$0, since medical expenses are reimbursed
Financial & Management Svcs	1010 GENERAL FUND	Agency Svcs - State	1010-99-99-91010-620310	1,100,000	(198,000)	902,000	OPEB: Reduced from \$1.1M to \$902k to match Annual Required Contribution
Financial & Management Svcs	1010 GENERAL FUND	Salaries, Regular	1010-30-33-25020-611110	268,658	101,260	369,918	Financial Resources Salary/Benefits adjustments
Financial & Management Svcs	1010 GENERAL FUND	Training & Travel	1010-30-33-25020-620510	2,000	3,000	5,000	Financial Resources Logos training
Fire	1010 GENERAL FUND	Agency Svcs - Cnty	1010-40-45-30110-620320	14,001,360	196,027	14,197,387	Riverside County Fire's partner cities advising them of increases occurring to Cal PERS pension rates, increases with state health care benefits and an increase in the state administrative charge.
Fire	1010 GENERAL FUND	Deficit Reduction Savings	1010-99-99-91010-680412	(901,797)	(98,203)	(1,000,000)	Increase deficit reduction amount to cover vacancy factors
Police	1010 GENERAL FUND	Agency Svcs - Cnty	1010-60-68-40312-620320	-	750,000	750,000	Use of prior year savings to provide additional Overtime budget and new cameras and ALPR.
Public Works	1010 GENERAL FUND	Oper Mtrls - Furn & Equip	1010-70-29-20410-630330	200	7,604	7,804	Increase to purchase a multifunction plotter.
Financial & Management Svcs	1010 GENERAL FUND	Transfer -out	1010-99-99-91010-907610	-	500,000	500,000	Transfer-out to compensated absences Fund 7610
Public Works	1010 GENERAL FUND	Mach-Equip, Repl - Vehicles	1010-660322	-	231,485	231,485	Purchase replacement vehicles and equipment, utilizing accrued replacement reserves
Public Works	1010 GENERAL FUND	Transfer-out	1010-99-99-91010-907410	-	170,000	170,000	Maint & Op GPS tracking and fleet management software
TOTAL - Expenses and Transfer-out				\$ 14,778,421	\$ 1,430,673	\$ 16,209,094	

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**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

Department	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Public Works	2000 STATE GAS TAX	State Gas Tax 2107	2000-99-99-92000-408000	1,370,718	(78,764)	1,291,954	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	State Gas Tax 2106	2000-99-99-92000-408020	614,706	152,610	767,316	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	State Gas Tax 2105	2000-99-99-92000-408030	928,206	351,805	1,280,011	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	State Gas Tax 2103	2000-99-99-92000-408040	2,244,944	(175,303)	2,069,641	Adjusted per updated State projections
Public Works	2000 STATE GAS TAX	Reimbursed Indirect Costs	2000-70-77-45220-680410	(535,500)	100,000	(435,500)	Capital Projects Division operating budget Reimbursed Indirect Costs adjusted per current activities
Public Works	2000 STATE GAS TAX	Transfers to STORM WATER MAINTENANCE	2000-99-99-92000-902007	50,000	148,150	198,150	Transfer-out to Fund 2007 Storm Drain Maint. for prior expenses
Public Works	2001 MEASURE A	Fed Reimb-Capital	2001-99-99-92001-482020	1,994,100	767,770	2,761,870	CIP adjustments - for reimbursement revenue
Public Works	2001 MEASURE A	Mach-Equip, Repl - Vehicles	2001-70-78-45311-660322	200,000	80,000	280,000	Increased estimate for Signing & Striping truck vehicle replacement.
Public Works	2001 MEASURE A	Transfer-out	2001-99-99-92001-902301	-	1,495,760	1,495,760	CIP adjustments - transfer out

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CITY OF MORENO VALLEY
 NON-GENERAL FUND
 FY 2014/15 Proposed Operating Budget Adjustments

Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Public Works	2005 AIR QUALITY MANAGEMENT	Air Quality Incentives	2005-70-76-45140-486100	200,000	20,000	220,000	Increased based on historical expenditures
Public Works	2007 STORM WATER MAINTENANCE	Transfers in - from GAS TAX FUND	2007-99-99-92007-802000	50,000	148,450	198,450	Transfer-in from Fund 2000 Gas Tax for prior expenses
Public Works	2007 STORM WATER MAINTENANCE	Oper Mtrls - Furn & Equip	2007-70-78-45340-630330	95,111	(26,521)	68,590	Adjusted exp to match revenues for FY 14/15
Parks & Community Svcs	2201 CHILD CARE GRANT	ISF - Risk - General Liability	2201-50-58-75011-690210	20,800	(5,000)	15,800	Reduced based on available revenues
Parks & Community Svcs	2201 CHILD CARE GRANT	ISF - Purch & Fac	2201-50-58-75011-690390	28,800	(7,000)	21,800	Reduced based on available revenues
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Temporary	2201-50-58-75011-611310	270,000	(11,304)	258,696	Reduced based on available revenues
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Regular	2201-50-58-75011-611110	19,284	(977)	18,307	personnel adjustments/reductions
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Temporary	2201-50-58-75011-611310	270,000	(22,795)	247,205	personnel adjustments/reductions
Parks & Community Svcs	2201 CHILD CARE GRANT	Salaries, Temporary	2201-50-58-75112-611310	-	8,177	8,177	personnel adjustments/reductions
Parks & Community Svcs	2202 ASES PROGRAM GRANT	Salaries, Regular	2202-50-58-75312-611110	85,263	(21,193)	64,070	personnel adjustments/reductions
Public Works	2301 CAPITAL PROJECTS GRANTS	Transfers in - from MEASURE "A" FUND	2301-99-99-92301-802001	-	1,495,760	1,495,760	CIP adjustments - transfer in
Public Works	2301 CAPITAL PROJECTS GRANTS	County Grant-Capital Revenue	2301-99-99-92301-487010	-	2,017,500	2,017,500	CIP adjustments - for reimbursement revenue
Public Works	2301 CAPITAL PROJECTS GRANTS	Fed Reimb-Capital	2301-99-99-92301-482020	-	4,230,340	4,230,340	CIP adjustments - for reimbursement revenue
Fire	2503 EMPG-EMERGENCY MGMT GRANT	Salaries, Regular	2503-40-47-74101-611110	39,768	(6,603)	33,165	Reduced based on available revenues
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Program Income	2507-30-33-72701-485210	-	2,109,481	2,109,481	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	Fed Grant-Operating Revenue	2507-30-33-72703-485000	-	2,489,481	2,489,481	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 6 -Redevelopment	2507-30-33-72703-733207	-	115,400	115,400	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Administration	2507-30-33-72703-733208	-	120,000	120,000	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Programs	2507-30-33-72701-733201	-	1,220,000	1,220,000	Adjustment based on current reconciliation of the Grant
Financial & Management Svcs	2507 NEIGHBORHOOD STABILIZATION PROG	Salaries, Regular	2507-30-33-72701-611110	-	380,000	380,000	Adjustment based on current reconciliation of the Grant
Public Works	3002 PW GENERAL CAPITAL PROJECTS	Reimbursement Agreement	3002-99-99-93002-500600	-	1,500,000	1,500,000	CIP adjustments - for reimbursement revenue
Public Works	3002 PW GENERAL CAPITAL PROJECTS	Reimbursement Agreement	3002-99-99-93002-500600	-	398,542	398,542	CIP adjustments - for reimbursement revenue
Public Works	3002 PW GENERAL CAPITAL PROJECTS	Reimbursement Agreement	3002-99-99-93002-500600	-	500,000	500,000	CIP adjustments - for reimbursement revenue
Public Works	3008 CAPITAL PROJECTS REIMBURSEMENTS	CIP Other	3008-70-77-80001-720199	2,319,224	1,000,000	3,319,224	CIP adjustments - for reimbursement revenue
Financial & Management Svcs	3701 2005 LEASE REV BONDS-DEBT SVC	Transfers to 2013 REFUNDING 2005 LRB	3701-99-90-93701-903712	489,542	623,230	1,112,772	Adjustment to balance activities between Funds 2005 and 2013
Financial & Management Svcs	3712 2013 REFUNDING 2005 LRB BONDS-DEBT SVC	Transfers in - from 2005 LEASE REV BONDS-DEBT SVC	3712-99-99-93712-803701	489,542	623,230	1,112,772	Adjustment to balance activities between Funds 2005 and 2013
Parks & Community Svcs	4017 ARTS COMMISSION	Contractual Svcs - Other	4017-50-55-35030-625099	8,200	(6,100)	2,100	Adjusted based on available fund balance and revenues
Parks & Community Svcs	4017 ARTS COMMISSION	Oper Mtrls - Other	4017-50-55-35030-630399	5,600	(5,000)	600	Adjusted based on available fund balance and revenues
Financial & Management Svcs	4800 SUCCESSOR AGENCY ADMIN FUND	Transfers to HOUSING AUTHORITY	4800-99-99-94800-908884	-	25,000	25,000	Adjustment to Housing Authority revenue received per the State approved ROPS
Financial & Management Svcs	4800 SUCCESSOR AGENCY ADMIN FUND	Transfers to COMPENSATED ABSENCES	4800-99-99-94800-907610	-	144,462	144,462	One-time transfer for Unfunded Accrued Leave, as approved on the ROPS
Financial & Management Svcs	5010 LIBRARY SERVICES	Property Tax - Redevelopment Redistribution	5010-18-56-18510-401065	-	70,097	70,097	Adjusted per Assessor County Recorder estimates

**CITY OF MORENO VALLEY
NON-GENERAL FUND
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Department	Fund	GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment	
Financial & Management Svcs	5010 LIBRARY SERVICES	Property Tax - Library	5010-18-56-18510-401090	1,305,000	230,861	1,535,861	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Secured	5011-99-99-95011-401000	1,545,000	224,837	1,769,837	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Unsecured	5011-99-99-95011-401010	81,000	12,257	93,257	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Prior Years	5011-99-99-95011-401020	6,000	(2,939)	3,061	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Homeowner Exemp	5011-99-99-95011-401030	26,000	878	26,878	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Teeter/Del Tax	5011-99-99-95011-401050	75,000	(23,595)	51,405	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5011 ZONE A PARKS	Property Tax - Redevelopment Redistribution	5011-99-99-95011-401065	-	77,881	77,881	Adjusted per Assessor County Recorder estimates
Parks & Community Svcs	5011 ZONE A PARKS	Rental Income	5011-50-57-35213-463000	-	25,000	25,000	Rental Income for the Golf Course.
Parks & Community Svcs	5011 ZONE A PARKS	Lease Payments - Sub-Agents	5011-50-58-35310-463070	51,300	(47,000)	4,300	Transfer to Conf & Rec Cntr (5011-50-58-35313-463070). Lease payments are for Fitness 19 located in the CRC.
Parks & Community Svcs	5011 ZONE A PARKS	Lease Payments - Sub-Agents	5011-50-58-35313-463070	-	47,000	47,000	Transfer from Senior Program (5011-50-58-35310-463070). Lease payments are for Fitness 19 located in the CRC.
Parks & Community Svcs	5011 ZONE A PARKS	Spl Seasonal Events-4th of Jul	5011-50-58-35317-507080	50,000	(25,000)	25,000	Adjustment to reduce revenues to historical amounts based on last two years.
Parks & Community Svcs	5011 ZONE A PARKS	Professional Svcs - Other	5011-50-58-35315-620299	7,000	25,000	32,000	Adjustment for unforeseen additional Bank Card Fees.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Electricity	5011-50-57-35210-621010	-	105,000	105,000	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Water	5011-50-57-35213-621030	-	78,700	78,700	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Water	5011-50-57-35210-621030	-	552,000	552,000	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Other	5011-50-57-35213-621099	56,000	(54,700)	1,300	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Utilities - Other	5011-50-57-35210-621099	615,000	(615,000)	-	Adjustment to increase water budget and reclass utility exp.
Parks & Community Svcs	5011 ZONE A PARKS	Contractual Svcs - Other	5011-50-58-35312-625099	10,000	25,000	35,000	Adjustment for additional contractual costs for new events (concerts in the Park, Movies in the Park and Snow Day)
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-55-35010-611110	212,087	(19,384)	192,703	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35210-611110	962,243	(178,747)	783,496	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-57-35210-611130	36,026	15,452	51,478	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35211-611110	40,842	(22,459)	18,383	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35212-611110	161,366	(13,188)	148,178	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-57-35212-611130	49,110	(18,658)	30,452	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35213-611110	14,335	30,142	44,477	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-57-35213-611130	40,000	(6,403)	33,597	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-57-35214-611110	96,742	(1,069)	95,673	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35310-611110	140,088	10,057	150,145	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35310-611130	12,594	1,805	14,399	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35311-611110	61,628	(26,355)	35,273	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35312-611110	16,621	32,050	48,671	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35312-611130	500	80,121	80,621	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35313-611110	46,159	(2,101)	44,058	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35313-611130	78,805	(28,417)	50,388	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35314-611110	61,744	(1,498)	60,246	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35314-611130	15,000	4,198	19,198	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35315-611110	484,791	(302,645)	182,146	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35315-611130	330,000	(239,302)	90,698	personnel adjustments/reductions

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CITY OF MORENO VALLEY
 NON-GENERAL FUND
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Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35317-611110	20,000	6,795	26,795	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35317-611310	5,000	39	5,039	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35318-611110	-	213,026	213,026	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35318-611310	-	171,319	171,319	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Regular	5011-50-58-35319-611110	-	25,936	25,936	personnel adjustments/reductions
Parks & Community Svcs	5011 ZONE A PARKS	Salaries, Temporary	5011-50-58-35319-611310	-	14,399	14,399	personnel adjustments/reductions
Financial & Management Svcs	5012 LMD 2014-01	Advanced Energy Fees	5012-30-79-25703-501100	87,300	(86,800)	500	Adjusted based on revised projections
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Secured	5012-30-79-25703-401000	74,800	10,435	85,235	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Unsecured	5012-30-79-25703-401010	4,100	377	4,477	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Prior Years	5012-30-79-25703-401020	300	(150)	150	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Homeowner Exemp	5012-30-79-25703-401030	1,300	(10)	1,290	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Teeter/Del Tax	5012-30-79-25703-401050	4,800	(2,332)	2,468	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5012 LMD 2014-01	Property Tax - Redevelopment Redistribution	5012-30-79-25703-401065	-	3,265	3,265	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5013 ZONE E EXTENSIVE LANDSCAPE	Admin Chrg - GF - Cost Alloc	5013-30-79-25705-692010	(69,479)	71,590	2,111	Re-allocate General Fund cost allocation credit to include new Fund 5014 LMD 2014-02
Financial & Management Svcs	5014 LMD 2014-02	Salaries, Regular	5014-30-79-25721-611110	298,380	75,000	373,380	Allocation of salary for consistency of parcel count and acreage for the new LMD 2014-02 Fund
Financial & Management Svcs	5014 LMD 2014-02	Maint & Repair - Bldg & Ground	5014-30-79-25721-620910	931,431	235,400	1,166,831	Landscaping reinvestment opportunities within areas that have available funding
Financial & Management Svcs	5014 LMD 2014-02	Utilities - Water	5014-30-79-25721-621030	409,595	25,000	434,595	Increase water costs to account for EMWD tier rate charges (EMWD move to Stage 3a Water Shortage Contingency Plan)
Financial & Management Svcs	5014 LMD 2014-02	Admin Chrg - GF - Cost Alloc	5014-30-79-25721-692010	110,150	(71,590)	38,560	Re-allocate General Fund cost allocation credit to include new Fund 5014 LMD 2014-02
Financial & Management Svcs	5015 CFD 2014-01	Special Taxes	5015-30-79-25722-404000	-	36,616	36,616	New Fund established after budget adoption
Financial & Management Svcs	5015 CFD 2014-01	Utilities - Electricity	5015-30-79-25722-621010	-	5,700	5,700	New Fund established after budget adoption
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Secured	5110-30-79-25703-401000	95,900	18,497	114,397	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Unsecured	5110-30-79-25703-401010	5,600	510	6,110	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Prior Years	5110-30-79-25703-401020	300	(111)	189	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Homeowner Exemp	5110-30-79-25703-401030	1,800	(46)	1,754	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Teeter/Del Tax	5110-30-79-25703-401050	6,400	(3,032)	3,368	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5110 ZONE C ARTERIAL ST LIGHTS	Property Tax - Redevelopment Redistribution	5110-30-79-25703-401065	-	33,170	33,170	Adjusted per Assessor County Recorder estimates
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Parcel Fees	5111-30-79-25704-500800	1,198,100	(25,000)	1,173,100	Decrease in projected revenue, based on applied charges
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Professional Svcs - Other	5111-30-79-25704-620299	15,400	60,000	75,400	Costs associated with the conversion of districts from CSD to LMD or CFD
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Maint & Repair - Bldg & Ground	5111-30-79-25704-620910	368,500	58,300	426,800	Landscaping reinvestment opportunities within areas that have available funding.
Financial & Management Svcs	5111 ZONE D STANDARD LANDSCAPE	Utilities - Water	5111-30-79-25704-621030	227,900	29,000	256,900	Increase water costs to account for EMWD tier rate charges (EMWD move to Stage 3a Water Shortage Contingency Plan)
Financial & Management Svcs	5112 ZONE M MEDIANS	Parcel Fees	5112-30-79-25719-500800	202,700	(31,904)	170,796	Decrease in projected revenue, based on applied charges
Financial & Management Svcs	5112 ZONE M MEDIANS	Salaries, Regular	5112-30-79-25719-611110	67,556	(46,000)	21,556	Allocation of salary for consistency of parcel count and acreage for the new LMD 2014-02 Fund. Offset to fund 5014.
Financial & Management Svcs	5112 ZONE M MEDIANS	Professional Svcs - Other	5112-30-79-25719-620299	-	25,000	25,000	Costs associated with the conversion of districts from CSD to LMD or CFD

**CITY OF MORENO VALLEY
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Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Parks & Community Svcs	5113 CFD#1	Salaries, Regular	5113-50-57-35216-611110	367,235	(33,177)	334,058	personnel adjustments/reductions
Parks & Community Svcs	5113 CFD#1	Salaries, Temporary	5113-50-57-35216-611310	10,700	814	11,514	personnel adjustments/reductions
Financial & Management Svcs	5114 ZONE S	Professional Svcs - Other	5114-30-79-25720-620299	-	25,000	25,000	Costs associated with the conversion of districts from CSD to LMD or CFD
Parks & Community Svcs	5211 Zone A Parks - Assets	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	5211-99-99-95211-807510	-	215,626	215,626	Equipment replacement
Parks & Community Svcs	5211 Zone A Parks - Assets	Mach-Equip, Repl - Vehicles	5211-660322	-	215,626	215,626	Equipment replacement
Public Works	6010 ELECTRIC	Resource Adequacy	6010-70-80-45510-710146	-	596,300	596,300	Adjustment to meet Resource Adequacy regulatory requirements
Public Works	6010 ELECTRIC	Renewable Energy	6010-70-80-45510-710148	-	490,400	490,400	Adjustment to meet Renewable Energy regulatory requirements
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25410-693010	1,600	(1,600)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25411-693010	222,200	(222,200)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25412-693010	39,400	(39,400)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Repl Chrg - Other	7210-30-39-25413-693010	1,200	(1,200)	-	Reduce the TS Replacement Charge to zero. Charges to be paid from Fund 7230
Financial & Management Svcs	7210 TECHNOLOGY SERVICES	CIP Other	7210-30-39-25452-720199	(74,443)	74,443	-	Adjustment for budget in Fund 7220
Financial & Management Svcs	7220 TECHNOLOGY SERVICES ASSET FUND	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7220-99-99-97220-807510	-	14,841	14,841	Equipment replacement
Financial & Management Svcs	7220 TECHNOLOGY SERVICES ASSET FUND	Mach-Equip, Repl - Vehicles	7220-660322	-	14,841	14,841	Equipment replacement
Administrative Services	7310 FACILITIES MAINTENANCE	Employee Beverage Service	7310-18-40-18410-580120	4,800	(3,700)	1,100	Adjusted for coffee program
Administrative Services	7310 FACILITIES MAINTENANCE	In-House Copier Charges	7310-18-40-18410-585010	132,636	11,464	144,100	Increase revenue to match account 693020 payments received
Administrative Services	7310 FACILITIES MAINTENANCE	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7310-99-99-97310-807510	-	165,000	165,000	Transfer-in for the City Hall first floor reconfiguration, second phase of the functional and accessibility updates to City Hall
Administrative Services	7310 FACILITIES MAINTENANCE	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7310-99-99-97310-807510	-	24,701	24,701	Equipment replacement
Administrative Services	7310 FACILITIES MAINTENANCE	Mach-Equip, Repl - Vehicles	7310-660322	-	24,701	24,701	Equipment replacement
Administrative Services	7310 FACILITIES MAINTENANCE	Professional Svcs - Other	7310-18-40-18411-620299	-	185,000	185,000	The City Hall first floor reconfiguration is the second phase of the functional and accessibility updates to City Hall
Administrative Services	7310 FACILITIES MAINTENANCE	Contractual Svcs - Other	7310-18-40-18410-625099	-	20,000	20,000	The forklift is broken and facilities is currently getting estimates on repairs.
Public Works	7410 EQUIPMENT MAINTENANCE	Administrative Charges	7410-70-78-45360-585020	786,134	266,700	1,052,834	Revenue offset for modification to tracking of exp.
Public Works	7410 EQUIPMENT MAINTENANCE	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7410-99-99-97410-807510	-	40,962	40,962	Transfer-in for the replacement of (2) vehicle hoists in Mechanic's Shop.
Public Works	7410 EQUIPMENT MAINTENANCE	Transfers in - from GENERAL FUND	7410-99-99-97410-801010	-	170,000	170,000	Transfer in for the purchase of Maint & Op GPS tracking and fleet management software
Public Works	7410 EQUIPMENT MAINTENANCE	Mach-Equip, New - Other	7410-70-78-45360-660398	-	40,962	40,962	Replace (2) vehicle hoists in Mechanic's Shop. Cost offset with transfer-in from equipment replacement funds.
Public Works	7410 EQUIPMENT MAINTENANCE	Mach-Equip, New - Other	7410-70-78-45360-660398	-	140,000	140,000	Purchase of GPS Implementation Program for the installation of GPS units on City vehicles
Public Works	7410 EQUIPMENT MAINTENANCE	Mach-Equip, New - Other	7410-70-78-45360-660398	-	30,000	30,000	Purchase of Fleet Management software related to Proposed Vehicle/Equipment Replacement Program and needed for improved vehicle repair/cost history tracking.
Public Works	7410 EQUIPMENT MAINTENANCE	Maint & Repair - Machine Equip	7410-70-78-45360-620930	-	266,700	266,700	Modification to tracking of exp. Offset with new revenues
Administrative Services	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88190-907310	-	165,000	165,000	Transfer-out for the City Hall first floor reconfiguration, second phase of the functional and accessibility updates to City Hall
Public Works	7510 EQUIPT REPLACEMENT RESERVE	Transfers to GENERAL FUND	7510-99-97-88190-901010	427,676	5,966	433,642	Transfer-out for the purchase of a replacement multifunction plotter.
Public Works	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-99-97510-907410	-	40,962	40,962	Transfer-out for the replacement of (2) vehicle hoists in Mechanic's Shop.
Multiple	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-901010	-	231,485	231,485	Transfer-out for the replacement of vehicles
Parks & Community Svcs	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-905211	-	215,626	215,626	Transfer-out for the replacement of vehicles

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Item No. G.2

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Adjustments**

Department	Fund		GL Account	FY 2014/15 Amended Budget	Proposed Adjustments	Revised Budget	Description - Proposed Adjustment
Administrative Services	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-907220	-	14,841	14,841	Transfer-out for the replacement of vehicles
Financial & Management Svcs	7510 EQUIPT REPLACEMENT RESERVE	Transfer-out	7510-99-97-88110-907310	-	24,701	24,701	Transfer-out for the replacement of vehicles
Financial & Management Svcs	7610 Compensated Abscences	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	7610-99-99-97610-804800	-	144,462	144,462	One-time transfer for Unfunded Accrued Leaves that the DOF approved on the ROPS
Financial & Management Svcs	7610 Compensated Abscences	Transfers in - from GENERAL FUND	7610-99-99-97610-801010	-	500,000	500,000	Transfer-in to fund compensated absences
Financial & Management Svcs	7610 Compensated Abscences	Leave Payouts - Annual	7610-99-99-97610-613110	-	500,000	500,000	Funding for the payout of compensated absences
Financial & Management Svcs	8884 HOUSING AUTHORITY	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	8884-99-99-98884-804800	-	25,000	25,000	Transfer-in for Housing Authority revenue received per the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	8884-99-99-98884-804800	-	70,000	70,000	Transfer-in for Housing Authority revenue received per the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Princ. Repayment- Rental Rehab	8884-30-33-20601-461090	-	17,000	17,000	Revenue for Housing Authority activities funded through the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Interest Inc. - Rental Rehab	8884-30-33-20601-460090	-	40,000	40,000	Revenue for Housing Authority activities funded through the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Contractual Svcs - Other	8884-30-33-20601-625099	-	25,000	25,000	For Housing Authority activities funded through the ROPS - Affordable Housing Certificates
Financial & Management Svcs	8884 HOUSING AUTHORITY	Professional Svcs - Other	8884-30-33-20601-620299	-	70,000	70,000	For Housing Authority activities funded through the ROPS - Legal Services
Financial & Management Svcs	8884 HOUSING AUTHORITY	Agency Svcs - Other	8884-30-33-20601-620399	-	15,000	15,000	For Housing Authority activities funded through the ROPS
Financial & Management Svcs	8884 HOUSING AUTHORITY	Salaries, Regular	8884-30-33-20601-611110	-	15,000	15,000	For Housing Authority activities funded through the ROPS

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed Operating Budget Carryovers**

Department	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
18 Administrative Services	1010 GENERAL FUND	Mach-Equip, New - Vehicles	1010-18-38-18210-660312	\$ 53,000	\$ 53,000	\$ 106,000	RFP awarded March 2014 to Fairview Ford in the amount of \$58,108 for replacement of one Animal Control transport vehicle. Expected delivery was late July, early August as of 9/2/14 still waiting for delivery.
20 Community & Economic Dev	1010 GENERAL FUND	Professional Svcs - Other	1010-20-28-20310-620299	75,000	75,000	150,000	Budget for scanning of B&S permit and plans to bring them to current - RFS will be requested in FY 14/15
40 Fire	1010 GENERAL FUND	Agency Svcs - Cnty	1010-40-45-30110-620320	14,001,360	145,709	14,147,069	Request is to cover construction costs for the remodel at Fire Station 48
60 Police	1010 GENERAL FUND	Maint & Repair - Machine Equip	1010-60-65-40010-620930	159,400	53,000	212,400	The PD has been in consultation with city IT and the City Manager's Office, in upgrading our current citywide camera system software.
60 Police	1010 GENERAL FUND	Contractual Svcs - Other	1010-60-65-40010-625099	840,500	131,050	971,550	\$12,600 will be used to pay for a FY 13/14 sexual assault examination invoice that was billed late from RCRM. \$16,450 will be used to install WiFi for the Public Safety Building. Consultant to prepare a cost analysis to examine PD budget will be approximately \$40,000. \$50,000 for COM-SEC and Rasmussen Brothers Construction invoices for Detective Unit interview room's electronic system and soundproofing. \$12,000 to complete the Pantascene project.
70 Public Works	1010 GENERAL FUND	Professional Svcs - Other	1010-70-76-45110-620299	800	25,628	26,428	Committed expense assoc with M&O Mobile Application ordered in FY13/14 & delivered in FY14/15. New PO# 2015-640.
70 Public Works	1010 GENERAL FUND	Oper Mtrls - Other	1010-70-76-45111-630399	-	43,160	43,160	Traffic signal rewire services at three intersections. Work carried over into new fiscal year, requiring budget carryover from 13/14 to pay an outstanding invoice. Denied carryover request may result in scheduled 14/15 projects not being completed.
TOTAL				\$ 15,130,060	\$ 526,547	\$ 15,656,607	

**CITY OF MORENO VALLEY
NON-GENERAL FUND
FY 2014/15 Proposed Operating Budget Carryovers**

Department/Fund	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
99 Non-Department	2001 MEASURE A	Fed Reimb-Capital	2001-99-99-92001-482020	1,994,100	4,502,000	6,496,100	Remaining Federal-aid and FEMA Allocations. SR-60/Nason Bridge transferred to Fund 3008
99 Non-Department	2001 MEASURE A	State Grant-Capital Revenue	2001-99-99-92001-486010	-	543,500	543,500	Remaining State Grant Allocations
99 Non-Department	2001 MEASURE A	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	2001-99-99-92001-807510	125,904	409,665	535,569	Replacement Charges associated with vehicles ordered in FY 13/14 and delivered in FY 14/15.
70 Public Works	2001 MEASURE A	Mach-Equip, Repl - Vehicles	2001-70-78-45311-660322	200,000	778,000	978,000	Committed expenditures associated with vehicles ordered in FY 13/14 and delivered in FY 14/15. Additionally, up to \$165,000 in prior year savings to be utilized for the purchase of used street sweeper from the City of Santa Ana.
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Other Grant-Operating Revenue	2012-20-27-72201-489000	-	79,252	79,252	Carry over remaining grant fund
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Salaries, Regular	2012-20-27-72201-611110	526	28,803	29,329	Carry over remaining grant fund
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Training & Travel	2012-20-27-72201-620510	-	839	839	Carry over remaining grant fund
20 Community & Economic Dev	2012 STRATEGY PLAN GRANT/SCE	Marketing Svcs - Advertising	2012-20-27-72201-620610	-	500	500	Carry over remaining grant fund
18 Administrative Services	2300 MISCELLANEOUS GRANTS	State Grant-Operating Revenue	2300-18-38-73312-486000	-	29,632	29,632	Grant Funds received in FY11-12 & FY12-13 from CA Dept. of Food & Agriculture. To be used FY14-15 in its entirety with S/N Vouchers issued by Animal License Inspector. Funds can only be used for pets in the community NOT in the Animal Shelter.
18 Administrative Services	2300 MISCELLANEOUS GRANTS	Professional Svcs - Veterinary Svcs	2300-18-38-73312-620250	-	29,632	29,632	Grant Funds received in FY11-12 & FY12-13 from CA Dept. of Food & Agriculture. To be used FY14-15 in its entirety with S/N Vouchers issued by Animal License Inspector. Funds can only be used for pets in the community NOT in the Animal Shelter.
40 Fire	2503 EMPG-EMERGENCY MGMT GRANT	Fed Grant-Operating Revenue	2503-40-47-74104-485000	-	22,745	22,745	This is a grant award to the City that was not fully expended in FY 13/14 but will be fully expended in FY 14/15
40 Fire	2503 EMPG-EMERGENCY MGMT GRANT	Salaries, Regular	2503-40-47-74104-611110	-	22,745	22,745	This is a grant award to the City that was not fully expended in FY 13/14 but will be fully expended in FY 14/15
99 Non-Department	2506 HOME(FEDERAL)	Fed Grant-Operating Revenue	2506-99-99-92506-485000	987,796	66,880	1,054,676	Funding for MHG
20 Community & Economic Dev	2506 HOME(FEDERAL)	HOME Programs	2506-20-32-72657-733102	-	66,880	66,880	Carry over for Mobile Home Grant not spent C/O to 2506-30-33-72657-733102
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	Fed Grant-Operating Revenue	2507-20-32-72703-485000	-	1,398,000	1,398,000	Remaining Grant Fund to be carried over to FY 2014/15
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Programs	2507-20-32-72701-733201	-	2,200,000	2,200,000	required for continued program implementation C/O to 2507-30-33-72701-733201

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Item No. G.2

CITY OF MORENO VALLEY
 NON-GENERAL FUND
 FY 2014/15 Proposed Operating Budget Carryovers

Department/Fund	Fund	Account Description	GL Account	FY 2014/15 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 1 - SFR/APR	2507-20-32-72703-733202	-	115,000	115,000	required for continued program implementation C/O to 2507-30-33-72703-733202
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 2 - MFR/APR	2507-20-32-72703-733203	-	277,900	277,900	required for continued program implementation C/O to 2507-30-33-72703-733203
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Activity 6 - Redevelopment	2507-20-32-72703-733207	-	1,216,700	1,216,700	required for continued program implementation C/O to 2507-30-33-72703-733207
20 Community & Economic Dev	2507 NEIGHBORHOOD STABILIZATION PROG	NSP Administration	2507-20-32-72703-733208	-	55,000	55,000	required for continued program implementation C/O to 2507-30-33-72703-733208
30 Financial & Management Svcs	2512 COMM DEV BLOCK GRANT (CDBG)	Fed Grant-Operating Revenue	2512-30-33-72611-485000	2,654,066	1,521,422	4,175,488	For Edgemont Project; ERC and Carry over CIPs
20 Community & Economic Dev	2512 COMM DEV BLOCK GRANT (CDBG)	Economic Development	2512-20-32-72611-730105	-	58,830	58,830	ERC Program - Carry over to 2512-30-33-72611-730105
20 Community & Economic Dev	2512 COMM DEV BLOCK GRANT (CDBG)	Edgemont Project	2512-20-32-72611-740102	-	246,701	246,701	Carry over to 2512-30-33-72611-740102
20 Community & Economic Dev	2715 JAG GRANTS	Fed Grant-Operating Revenue	2715-20-26-72112-485000	-	3,567	3,567	Remaining Grant Fund to be carried over to FY 2014/15
20 Community & Economic Dev	2715 JAG GRANTS	Fed Grant-Operating Revenue	2715-20-26-72113-485000	-	54,285	54,285	Remaining Grant Fund to be carried over to FY 2014/15
20 Community & Economic Dev	2715 JAG GRANTS	Salaries, Temporary	2715-20-26-72112-611310	-	3,183	3,183	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Salaries, Temporary	2715-20-26-72113-611310	-	46,807	46,807	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Benefits - PERS & ERPD Def Comp	2715-20-26-72112-612110	-	147	147	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Benefits - PERS & ERPD Def Comp	2715-20-26-72113-612110	-	6,378	6,378	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Benefits - Medicare	2715-20-26-72112-612130	-	80	80	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Communications	2715-20-26-72112-620410	-	157	157	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Communications	2715-20-26-72113-620410	-	450	450	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Maint & Repair - Machine Equip	2715-20-26-72113-620930	-	250	250	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Oper Suppl - Office	2715-20-26-72113-630210	-	150	150	Carry over remaining grant fund
20 Community & Economic Dev	2715 JAG GRANTS	Oper Mtrls - Fuel: Gasoline	2715-20-26-72113-630355	-	250	250	Carry over remaining grant fund
99 Non-Department	2800 SCAG ARTICLE 3 FUND	County Article 3	2800-99-99-92800-487100	-	250,000	250,000	Remaining SB 821 Grant Awards
99 Non-Department	3003 TUMF CAPITAL PROJECTS	Reimbursements - Other Govts	3003-99-99-93003-483010	-	6,500,000	6,500,000	Remaining TUMF Allocations
99 Non-Department	3008 CAPITAL PROJECTS REIMBURSEMENTS	Fed Reimb-Capital	3008-99-99-93008-482020	-	1,681,090	1,681,090	Remaining SR-60/Nason Bridge Allocation. New federal-aid, state grants and county grants transferred to Fund 2301.
99 Non-Department	3008 CAPITAL PROJECTS REIMBURSEMENTS	State Grant-Capital Revenue	3008-99-99-93008-486010	-	60,000	60,000	Remaining State Grant Allocations
99 Non-Department	3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	Fed Reimb-Capital	3302-99-99-93302-482020	-	448,529	448,529	Remaining Federal-aid Allocation for EVP
30 Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Professional Svcs - Other	7210-30-39-25410-620299	75,000	26,312	101,312	PO # 2014-1757 has expenses spanning 2 fiscal years so these funds need to be carried over so that we can open a new PO in 2015 and pay the vendor.
30 Financial & Management Svcs	7210 TECHNOLOGY SERVICES	Computer, Repl - Hardware	7210-30-39-25411-660420	-	171,739	171,739	Carryover goes into 7220; it does not stay in 7210. This project was delayed due to other project priorities so the funds are needed this FY to complete the project. We anticipate releasing a RFP in October 2014 in relation to this project.
30 Financial & Management Svcs	7220 TECHNOLOGY SERVICES ASSET FUND	CIP Other	7220-30-39-25453-720199	423,000	9,274	432,274	PO # 2014-1608 has expenses spanning 2 fiscal years so these funds need to be carried over so that we can open a new PO in 2015 and pay the vendor.
99 Non-Department	7510 EQUIPT REPLACEMENT RESERVE	Transfers to MEASURE "A" FUND	7510-99-97-88190-902001	125,904	409,665	535,569	Replacement Charges associated with vehicles ordered in FY 13/14 and delivered in FY 14/15.

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed CIP Budget Carryovers**

EXHIBIT B

Fund	GL Account	Project No	Project Description	FY 2013/14 Amended Budget	Proposed Carryover	Revised Budget
1010 GENERAL FUND	1010-70-77-80001-720199	801 0048 70 77 1010	Wayfinding and Welcome Signs	\$ 24,000	\$ 4,997	\$ 28,997
1010 GENERAL FUND	1010-70-77-80004-720199	804 0004 70 77 1010	Edgemont Addendum Summary Report to the 2008 Edgemont Water Master Plan Update	500	2,701	3,201
2000 STATE GAS TAX	2000-70-77-80004-720199	804 0001 70 77 2000	Heacock Street Channel between Cactus Avenue and 3,500 Ft South of Cactus Avenue	27,300	(3,268)	24,032
2001 MEASURE A	2001-70-76-80001-720199	801 0045 70 76 2001A	Moreno Valley Bicycle Master Plan Update (CBTP)	136,562	(4,275)	132,287
2001 MEASURE A	2001-70-76-80001-720199	801 0045 70 76 2001	Moreno Valley Bicycle Master Plan Update	136,562	1,434	137,996
2001 MEASURE A	2001-70-76-80001-720199	801 0049 70 76 2001	Bike Lane Improvements	136,562	2,527	139,089
2001 MEASURE A	2001-70-76-80001-720199	801 0015 70 76 2001	Residential Traffic Management Program (Speed Hump Program)	136,562	64,397	200,959
2001 MEASURE A	2001-70-76-80008-720199	808 0013 70 76 2001	Traffic Signal Equipment/Upgrades	166,171	(33,209)	132,962
2001 MEASURE A	2001-70-76-80008-720199	808 0001 70 76 2001	Citywide Traffic Sign Retroreflectivity Inventory	166,171	(7,737)	158,434
2001 MEASURE A	2001-70-77-80001-720199	801 0011 70 77 2001A	Street Improvement Program (HMPG)	8,602,484	(60,200)	8,542,284
2001 MEASURE A	2001-70-77-80001-720199	801 0039 70 77 2001	Alessandro Boulevard Median / Indian Street to Perris Boulevard	8,602,484	(19,478)	8,583,006
2001 MEASURE A	2001-70-77-80001-720199	801 0051 70 77 2001A	Delphinium Avenue Sidewalk Improvements (SR2S)	8,602,484	(18,877)	8,583,607
2001 MEASURE A	2001-70-77-80001-720199	801 0024 70 77 2001A	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue (SLPP)	8,602,484	(18,207)	8,584,277
2001 MEASURE A	2001-70-77-80001-720199	801 0028 70 77 2001A	Cactus Avenue Eastbound 3rd Lane Improvements / I-215 to Veterans Way (SLPP)	8,602,484	(12,500)	8,589,984
2001 MEASURE A	2001-70-77-80001-720199	801 0012 70 77 2001	SR-60 / Nason Street Interchange	8,602,484	(4,254)	8,598,230
2001 MEASURE A	2001-70-77-80001-720199	801 0027 70 77 2001	Heacock Street / San Michelle Road to Perris Valley Storm Drain Lateral "A"	8,602,484	(2,190)	8,600,294
2001 MEASURE A	2001-70-77-80001-720199	801 0006 70 77 2001	Indian Street / Manzanita Avenue Intersection Reconfiguration	8,602,484	(2,000)	8,600,484
2001 MEASURE A	2001-70-77-80001-720199	801 0009 70 77 2001	Reche Vista Drive Realignment / Perris Boulevard / Heacock Street to North City Limits	8,602,484	(1,218)	8,601,266
2001 MEASURE A	2001-70-77-80001-720199	801 0048 70 77 2001	Wayfinding and Welcome Signs	8,602,484	(416)	8,602,068
2001 MEASURE A	2001-70-77-80001-720199	801 0046 70 77 2001	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements	8,602,484	5,463	8,607,947
2001 MEASURE A	2001-70-77-80001-720199	801 0046 70 77 2001A	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements (HSIP)	8,602,484	27,560	8,630,044
2001 MEASURE A	2001-70-77-80001-720199	801 0008 70 77 2001	Annual ADA Compliant Curb Ramp Upgrade	8,602,484	36,149	8,638,633
2001 MEASURE A	2001-70-77-80001-720199	801 0039 70 77 2001A	Alessandro Boulevard Median / Indian Street to Perris Boulevard (HSIP)	8,602,484	36,890	8,639,374
2001 MEASURE A	2001-70-77-80001-720199	801 0047 70 77 2001A	Alessandro Boulevard / Elsworth Street Intersection Improvements (HSIP)	8,602,484	38,377	8,640,861
2001 MEASURE A	2001-70-77-80001-720199	801 0003 70 77 2001	Citywide Annual Pavement Resurfacing Program	8,602,484	55,159	8,657,643
2001 MEASURE A	2001-70-77-80001-720199	801 0011 70 77 2001	Street Improvement Program (SIP)	8,602,484	57,145	8,659,629
2001 MEASURE A	2001-70-77-80001-720199	801 0047 70 77 2001	Alessandro Boulevard / Elsworth Street Intersection Improvements	8,602,484	64,806	8,667,290
2001 MEASURE A	2001-70-77-80001-720199	801 0010 70 77 2001	Heacock Street South Extension	8,602,484	240,455	8,842,939
2001 MEASURE A	2001-70-77-80001-720199	801 0052 70 77 2001	SR-60 / Theodore Street Interchange	8,602,484	440,238	9,042,722
2001 MEASURE A	2001-70-77-80002-720199	802 0002 70 77 2001	Bridge Repair Maintenance Program	81,000	4,186	85,186
2001 MEASURE A	2001-70-77-80004-720199	804 0007 70 77 2001A	San Timoteo Foothill Storm Drain K-1 and K-4 (HMGP)	1,405,000	(13,645)	1,391,355
2001 MEASURE A	2001-70-77-80004-720199	804 0007 70 77 2001	San Timoteo Foothill Storm Drain K-1 and K-4	1,405,000	50,751	1,455,751
2001 MEASURE A	2001-70-78-80001-720199	801 0017 70 78 2001	Pavement Rehabilitation and Slurry Seal Program	110,000	43,223	153,223
2005 AIR QUALITY MANAGEMENT	2005-70-76-80008-720199	808 0005 70 76 2005	Transportation Management Center	66,021	(13,973)	52,048

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Item No. G.2

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed CIP Budget Carryovers**

Fund	GL Account	Project No	Project Description	FY 2013/14 Amended Budget	Proposed Carryover	Revised Budget
2005 AIR QUALITY MANAGEMENT	2005-70-76-80008-720199	808 0004 70 76 2005	Traffic Signal Coordination Program	66,021	22,798	88,819
2512 COMM DEV BLOCK GRANT (CDBG)	2512-50-57-80007-720199	807 0005 50 57 2512	Annual ADA Park Improvements	-	14,534	14,534
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80001-720199	801 0008 70 77 2512	Annual ADA Compliant Curb Ramp Upgrade	1,854,000	(392,000)	1,462,000
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80001-720199	801 0039 70 77 2512	Alessandro Boulevard Median / Indian Street to Perris Boulevard (HSIP)	1,854,000	(157,388)	1,696,612
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80001-720199	801 7002 70 77 2512	Hemlock Ave / Graham St to David Pl and Graham St / Hemlock Ave to David Ln	1,854,000	8,455	1,862,455
2512 COMM DEV BLOCK GRANT (CDBG)	2512-70-77-80004-720199	804 0006 70 77 2512	East Sunnymead Boulevard Storm Drain from Indian Street to SR-60 / Perris Off-Ramp	1,495,000	34,824	1,529,824
2800 SCAG ARTICLE 3 FUND	2800-70-76-80001-720199	801 0044 70 76 2800	Cycle 2 Citywide Sidewalks and Access Ramps Project	50,000	(50,000)	-
3000 FACILITY CONSTRUCTION	3000-70-77-80003-720199	803 0001 70 77 3000	Civic Center Site Improvements (Exterior)	2,970,325	(10,000)	2,960,325
3000 FACILITY CONSTRUCTION	3000-70-77-80003-720199	803 0002 70 77 3000	Corporate Yard Facility	2,970,325	21,627	2,991,952
3000 FACILITY CONSTRUCTION	3000-70-77-80004-720199	804 0001 70 77 3000	Heacock Street Channel between Cactus Avenue and 3,500 Ft South of Cactus Avenue	649,359	238,371	887,730
3002 PW GENERAL CAPITAL PROJECTS	3002-70-76-80008-720199	808 0012 70 76 3002	Traffic Mitigation and Enhancement Program	2,526	(2,526)	-
3002 PW GENERAL CAPITAL PROJECTS	3002-70-77-80001-720199	801 0011 70 77 3002	Street Improvement Program (RCFC)	1,500,000	(2,319)	1,497,681
3002 PW GENERAL CAPITAL PROJECTS	3002-70-77-80004-720199	804 0005 70 77 3002	Moreno Master Drainage Plan Line F, Stage 2 Channel Improvements	500,000	67,711	567,711
3003 TUMF CAPITAL PROJECTS	3003-70-77-80001-720199	801 0024 70 77 3003	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue	6,154,676	(86,792)	6,067,884
3003 TUMF CAPITAL PROJECTS	3003-70-77-80001-720199	801 0027 70 77 3003	Heacock Street / San Michelle Road to Perris Valley Storm Drain Lateral "A"	6,154,676	21,817	6,176,493
3005 FIRE SERVICES CAPITAL	3005-70-77-80003-720199	803 0017 70 77 3005	Fire Station No. 6 Multipurpose Annex	406,000	6,244	412,244
3005 FIRE SERVICES CAPITAL	3005-70-77-80003-720199	803 0022 70 77 3005	Remodel Fire Station #48 - Sunnymead Ranch	406,000	257,252	663,252
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80003-720199	803 0008 50 57 3006Q	Weston Park Restroom and ADA Improvements	25,000	15,015	40,015
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80003-720199	803 0015 50 57 3006Q	Cottonwood Recreation Center Renovation	25,000	57,117	82,117
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0005 50 57 3006Q	Annual ADA Park Improvements	1,896,410	(1,923)	1,894,487
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0024 50 57 3006P	Cottonwood Golf Course Driving Range	1,896,410	(675)	1,895,735
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0010 50 57 3006Q	Park Monument Signs	1,896,410	5,307	1,901,717
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0007 50 57 3006P	Install Musco Control Link Automated Lighting Systems	1,896,410	10,000	1,906,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0007 50 57 3006Q	Install Musco Control Link Automated Lighting Systems	1,896,410	10,589	1,906,999
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0031 50 57 3006P	Rancho Verde Park	1,896,410	19,395	1,915,805
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0006 50 57 3006Q	March Field Park Arena Soccer Facility	1,896,410	20,000	1,916,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0028 50 57 3006P	Lasselle Sports Park Security Cameras	1,896,410	40,000	1,936,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0030 50 57 3006Q	Morrison Park Relamping	1,896,410	75,000	1,971,410
3006 PARKS & COMM SERV CAPITAL PROJ	3006-50-57-80007-720199	807 0004 50 57 3006Q	Replacement Playground Equipment	1,896,410	135,135	2,031,545
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80001-720199	801 0038 70 77 3008	SR-60 / Moreno Beach Drive South Side of Interchange (Phase 1)	2,319,224	973,129	3,292,353

**CITY OF MORENO VALLEY
GENERAL FUND
FY 2014/15 Proposed CIP Budget Carryovers**

Fund	GL Account	Project No	Project Description	FY 2013/14 Amended Budget	Proposed Carryover	Revised Budget
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80002-720199	802 0003 70 77 3008	SR-60 / Nason Street Overcrossing Bridge (STPL)	300,000	1,931,651	2,231,651
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80003-720199	803 0013 70 77 3008	Morrison Park Fire Station (formerly Fire Station #107)	-	10,000	10,000
3008 CAPITAL PROJECTS REIMBURSEMENTS	3008-70-77-80004-720199	804 0002 70 77 3008	Storm Drain Improvements on Day Street South of Cottonwood Avenue	5,000	(170)	4,830
3301 DIF ARTERIAL STREETS CAPITAL PRO	3301-70-77-80001-720199	801 0028 70 77 3301	Cactus Avenue Eastbound 3rd Lane Improvements / I-215 to Veterans Way	28,771	(22,500)	6,271
3301 DIF ARTERIAL STREETS CAPITAL PRO	3301-70-77-80001-720199	801 0031 70 77 3301	Cactus Avenue Eastbound 3rd Lane Improvements / Veterans Way to Heacock Street	28,771	(4,941)	23,830
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0008 70 76 3302	Nason Street / Riverside County Regional Medical Center Main Driveway Traffic Signal	1,580,486	61	1,580,547
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0010 70 76 3302	Emergency Vehicle Pre-emption at 117 Traffic Signals	1,580,486	9,391	1,589,877
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0006 70 76 3302	ITS Deployment Phase I A	1,580,486	31,809	1,612,295
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0005 70 76 3302	Transportation Management Center	1,580,486	49,439	1,629,925
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-76-80008-720199	808 0010 70 76 3302A	Emergency Vehicle Pre-emption at 117 Traffic Signals (HSIP)	1,580,486	213,496	1,793,982
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-77-80008-720199	808 0009 70 77 3302	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements	136,068	(1,359)	134,709
3302 DIF TRAFFIC SIGNAL CAPITAL PROJ	3302-70-77-80008-720199	808 0024 70 77 3302	Perris Blvd/Ironwoor-Manzanita TS	136,068	227,000	363,068
3311 DIF INTERCHANGE IMPROV CAP PROJ	3311-70-77-80001-720199	801 0052 70 77 3311	SR-60 / Theodore Street Interchange	-	111,305	111,305
3401 2005 LEASE REV BONDS CAP ADMIN	3401-70-77-80001-720199	801 0032 70 77 3401	Kitching Street / Alessandro Boulevard to Gentian Avenue	4,000	(702)	3,298
3401 2005 LEASE REV BONDS CAP ADMIN	3401-70-77-80003-720199	803 0001 70 77 3401	Civic Center Site Improvements (Exterior)	30,000	10,742	40,742
3401 2005 LEASE REV BONDS CAP ADMIN	3401-70-77-80003-720199	803 0010 70 77 3401	Public Safety Building Conversion	30,000	18,732	48,732
3411 TRIP CAPITAL PROJECTS	3411-70-77-80001-720199	801 0001 70 77 3411	Nason Street / Cactus Avenue to Fir Avenue	16,283,101	(722,259)	15,560,842
3411 TRIP CAPITAL PROJECTS	3411-70-77-80001-720199	801 0024 70 77 3411	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue	16,283,101	(4,683)	16,278,418
3411 TRIP CAPITAL PROJECTS	3411-70-77-80001-720199	801 0003 70 77 3411	Citywide Annual Pavement Resurfacing Program	16,283,101	1,072,049	17,355,150
5113 CFD#1	5113-50-57-80007-720199	807 0023 50 57 5113	CFD#1 Park Parking Lot Seal Coat	408,000	(7,126)	400,874
5113 CFD#1	5113-50-57-80007-720199	807 0021 50 57 5113	Celebration Park Perimeter Fence	408,000	15,000	423,000
5113 CFD#1	5113-50-57-80007-720199	807 0033 50 57 5113	Shadow Mountain Park ADA Ramp	408,000	17,490	425,490
6020 2007 TAXABLE LEASE REVENUE BONDS	6020-70-80-80005-720199	805 0024 70 80 6020	Install Cable to Transfer Part of Load from Globe 12kV to Indian 12kV	623,332	13,650	636,982
6020 2007 TAXABLE LEASE REVENUE BONDS	6020-70-80-80005-720199	805 0021 70 80 6020	MVU-0023 MoVal 33KV South Industrial Substation WDAT	623,332	1,087,466	1,710,798
7220 TECHNOLOGY SERVICES ASSET FUND	7220-30-39-80003-720199	803 0011 30 39 7210	Box Springs Communications Site	625,000	(16,402)	608,598
7220 TECHNOLOGY SERVICES ASSET FUND	7220-30-39-80003-720199	803 0012 30 39 7210	800 MHz Radio Repeater System Centralization	625,000	14,579	639,579
7220 TECHNOLOGY SERVICES ASSET FUND	7220-30-39-80009-720199	809 0001 30 39 7210	Citywide Fiber Optic Communications Expansion	84,940	30,000	114,940

-1213-

Item No. G.2

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: October 28, 2014

TITLE: ADOPTION OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC FINANCING AUTHORITY OF NOT-TO-EXCEED \$27,500,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE REFUNDING BONDS, SERIES 2014 TO REFUND CERTAIN OUTSTANDING BONDS; AUTHORIZING EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO MASTER FACILITIES LEASE, A FIRST AMENDMENT TO MASTER FACILITIES SUBLEASE AND A BOND PURCHASE AGREEMENT; APPROVING THE FORM OF OFFICIAL STATEMENT; AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE REFINANCING WITH THE MORENO VALLEY PUBLIC FINANCING AUTHORITY

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Resolution No. 2014-88. A Resolution of the City Council of the City of Moreno Valley, California, Approving the Issuance by the Moreno Valley Public Financing Authority of Not to Exceed \$27,500,000 Aggregate Principal Amount of Lease Revenue Refunding Bonds, Series 2014 to Refund Certain Outstanding Bonds; Authorizing Execution and Delivery of a First Amendment to Master Facilities Lease, a First Amendment to Master Facilities Sublease and a Bond Purchase Agreement; Approving the Form of Official Statement; and Authorizing Execution of Documents and the Taking of All Necessary Actions Relating to the Refinancing with the Moreno Valley Public Financing Authority.

SUMMARY

The City has the potential to generate meaningful cash flow savings to the General Fund by refinancing the outstanding 2005 Bonds. Furthermore, the refinancing will enable the City to release several City-owned assets originally pledged to the 2005 Bonds. This will allow the City to utilize any excess value for potential future lease financings.

Like the 2005 and 2013 Bonds, the 2014 Bonds will be structured as a lease-leaseback financing between the City and the Financing Authority. This process requires the City to lease the assets pledged to secure the financing to the Financing Authority. The City then agrees to lease-back the facilities in an amount equal to the annual debt service payments. The Financing Authority issues debt to bond holders in the amount of the needed financing. The Financing Authority agrees to repay the amount borrowed from the bond holders plus interest in the form of annual debt service payments over the life of the financing. The Financing Authority uses the lease proceeds from the City to make the annual debt service payments to the bondholders.

The Finance Subcommittee reviewed the proposed bond refunding and supports the recommendation to refund the remaining 2005 Lease Revenue Bonds as proposed.

BACKGROUND

On July 7, 2005, the City approved the Moreno Valley Public Financing Authority's ("Authority") issuance of the 2005 Lease Revenue Bonds ("2005 Bonds") in the original amount of \$48,205,000. The 2005 Bonds were originally issued to finance the public safety building expansion, Fire Station No. 58 and other various electric utility and roadway improvements.

On December 10, 2013, the City approved the Authority's issuance of the Lease Revenue Refunding Bonds, Series 2013 ("2013 Bonds"). The 2013 Bonds were issued to refund a portion of the 2005 Bonds (maturities ranging from 2014 to 2022) in the aggregate par amount of \$12,275,000. Additional maturities (ranging from 2023 to 2035) of the 2005 Bonds were not refinanced at the time because it was not economically beneficial to the City. The 2013 Bonds achieved refinancing savings of over \$540,000 in today's dollars for the City's General Fund.

The non-refunded 2005 Bonds are currently outstanding in the amount of \$29,085,000 with interest rates ranging from 4.375% to 4.50% and a final term of November 1, 2035. The 2005 Bonds can now be prepaid on any date at a price equal to the face value of the bonds plus a 1% prepayment penalty.

As part of the City's ongoing effort to implement budgetary savings and reduce costs, staff has discussed the opportunity to take advantage of today's favorable interest rate levels to refinance the non-refunded 2005 Bonds that are still outstanding. Based on

today's interest rates, the refinancing will produce about \$75,000 of annual savings over the next 8 years (2015-22) and \$410,000 annually in the last 13 years (2023-35).

DISCUSSION

The municipal market experienced significant volatility throughout 2013; interest rates dropped to near-historic low levels in May, subsequently climbed to multi-year highs in early September before dropping again in late October. It was during a period of relatively low interest rates in December 2013 that the City issued the 2013 Bonds to refund a portion of the 2005 Bonds for savings.

Further improvements in interest rates have developed through 2014. The improvement in interest rates has been triggered by investors reallocating their assets from the volatile stock market and putting more money into "safer" investments such as fixed income bonds. This movement of assets into the municipal bond market has been largely driven by geopolitical concerns such as on-going tensions in Ukraine, Syria, and Iraq, and concern that the stock market may be due for a correction. Municipal interest rates have also benefited from a low supply of new municipal bonds which has kept investor demand high. Given the positive tone in municipal interest rates, it would be prudent for the City to refinance the remaining 2005 Bonds for meaningful cash flow savings.

The Authority would issue about \$24.5 million of refunding bonds ("2014 Bonds") to refinance the remaining 2005 Bonds (maturities ranging from 2023 to 2035). Combined with the bond premium expected to be paid by investors on the 2014 Bonds and the release of prior 2005 Bond reserve fund monies, the 2014 Bond issuance would be sufficient to refinance in full the remaining 2005 Bond balance of \$29,085,000. Based on today's interest rates, the refinancing will produce about \$75,000 of annual savings over the next 8 years (2015-22) and \$410,000 annually in the last 13 years (2023-35).

Because interest rates will fluctuate up until the proposed day the bonds are sold, City staff recommends a not-to-exceed amount for the 2014 Bonds of \$27.5 million and a not-to-exceed interest rate of 4.50% to accommodate any changes in investor structuring preferences and/or bond market conditions.

Like the 2005 and 2013 Bonds, the 2014 Bonds will be structured as a lease-leaseback financing between the City and the Authority. The Authority is a City-controlled joint powers authority consisting of the City and the Community Redevelopment Agency of the City of Moreno Valley and was originally formed in October 1997 to facilitate bond financings. The Authority has used the same financing structure for its prior lease revenue bond financings.

The 2014 Bonds take advantage of the "master lease" bond structure created under the 2013 Bonds. The master lease bond structure allows the Authority to issue additional lease bonds secured by a single pool of lease assets so long as the rental value of the pool is sufficient to cover the new bonds. The primary benefit of the master lease structure is that it enables the City to pledge fewer assets over time to effectuate future

lease financings. As such, the City anticipates releasing several City assets originally pledged to the 2005 Bonds as part of the 2014 Bonds. The City can use these unencumbered assets in the future for potential future lease financings. The City will also have the flexibility to substitute, remove or add other assets over time.

The master lease for the 2013 Bonds are currently secured with a lease asset pool consisting of Morrison Park Fire Station No. 99, Sunnymead Park, Woodland Park and John F. Kennedy Veterans Memorial Park. To effectuate the 2014 Bond issuance, the City will transfer two existing assets under the 2005 Bonds into master lease: City Hall and the Public Safety Building/Emergency Operations Center. The other assets currently pledged under the 2005 Bonds (i.e. Fire Stations No. 2, 6, 48, 58, 91, Library and Animal Shelter) would be released. This lease asset pool will have sufficient rental value to support the combined lease obligations of the 2013 and 2014 Bonds.

Like the 2013 Bonds, it is anticipated that the 2014 Bonds will be structured without a debt service reserve fund. While most lease revenue bonds are sold with a debt service reserve fund equal to approximately 100% of the maximum annual bond payment, the City's strong financial profile allows it to forgo this typical structuring requirement.

Orrick, Herrington & Sutcliffe LLP will serve as Bond Counsel. Stifel will serve as underwriter for the bonds, which will be sold on a negotiated basis. Goodwin Procter will serve as Underwriter's Counsel. Wells Fargo Bank, National Association, will serve as the trustee and escrow agent. Urban Futures Inc. will serve as financial advisor for the transaction to oversee the bond pricing process.

FISCAL IMPACT

As previously mentioned, it is anticipated that the Authority will issue about \$24.5 million of refunding bonds to refinance the remaining 2005 Bonds, which are outstanding in the amount of \$29,085,000 with maturities ranging from 2023 to 2035. Based on current market conditions, the refinancing generates about \$75,000 of annual savings through 2022 and \$410,000 from 2023 to 2035. Following the close of the Bonds any proposed budget adjustments to reflect the savings within FY 2014/15 shall be brought back to City Council for approval.

The 2014 Bonds are expected to secure at least an "A" by Standard & Poor's, which was the credit rating assigned to the 2013 Bonds. Furthermore, the 2014 Bonds may potentially qualify for "AA" municipal bond insurance. A cost-benefit analysis of municipal bond insurance will be performed closer to the time of sale to gauge the economic benefit, if any, to the City.

The total "all-in" cost of issuing the refunding bonds is about \$350,000 (equal to 1.50% of the estimated bond size), which has already been factored into the savings stated above. While the majority of these fees will remain constant, the bond underwriting fee (not-to-exceed 0.850% of the bond size) and some other legal/rating fees will fluctuate depending on the final size of 2014 Bonds.

ATTACHMENTS

- Attachment 1 – Proposed Resolution
- Attachment 2 – First Amendment of Master Facilities Lease
- Attachment 3 – First Amendment of Master Facilities Sublease
- Attachment 4 – Bond Purchase Agreement
- Attachment 5 – Preliminary Official Statement

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

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RESOLUTION NO. 2014-88

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC FINANCING AUTHORITY OF NOT TO EXCEED \$27,500,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE REFUNDING BONDS, SERIES 2014 TO REFUND CERTAIN OUTSTANDING BONDS; AUTHORIZING EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO MASTER FACILITIES LEASE, A FIRST AMENDMENT TO MASTER FACILITIES SUBLEASE AND A BOND PURCHASE AGREEMENT; APPROVING THE FORM OF OFFICIAL STATEMENT; AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE REFINANCING WITH THE MORENO VALLEY PUBLIC FINANCING AUTHORITY

WHEREAS, the City of Moreno Valley (the "City") and the former Community Redevelopment Agency of the City of Moreno Valley (the "Agency") have heretofore executed a Joint Exercise of Powers Agreement, dated as of October 28, 1997 (the "Joint Powers Agreement"), by and between the City and the Agency, which Joint Powers Agreement creates and establishes the Moreno Valley Public Financing Authority (the "Authority"); and

WHEREAS, pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") and the Joint Powers Agreement, the Authority is authorized to issue bonds for financing and refinancing public capital improvements whenever there are significant public benefits to be realized; and

WHEREAS, the City previously leased certain real property and improvements thereon (the "Facilities") to the Authority pursuant to a Master Facilities Lease, dated as of December 1, 2013 (the "2013 Master Facilities Lease"); and

WHEREAS, the Authority subleased the Facilities back to the City pursuant to a Master Facilities Sublease, dated as of December 1, 2013 (the "2013 Master Facilities Sublease"); and

WHEREAS, the Authority issued its Lease Revenue Refunding Bonds, Series 2013 (the "Series 2013 Bonds") pursuant to a Master Trust Agreement, dated as of December 1, 2013, (the "2013 Master Trust Agreement") between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"); and

WHEREAS, the proceeds of the Series 2013 Bonds were applied by the City to refund a portion of certain outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the "Series 2005 Bonds") ; and

WHEREAS, the City desires to approve the Authority's issuance of its Lease Revenue Refunding Bonds, Series 2014 (the "Series 2014 Bonds") pursuant to a First Supplement to Master Trust Agreement, as so amended the "2014 Master Trust Agreement," the proceeds of which will be applied by the City to refund the remaining outstanding Series 2005 Bonds (the "2014 Refunded Bonds"), referred to herein as the "2014 Refunding Project;" and

WHEREAS, the Series 2005 Bonds were secured by base rental payments made in connection with (i) a lease agreement, dated as of June 1, 2005 (the "Public Facilities Lease Agreement"), (ii) a sublease agreement, dated as of June 1, 2005 (the "City Hall Sublease Agreement") and (iii) a sublease agreement, dated as of June 1, 2005 (the "Public Safety Building Sublease Agreement," and together with the Public Facilities Lease Agreement and the City Hall Sublease Agreement, the "2005 Leases"); and

WHEREAS, in order to accomplish the 2014 Refunding Project, the Authority and the City are entering into a First Amendment to Master Facilities Lease in order to amend the 2013 Master Facilities Lease, as so amended, the "2014 Master Facilities Lease," (i) to add certain additional real property and improvements thereon currently leased by the City under one or more of the 2005 Leases, including the City Hall Building located at 14177 Frederick Street, the Public Safety Building located at 22850 Calle San Juan de Los Lagos and the Emergency Operations Center located at 22870 Calle San Juan de Los Lagos (the "Additional City Property") to Exhibit A of the 2013 Master Facilities Lease and (ii) to make certain other modifications in order to provide for the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement; and

WHEREAS, in order to accomplish the 2014 Refunding Project, the Authority and the City are also entering into a First Amendment to Master Facilities Sublease in order to amend the 2013 Master Facilities Sublease, as so amended, the "2014 Master Facilities Sublease," (i) to add Additional City Property to Exhibit A of the 2013 Master Facilities Sublease, (ii) to increase the amount of base rental payments payable thereunder and (iii) to make certain other modifications in order to provide for the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement; and

WHEREAS, the Authority and the City have determined that the sum of Base Rental Payments, including Base Rental Payments payable as provided in the 2014 Master Facilities Sublease in any year is not in excess of the annual fair rental value of the Facilities, including any Additional City Property added to Exhibit A to the 2014 Master Facilities Sublease; and

WHEREAS, the Authority and the City desire to enter into a Bond Purchase Agreement (the "Bond Purchase Agreement") with Stifel Nicolaus & Company, Incorporated (the "Underwriter"); and

WHEREAS, there have been submitted and are on file with the City Clerk proposed forms of the First Amendment to Master Facilities Lease, the First Amendment to Master Facilities Sublease, the Bond Purchase Agreement, an Official Statement with respect to the Series 2014 Bonds proposed to be sold by the Authority, and the First Supplement to Master Trust Agreement; and

WHEREAS, the issuance of the Series 2014 Bonds by the Authority and the execution and delivery of the First Amendment to Master Facilities Lease and the First Amendment to Master Facilities Sublease will result in significant public benefits through demonstrable savings in the effective interest rates and bond issuance costs, and it furthers the public purpose to assist in such refinancing.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY HEREBY FINDS, DETERMINES, DECLARES AND RESOLVES AS FOLLOWS:

Section 1. All of the recitals set forth above are true and correct, and the City Council so finds and determines.

Section 2. The City Council hereby approves the issuance of the Series 2014 Bonds by the Authority, in an aggregate principal amount not to exceed \$27,500,000, to refund the 2014 Refunded Bonds; provided that the yield on the Series 2014 Bonds shall not exceed the yield on the 2014 Refunded Bonds. The City Manager, Chief Financial Officer and Financial and Administrative Services Director (the "Authorized Officers") of the City are hereby directed to perform the duties, if any, imposed upon each of them by the provisions of the financing documents approved herein, including the 2014 Master Trust Agreement for the Series 2014 Bonds, the First Amendment to Master Facilities Sublease, the First Amendment to Master Facilities Lease and the Bond Purchase Agreement.

Section 3. The proposed form of First Amendment to Master Facilities Lease, by and between the City and the Authority, on file with the City Clerk, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver a facilities lease in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the term of said facilities lease shall end no later than November 1, 2035, plus an extension period of not to exceed ten (10) years.

Section 4. The proposed form of First Amendment to Master Facilities Sublease, by and between the Authority and City, on file with the City Clerk, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver a facilities sublease in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the term of said facilities sublease shall end no later than November 1, 2035, plus an extension period of not to exceed ten (10) years.

Section 5. The proposed form of Bond Purchase Agreement, by and among the Underwriter, the Authority and the City, on file with the City Clerk, is hereby approved. The Authorized Officers, jointly and severally, or any such officer's designee, are each hereby authorized and directed, on behalf of the City, to execute and deliver a bond purchase contract in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, the underwriting discount (not including original issue discount) shall not exceed 0.85% of the aggregate principal amount of the Series 2014 Bonds.

Section 6. The proposed form of Official Statement relating to the Series 2014 Bonds (the "Official Statement"), on file with the City Clerk, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver an Official Statement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Underwriter is hereby directed to distribute copies of the Official Statement to all actual purchasers of the Series 2014 Bonds. Distribution by the Underwriter of a preliminary Official Statement relating to the Series 2014 Bonds is hereby approved and the Authorized Officers, jointly and severally, are hereby authorized and directed, to execute a certificate confirming that the preliminary Official Statement has been "deemed final" by the City for purposes of Securities and Exchange Commission Rule 15c2-12.

Section 7. The Authorized Officers, jointly and severally, are hereby authorized on behalf of the City to execute and deliver a Continuing Disclosure Certificate with Wells Fargo Bank, National Association, as trustee, containing such covenants of the City as shall be necessary to comply with the requirements of Securities and Exchange Commission Rule 15c2-12. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate.

Section 8. The Authorized Officers and City Council members of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents and certificates which they deem necessary or advisable in order to consummate the execution and delivery of the documents mentioned herein and otherwise to effectuate the purposes of this Resolution and the transactions contemplated hereby, including but not limited to executing and delivering an escrow agreement and a termination agreement with respect to the outstanding 2005 Leases and taking such steps as may be necessary to include Additional City Property in the 2014 Master Facilities Lease and the 2014 Master Facilities Sublease as may be necessary to accomplish the 2014 Refunding Project, and obtaining bond insurance.

Section 9. All actions heretofore taken by the officers and agents of the Council of the City with respect to the refinancing are hereby ratified, confirmed and approved.

Section 10. This Resolution shall take effect from and after its adoption and approval.

APPROVED AND ADOPTED this October 28, 2014

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2014-88 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of October, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

TO BE RECORDED AND WHEN RECORDED

RETURN TO:

Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, 32nd Floor
Los Angeles, California 90017
Attention: William W. Bothwell

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**FIRST AMENDMENT TO
MASTER FACILITIES LEASE**

by and between

CITY OF MORENO VALLEY

and

MORENO VALLEY PUBLIC FINANCING AUTHORITY

Dated as of November 1, 2014

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**FIRST AMENDMENT TO
MASTER FACILITIES LEASE**

THIS FIRST AMENDMENT TO MASTER FACILITIES LEASE (this “First Amendment to Master Facilities Lease”) executed and entered into as of November 1, 2014, is by and between the CITY OF MORENO VALLEY (the “City”), a city organized and validly existing under the Constitution and general laws of the State of California, as lessor, and the MORENO VALLEY PUBLIC FINANCING AUTHORITY, a public entity and agency (duly organized and existing pursuant to an Agreement entitled “Joint Exercise of Powers Agreement” by and between the City of Moreno Valley and the former Redevelopment Agency of the City of Moreno Valley), as lessee.

RECITALS

WHEREAS, the City previously leased certain real property and improvements thereon (the “Facilities”) to the Authority pursuant to a Master Facilities Lease, dated as of December 1, 2013 (the “2013 Master Facilities Lease”);

WHEREAS, the Authority subleased the Facilities back to the City pursuant to a Master Facilities Sublease, dated as of December 1, 2013 (the “2013 Master Facilities Sublease”);

WHEREAS, the Authority issued its Lease Revenue Refunding Bonds, Series 2013 (the “Series 2013 Bonds”) pursuant to a Master Trust Agreement, dated as of December 1, 2013, (the “2013 Master Trust Agreement”) between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”), and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California;

WHEREAS, the proceeds of the Series 2013 Bonds were applied by the City to refund a portion of the Outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds;

WHEREAS, the Authority intends to issue its Lease Revenue Refunding Bonds, Series 2014 (the “Series 2014 Bonds”) pursuant to a First Supplement to Master Trust Agreement, to supplement and amend the 2013 Master Trust Agreement, as so supplemented and amended the “2014 Master Trust Agreement,” or simply the “Trust Agreement,” and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California;

WHEREAS, the proceeds of the Series 2014 Bonds will be applied by the City to refund the remaining Outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the “2014 Refunded Bonds”), referred to herein as the “2014 Refunding Project”;

WHEREAS, in order to accomplish such 2014 Refunding Project, the Authority and the City are entering into this First Amendment to Master Facilities Lease in order to amend the 2013 Master Facilities Lease, as so amended, the “2014 Master Facilities Lease,” or simply the “Lease,” (i) to add certain additional real property and improvements thereon to Exhibit A of the 2013 Master Facilities Lease and (ii) to make certain other modifications in order to provide for

the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement;

WHEREAS, in order to accomplish such 2014 Refunding Project, the Authority and the City are also entering into a First Amendment to Master Facilities Sublease in order to amend the 2013 Master Facilities Sublease, as so amended, the “2014 Master Facilities Sublease,” or simply the “Sublease,” (i) to add certain additional real property and improvements thereon to Exhibit A of the 2013 Master Facilities Sublease, (ii) to increase the amount of base rental payments payable thereunder and (iii) to make certain other modifications in order to provide for the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this First Amendment to Master Facilities Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this First Amendment to Master Facilities Lease;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

PART 1

PARTICULAR AMENDMENTS

Part 1.1. Amendments to Section 2. Section 2 of the 2013 Master Facilities Lease is amended to read as follows:

The term of this Lease shall commence on the date of recordation of this Lease in the office of the County Recorder of Riverside County, State of California, or on January 1, 2014, whichever is earlier, and shall end on November 1, 20__, unless such term is extended or sooner terminated as hereinafter provided, including as such term may be extended in connection with the issuance of additional Bonds. If on November 1, 20__ (or such later date established in connection with the issuance of additional Bonds), the Bonds and all other amounts due under the Trust Agreement shall not be fully paid, or if the rental or other amounts payable under the Sublease shall have been abated at any time and for any reason or shall not have been fully paid, then the term of this Lease shall be extended until ten (10) days after the Bonds and all other amounts due under the Trust Agreement and the Sublease shall be fully paid, except that the term of this Lease shall in no event be extended beyond November 1, 20__ (or such later date established in connection with the issuance of additional Bonds). If prior to November 1, 20__, the Bonds and all other amounts due under the Trust Agreement shall be fully paid, the term of this Lease shall end ten (10) days thereafter or ten (10) days after written notice by the City to the Authority, whichever is earlier.

Part 1.2. Amendments to Section 3. Section 3 of the 2013 Master Facilities Lease is amended to read as follows:

The Authority shall pay to the City as and for rental hereunder, including but not limited to the payment of rent for the Facilities, the sum of \$1.00, which, together with the execution and delivery of the Sublease, shall constitute full consideration for this Lease over its term, and which amount the City finds and determines is full and fair rental for the Facilities.

Part 1.3. Amendment to Exhibit A. Exhibit A to the 2013 Master Facilities Lease is hereby amended to read in full as set forth in Exhibit A hereto.

PART 2

MISCELLANEOUS

Part 2.1. Effect of First Amendment to Master Facilities Lease. This First Amendment to Master Facilities Lease and all of the terms and provisions herein contained shall form part of the 2013 Master Facilities Lease as fully and with the same effect as if all such terms and provisions had been set forth in the 2013 Master Facilities Lease. The 2013 Master Facilities Lease is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this First Amendment to Master Facilities Sublease and the terms of the 2013 Master Facilities Lease (as in effect on the day prior to the effective date of this First Amendment to Master Facilities Lease), the terms of this First Amendment to Master Facilities Lease shall prevail.

Part 2.2. Execution in Counterparts. This First Amendment to Master Facilities Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 2.3. Effective Date. This First Amendment to Master Facilities Lease shall become effective upon the Series 2014 Closing Date (as defined in the 2014 Master Trust Agreement).

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Master Facilities Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF MORENO VALLEY,
Lessor

By _____
Michelle Dawson, City Manager

MORENO VALLEY PUBLIC FINANCING
AUTHORITY,
Lessee

By _____
Michelle Dawson, Executive Director

EXHIBIT A
DESCRIPTION OF THE FACILITIES

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TO BE RECORDED AND WHEN RECORDED

RETURN TO:

Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, 32nd Floor
Los Angeles, California 90017
Attention: William W. Bothwell

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**FIRST AMENDMENT TO
MASTER FACILITIES SUBLEASE**

by and between

MORENO VALLEY PUBLIC FINANCING AUTHORITY

and

CITY OF MORENO VALLEY

Dated as of November 1, 2014

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**FIRST AMENDMENT TO
MASTER FACILITIES SUBLEASE**

THIS FIRST AMENDMENT TO MASTER FACILITIES SUBLEASE (this “First Amendment to Master Facilities Sublease”) executed and entered into as of November 1, 2014, is by and between the MORENO VALLEY PUBLIC FINANCING AUTHORITY, a public entity and agency (duly organized and existing pursuant to an Agreement entitled “Joint Exercise of Powers Agreement” by and between the City of Moreno Valley and the former Redevelopment Agency of the City of Moreno Valley), as lessor, and the CITY OF MORENO VALLEY (the “City”), a city organized and validly existing under the Constitution and general laws of the State of California, as lessee.

RECITALS

WHEREAS, the City previously leased certain real property and improvements thereon (the “Facilities”) to the Authority pursuant to a Master Facilities Lease, dated as of December 1, 2013 (the “2013 Master Facilities Lease”);

WHEREAS, the Authority subleased the Facilities back to the City pursuant to a Master Facilities Sublease, dated as of December 1, 2013 (the “2013 Master Facilities Sublease”); and

WHEREAS, the Authority issued its Lease Revenue Refunding Bonds, Series 2013 (the “Series 2013 Bonds”) pursuant to a Master Trust Agreement, dated as of December 1, 2013, (the “2013 Master Trust Agreement”) between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”), and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California;

WHEREAS, the proceeds of the Series 2013 Bonds were applied by the City to refund a portion of the Outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds;

WHEREAS, the Authority intends to issue its Lease Revenue Refunding Bonds, Series 2014 (the “Series 2014 Bonds”) pursuant to a First Supplement to Master Trust Agreement to supplement and amend the 2013 Master Trust Agreement, as so supplemented and amended the “2014 Master Trust Agreement,” or simply the “Trust Agreement,” and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California;

WHEREAS, the proceeds of the Series 2014 Bonds will be applied by the City to refund the remaining Outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the “2014 Refunded Bonds”), referred to herein as the “2014 Refunding Project”;

WHEREAS, in order to accomplish such 2014 Refunding Project, the Authority and the City are entering into a First Amendment to Master Facilities Lease in order to amend the 2013 Master Facilities Lease, as so amended, the “2014 Master Facilities Lease,” or simply the “Lease,” (i) to add certain additional real property and improvements thereon to Exhibit A of the 2013 Master Facilities Sublease and (ii) to make certain other modifications in order to provide

for the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement;

WHEREAS, in order to accomplish such 2014 Refunding Project, the Authority and the City are entering into this First Amendment to Master Facilities Sublease in order to amend the 2013 Master Facilities Sublease, as so amended, the “2014 Master Facilities Sublease,” or simply the “Sublease,” (i) to add certain additional real property and improvements thereon to Exhibit A of the 2013 Master Facilities Sublease, (ii) to increase the amount of Base Rental Payments payable thereunder and (iii) to make certain other modifications in order to provide for the execution and delivery of the Series 2014 Bonds in accordance with the provisions of the 2014 Master Trust Agreement;

WHEREAS, the Authority and the City have determined that the sum of Base Rental Payments, including Base Rental Payments payable as provided herein, in any year is not in excess of the annual fair rental value of the Facilities; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this First Amendment to Master Facilities Sublease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this First Amendment to Master Facilities Sublease;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

PART 1

PARTICULAR AMENDMENTS

Part 1.1. Amendments to Section 1.01. Section 1.01 of the 2013 Master Facilities Lease is hereby amended by adding thereto the following definitions:

Original 2013 Base Rental Payments

The term “Original 2013 Base Rental Payments” means the portion of the Base Rental Payments set forth under the caption “Original 2013 Base Rental Payment Schedule” on Exhibit B hereto.

Series 2014 Base Rental Payments

The term “Series 2014 Base Rental Payments” means the portion of the Base Rental Payments set forth under the caption “Series 2014 Base Rental Payment Schedule” on Exhibit B hereto.

Part 1.2. Amendments to Section 2.02. Section 2.02 of the 2013 Master Facilities Sublease is amended to read as follows:

The term of this Sublease shall commence on the date of recordation of this Sublease in the office of the County Recorder of the County of Riverside, or on January 1, 2014 whichever is earlier, and shall end on November 1, 20__, unless such term is extended or sooner terminated as hereinafter provided (including as such term may be extended in connection with the issuance of Additional Bonds). If on November 1, 20__ (or such later date established in connection with the issuance of Additional Bonds), the Bonds and all amounts due hereunder and under the Trust Agreement shall not be fully paid, or if the rental or other amounts payable hereunder shall have been abated at any time and for any reason, then the term of this Sublease shall be extended until all Bonds and all amounts due hereunder and under the Trust Agreement shall be fully paid, except that the term of this Sublease shall in no event be extended beyond November 1, 20__ (or such later date established in connection with the issuance of Additional Bonds). If prior to November 1, 20__, all Bonds and all amounts due hereunder and under the Trust Agreement shall be fully paid, or provision therefor made in accordance with the terms and provisions of the Trust Agreement, the term of this Sublease shall end immediately.

Part 1.3. Amendments to Section 3.01. The second paragraph of Section 3.01 of the 2013 Master Facilities Sublease is amended to read as follows:

If the term of this Sublease shall have been extended pursuant to Section 2.02 hereof, Base Rental Payment installments shall continue to be payable on October 25 and April 25 in each year, and payable as hereinabove described, continuing to and including the date of termination of this Sublease, in an amount equal to the amount of Base Rental payable for the twelve-month period commencing November 2, 20__.

Part 1.4. Amendments to Section 4.01. Section 4.01 of the 2013 Master Facilities Sublease is amended to read as follows:

The parties hereto agree that the proceeds of the Series 2014 Bonds will be used to refund the 2014 Refunded Bonds. Proceeds of any Additional Bonds will be applied in accordance with a supplement to this Sublease.

Part 1.5. Amendment to Exhibit A. Exhibit A to the 2013 Master Facilities Sublease is hereby amended to read in full as set forth in Exhibit A hereto.

Part 1.6. Amendment to Exhibit B. Exhibit B to the 2013 Master Facilities Sublease is hereby amended to read in full as set forth in Exhibit B hereto.

PART 2

MISCELLANEOUS

Part 2.1. Effect of First Amendment to Master Facilities Sublease. This First Amendment to Master Facilities Sublease and all of the terms and provisions herein contained shall form part of the 2013 Master Facilities Sublease as fully and with the same effect as if all

such terms and provisions had been set forth in the 2013 Master Facilities Sublease. The 2013 Master Facilities Sublease is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this First Amendment to Master Facilities Sublease and the terms of the 2013 Master Facilities Sublease (as in effect on the day prior to the effective date of this First Amendment to Master Facilities Sublease), the terms of this First Amendment to Master Facilities Sublease shall prevail.

Part 2.2. Execution in Counterparts. This First Amendment to Master Facilities Sublease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 2.3. Effective Date. This First Amendment to Master Facilities Sublease shall become effective upon the Series 2014 Closing Date (as defined in the 2014 Master Trust Agreement).

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Master Facilities Sublease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

MORENO VALLEY PUBLIC FINANCING
AUTHORITY,
Lessor

By _____
Michelle Dawson, Executive Director

CITY OF MORENO VALLEY,
Lessee

By _____
Michelle Dawson, City Manager

EXHIBIT A
DESCRIPTION OF THE FACILITIES

EXHIBIT B

BASE RENTAL PAYMENT SCHEDULE

<u>Rental Payment Date</u>	<u>Principal of Rental Payment</u>	<u>Interest of Rental Payment</u>	<u>Total Aggregate Rental Payment</u>
--------------------------------	--	---------------------------------------	---

Rental
Payment Date

Principal of Rental
Payment

Interest of Rental
Payment

Total Aggregate Rental
Payment

ORIGINAL 2013 BASE RENTAL SCHEDULE

<u>Rental Payment Date</u>	<u>Principal of Rental Payment</u>	<u>Interest of Rental Payment</u>	<u>Total Original Rental Payment</u>
May 1, 2014	--	\$187,986.94	\$ 187,986.94
November 1, 2014	\$ 695,000.00	279,650.00	974,650.00
May 1, 2015	--	269,225.00	269,225.00
November 1, 2015	1,155,000.00	269,225.00	1,424,225.00
May 1, 2016	--	246,125.00	246,125.00
November 1, 2016	1,215,000.00	246,125.00	1,461,125.00
May 1, 2017	--	215,750.00	215,750.00
November 1, 2017	1,265,000.00	215,750.00	1,480,750.00
May 1, 2018	--	184,125.00	184,125.00
November 1, 2018	1,325,000.00	184,125.00	1,509,125.00
May 1, 2019	--	151,000.00	151,000.00
November 1, 2019	1,405,000.00	151,000.00	1,556,000.00
May 1, 2020	--	115,875.00	115,875.00
November 1, 2020	1,470,000.00	115,875.00	1,585,875.00
May 1, 2021	--	79,125.00	79,125.00
November 1, 2021	1,540,000.00	79,125.00	1,619,125.00
May 1, 2022	--	40,625.00	40,625.00
November 1, 2022	1,625,000.00	40,625.00	1,665,625.00

SERIES 2014 BASE RENTAL PAYMENT SCHEDULE

Rental
Payment Date

Principal of Rental
Payment

Interest of Rental
Payment

Series 2012 Rental
Payment

Rental
Payment Date

Principal of Rental
Payment

Interest of Rental
Payment

Series 2012 Rental
Payment

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[\$[PRINCIPAL AMOUNT]]
MORENO VALLEY PUBLIC FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS, SERIES 2014

BOND PURCHASE AGREEMENT

November __, 2014

Moreno Valley Public Financing Authority
 c/o City of Moreno Valley Financial & Management Services Department
 14177 Frederick Street
 Moreno Valley, California 92552

City of Moreno Valley
 c/o City of Moreno Valley Financial & Management Services Department
 14177 Frederick Street
 Moreno Valley, California 92552

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (which, together with Exhibit A attached hereto, is referred to as the “Purchase Contract”) with the Moreno Valley Public Financing Authority (the “Authority”) and the City of Moreno Valley, California (the “City”), which, upon the acceptance by the Authority and the City, will be binding upon the Authority, the City, and the Underwriter. This offer is made subject to acceptance by the Authority and by the City by the execution of this Purchase Contract and delivery of the same to the Underwriter prior to 6:00 P.M., Pacific Standard Time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Authority and the City at any time prior to the acceptance hereof by the Authority and the City. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Master Trust Agreement, dated as of December 1, 2013, as supplemented and amended by the First Supplement to Master Trust Agreement, dated as of November 1, 2014 (as supplemented and amended, the “Trust Agreement”), each by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties, and agreements herein set forth, the Underwriter hereby agrees to purchase from the Authority and the City, and the Authority and the City hereby agree to issue, sell, and deliver to the Underwriter all (but not less than all) of the Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014, in the aggregate principal amount of \$[PRINCIPAL AMOUNT] (the “Bonds”). The Bonds will be dated as of their date of delivery. Interest on the Bonds shall be payable semiannually on May 1 and November 1 in each year, commencing May 1, 2015, and shall bear interest at the rates and mature on the dates as set forth in Exhibit A attached hereto. The purchase price for the Bonds shall be equal to

\$_____ (being the aggregate principal amount thereof [plus/less] original issue [premium/discount] of \$_____ and less an underwriter's discount of \$_____).

Section 2. The Bonds. The Bonds shall be secured by revenues consisting primarily of base rental payments (“Base Rental Payments”) to be paid by the City pursuant to the Master Facilities Sublease, dated as of December 1, 2013, as amended by the First Amendment to Master Facilities Sublease, dated as of November 1, 2014 (as amended, the “Facilities Sublease”), each by and between the City and the Authority. The Authority's right to receive the Base Rental Payments due under the Facilities Sublease and to exercise remedies upon default under such Facilities Sublease shall be assigned to the Trustee for the benefit of the owners of the Bonds pursuant to the Trust Agreement.

The Bonds shall be as described in, and shall be secured under and pursuant to the Trust Agreement substantially in the form previously submitted to the Underwriter with only such changes therein as shall be mutually agreed upon by the Authority, the City, and the Underwriter.

The proceeds of the Bonds shall be used: (i) to refinance all of the outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the “2005 Bonds”); and (ii) pay for the costs of issuance of the Bonds.

The Bonds, this Purchase Contract, the Authority's Joint Exercise of Powers Agreement (the “JPA Agreement”), the Trust Agreement, the Facilities Sublease, the Master Facilities Lease, dated as of December 1, 2013, as amended by the First Amendment to Master Facilities Lease, dated as of November 1, 2014 (as amended, the “Facilities Lease”), each by and between the Authority and the City, the Irrevocable Refunding Instructions, dated November __, 2014 (the “Escrow Instructions”), given by the City and the Authority to, and accepted and agreed to by, the Trustee, and the resolutions of the Authority authorizing the issuance of the Bonds and the execution and delivery of the Authority Documents (hereinafter defined) are collectively referred to herein as the “Authority Documents.”

This Purchase Contract, the Continuing Disclosure Certificate, dated as of the Closing Date (as hereinafter defined), entered into by the City (the “Continuing Disclosure Certificate”), the Facilities Sublease, the Facilities Lease, the Escrow Instructions, and the resolutions of the City authorizing the execution and delivery of the City Documents (hereinafter defined) are collectively referred to herein as the “City Documents.”

Section 3. Public Offering. The Underwriter agrees to make an initial public offering of all of the Bonds at the public offering prices (or yields) set forth on Exhibit A attached hereto and incorporated herein by this reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change the interest rates set forth on Exhibit A attached hereto. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The City and the Authority acknowledge and agree that: (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the City, the Authority, and the Underwriter; (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of such transaction, the

Underwriter is and has been acting solely as principal and are not acting as Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City or the Authority with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Authority on other matters); (iv) the Underwriter has financial and other interests that differ from those of the City and the Authority; and (v) the City and the Authority have consulted their own legal, financial, and other advisors to the extent they have deemed appropriate.

Section 4. The Official Statement. By its acceptance of this proposal, the Authority and the City ratify, confirm, and approve of the use and distribution by the Underwriter prior to the date hereof of the preliminary official statement relating to the Bonds dated October __, 2014 (including the cover page, all appendices thereto, all information incorporated therein, and any supplements or amendments thereto as have been approved by the Authority, the City, and the Underwriter and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "Preliminary Official Statement"), that authorized officers of the City deemed "final" as of its date, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), except for certain information permitted to be omitted therefrom by Rule 15c2-12. The Authority and the City hereby agree to deliver or cause to be delivered to the Underwriter, within seven business days of the date hereof, copies of the final official statement, dated the date of this Purchase Contract, relating to the Bonds (including all information previously permitted to have been omitted by Rule 15c2-12), including the cover page, all appendices thereto, all information incorporated therein, and any amendments or supplements as have been approved by the Authority, the City, and the Underwriter (the "Official Statement") in such quantity as the Underwriter shall reasonably request to comply with Section (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the "MSRB").

The Underwriter hereby agrees that it will not request that payment be made by any purchaser of the Bonds prior to delivery by the Underwriter to the purchaser of a copy of the Official Statement. The Underwriter agrees: (i) to provide the Authority and the City with final pricing information on the Bonds on a timely basis; and (ii) to promptly file a copy of the Official Statement, including any supplements prepared by the Authority or the City with the MSRB at <http://emma.msrb.org>. The Authority and the City hereby approve of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Bonds. The Authority and the City will cooperate with the Underwriter in the filing by the Underwriter of the Official Statement with the MSRB.

Section 5. Closing. At 8:00 a.m., Pacific Standard Time, on November 20, 2014 (the "Closing Date"), or at such other time or date as the Authority and the Underwriter agree upon, the Authority shall deliver or cause to be delivered to the Trustee, and the Trustee shall deliver or cause to be delivered to The Depository Trust Company, New York, New York ("DTC"), the Bonds in definitive form, duly executed and authenticated. Concurrently with the delivery of the Bonds, the Authority and the City will deliver the documents hereinafter mentioned at the offices of Orrick Herrington & Sutcliffe LLP, Los Angeles, California ("Bond Counsel"), or another place to be mutually agreed upon by the Authority, the City and the Underwriter. The

Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in immediately available funds. This payment for and delivery of the Bonds, together with the delivery of the aforementioned documents, is herein called the “Closing.”

The Bonds shall be registered in the name of Cede & Co., as nominee of DTC in denominations of five thousand dollars (\$5,000) or any integral multiple thereof, and shall be made available to the Underwriter at least one (1) business day before the Closing for purposes of inspection and packaging. The Authority and the City acknowledge that the services of DTC will be used initially by the Underwriter in order to permit the issuance of the Bonds in book-entry form, and agree to cooperate fully with the Underwriter in employing such services.

The Underwriter hereby agrees to make a bona fide public offering of all Bonds at prices not in excess of the initial public offering prices (or yields) set forth on the inside cover page of the Official Statement, reserving, however, the right to change such yields or prices after the initial public offering as the Underwriter shall deem necessary in connection with the offering of the Bonds upon reasonable notice to, and with the consent of the Authority and the City. The Underwriter shall provide to the Authority and the City on the Closing Date a certificate setting forth the offering prices to the public of each maturity of the Bonds at which a substantial amount of such maturities were sold, such certificate to be in a form acceptable to Bond Counsel.

Section 6. Representations, Warranties, and Covenants of the Authority. The Authority represents, warrants, and covenants to the Underwriter and the City that:

(a) The Authority is a public body, duly organized and existing under the Constitution and laws of the State of California (the “State”), including the JPA Agreement and the Joint Exercise of Powers Act (California Government Code Title 1, Division 7, Chapter 5, Section 6500 et seq.) (the “JPA Act”).

(b) The Authority has full legal right, power, and authority to adopt or enter into, as the case may be, and to carry out and consummate the transactions on its part contemplated by the Authority Documents.

(c) By all necessary official action, the Authority has duly adopted, authorized and approved the Authority Documents, has duly authorized and approved the Preliminary Official Statement, will, by execution thereof, duly authorize and approve the Official Statement, and has duly adopted or authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in, the Authority Documents and the consummation by it of all other transactions contemplated by the Authority Documents in connection with the issuance of the Bonds. As of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered, and assuming due execution and delivery by the other parties thereto, if applicable, the Authority Documents will constitute the legally valid and binding obligations of the Authority enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against joint powers

authorities in the State. The Authority has complied, and will at the Closing be in compliance in all respects, with the terms of the Authority Documents.

(d) The Authority is not in any material respect in breach of or default under any applicable constitutional provision, law, or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Authority is a party which breach or default has or may have an adverse effect on the ability of the Authority to perform its obligations under the Authority Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution, and delivery of the Authority Documents, if applicable, and compliance with the provisions on the Authority's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Authority is a party, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation, or instrument, except as may be provided by the Authority Documents.

(e) All authorizations, approvals, licenses, permits, consents, and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction of the matter that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Authority of its obligations in connection with the Authority Documents have been duly obtained or, when required for future performance, are expected to be obtained, other than such approvals, consents, and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds.

(f) The Authority shall notify the other parties hereto if, within the period from the date of this Purchase Contract to and including the date twenty-five (25) days following the "end of the underwriting period" (as defined in Section 7(j) hereof), the Authority discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case, which might cause the Official Statement (as the same may have then been supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) As of the date of acceptance hereof and the Closing Date, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental authority, public board, or body, pending, with service of process having been accomplished, or threatened in writing to the Authority: (i) in any way questioning the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of Base Rental Payments with respect to the Facilities Sublease or any amounts

pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the other Authority Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from taxation, or contesting the powers of the Authority or its authority to issue the Bonds; (iii) which would be likely to result in any material adverse change relating to the business, operations, or financial condition of the Authority; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) There is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of Section 6(g) hereof.

(i) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement do not, and will not up to and including the Closing, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading (except that this representation does not include information regarding DTC and its book-entry only system, information under the caption "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds, and any other information provided by the Underwriter, as to which no view is expressed).

(j) The Authority will refrain from taking any action, or permitting any action to be taken, with regard to which the Authority may exercise control, that results in the loss of the tax-exempt status of the interest on the Bonds.

(k) The Authority will refrain from taking any action, or permitting any action to be taken, to reduce the amount of the Base Rental Payments while the Bonds are Outstanding, and the Authority will collect the Base Rental Payments in accordance with the Facilities Sublease.

(l) Any certificate signed by any officer of the Authority authorized to execute such certificate in connection with the execution, sale, and delivery of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the Authority to the Underwriter and the City as to the statements made therein but not of the person signing such certificate.

Section 7. **Representations, Warranties, and Covenants of the City.** The City represents, warrants, and covenants to the Underwriter and the Authority that:

(a) The City is a municipal corporation duly organized and existing under and by virtue of the laws of the State.

(b) The City has full legal right, power, and authority to adopt or enter into, as the case may be, and to carry out and consummate the transactions on its part contemplated by the City Documents.

(c) By all necessary official action, the City has duly adopted, authorized, and approved the City Documents, has duly authorized and approved the Preliminary Official Statement and the Official Statement, and has duly adopted or authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the City Documents and the consummation by it of all other transactions contemplated by the City Documents in connection with the issuance of the Bonds. As of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered, and assuming due execution and delivery by the other parties thereto, if applicable, the City Documents will constitute the legally valid and binding obligations of the City enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against municipal corporations in the State. The City has complied, and will at the Closing be in compliance in all respects, with the terms of the City Documents.

(d) The City is not in any material respect in breach of or default under any applicable constitutional provision, law, or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the City is a party which breach or default has or may have an adverse effect on the ability of the City to perform its obligations under the City Documents, and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution, and delivery of the City Documents, if applicable, and compliance with the provisions on the City's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the City is a party nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City or under the terms of any such law, regulation, or instrument, except as may be provided by the City Documents.

(e) All authorizations, approvals, licenses, permits, consents, and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction of the matter that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the City of its obligations in connection with the City Documents have been duly obtained or, when required for future performance, are expected to be obtained, other than such approvals, consents, and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds.

(f) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement do not, and will not up to and including the Closing, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading (except that this representation does not include information regarding DTC and its book-entry only system, information under the caption “UNDERWRITING,” CUSIP numbers, prices and yields for the Bonds, and any other information provided by the Underwriter, as to which no view is expressed).

(g) The City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Bonds.

(h) As of the date of acceptance hereof and the Closing Date, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental authority, public board, or body, pending, with service of process having been accomplished, or threatened in writing to the City: (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of Base Rental Payments with respect to the Facilities Sublease or of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the City Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from taxation, or contesting the powers of the Authority to issue the Bonds; (iii) which would be likely to result in any material adverse change relating to the business, operations, or financial condition of the City; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) There is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of Section 7(h) hereof.

(j) Until the date that is twenty-five (25) days after the “end of the underwriting period” (as defined below), if any event shall occur of which the City is aware that would cause the Official Statement to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary,

in the Underwriter's reasonable opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as: (i) the Authority delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered by the Underwriter to the Authority and the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, the City has not within the last five years failed to comply in any material respect with any continuing disclosure undertakings to provide annual reports or notices of material events specified in Rule 15c2-12.

(l) The City will refrain from taking any action, or permitting any action to be taken, with regard to which the City may exercise control, that results in the loss of the tax-exempt status of the interest on the Bonds.

(m) The financial statements relating to the receipts, expenditures, and cash balances of the City as of June 30, 2013, attached as Appendix C to the Official Statement, along with the unaudited financial information relating to the receipts, expenditures, and cash balances of the City as of June 30, 2014, included in the Official Statement, fairly represent the receipts, expenditures, and cash balances of the City. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the City or in its operations since June 30, 2014, and there has been no occurrence, circumstance, or combination thereof that is reasonably expected to result in any such materially adverse change.

(n) To the extent required by law, the City will undertake, pursuant to the Continuing Disclosure Certificate and the other City Documents, to provide annual reports and notices of certain events, if material. A description of this undertaking is set forth in Appendix F to the Preliminary Official Statement and will also be set forth in the Official Statement.

(o) The City will refrain from taking any action, or permitting any action to be taken, to reduce the amount of the Base Rental Payments while the Bonds are Outstanding, and the City will pay the Base Rental Payments in accordance with the Facilities Sublease.

(p) Any certificate signed by any officer of the City authorized to execute such certificate in connection with the execution, sale, and delivery of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the City to the Underwriter and the Authority as to the statements made therein but not of the person signing such certificate.

Section 8. Conditions to the Obligations of the Underwriter. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the

Authority and the City contained herein. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the statements of the officers and other officials of the Authority and of the City, as well as authorized representatives of Bond Counsel and the Trustee made in any Bonds or other documents furnished pursuant to the provisions hereof; to the performance by the Authority and the City of their obligations to be performed hereunder at or prior to the Closing Date; and to the following additional conditions:

(a) The representations, warranties, and covenants of the City and the Authority contained herein shall be true, complete, and correct at the date hereof and at the time of Closing, as if made on the Closing Date.

(b) At the time of the Closing, the City Documents and the Authority Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the City Documents, the Authority Documents, and the Official Statement shall not have been amended, modified, or supplemented except as may have been agreed to in writing by the Underwriter.

(c) At the time of the Closing, no default shall have occurred or be existing under the City Documents, the Authority Documents, or any other agreement or document pursuant to which any of the City's financial obligations were executed and delivered, and the City shall not be in default in the payment of principal or interest with respect to any of its financial obligations, which default would adversely impact the ability of the City to pay the Base Rental Payments when due.

(d) In recognition of the desire of the Authority, the City, and the Underwriter to effect a successful public offering of the Bonds, and in view of the potential adverse impact of any of the following events on such a public offering, this Purchase Contract shall be subject to termination in the reasonable discretion of the Underwriter by notification, in writing, to the Authority and the City prior to delivery of and payment for the Bonds, if at any time prior to such time, regardless of whether any of the following statements of fact were in existence or known of on the date of this Purchase Contract:

(i) any event shall occur which makes untrue any statement or results in an omission to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading, which event, in the reasonable opinion of the Underwriter would materially or adversely affect the ability of the Underwriter to market the Bonds; or

(ii) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Contract in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice, or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service, or the Chairman or ranking minority member of the Committee on Finance of the United States

Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or state court or any ruling or regulation (final, temporary, or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service, or other federal or State authority affecting the federal or State tax status of the Authority or the City, or the interest on or with respect to bonds or notes (including the Bonds); or

(iii) any legislation, ordinance, rule, or regulation shall be introduced in, or be enacted by any governmental body, department, or authority of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds; or

(iv) an order, decree, or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary, or proposed), official statement, or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission or any other governmental Authority having jurisdiction of the subject matter to the effect that: (i) obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended; or (ii) the issuance, offering, or sale of obligations of the general character of the Bonds, or the issuance, offering, or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(v) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(vi) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any domestic governmental authority or by any domestic national securities exchange that are material to the marketability of the Bonds; or

(vii) a general banking moratorium shall have been declared by federal, State, or New York authorities or the general suspension of trading on any national securities exchange shall have occurred; or

(viii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency, or war or other calamity or crisis the effect of which on financial markets is materially adverse such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the purchase or delivery of the Bonds as contemplated by the Official Statement (exclusive of any amendment or supplement thereto); or

(ix) any rating of the Bonds or the rating of any obligations of the City secured by the City's general fund shall have been downgraded or withdrawn by a national rating service that, in the opinion of the Underwriter, materially adversely affects the marketability or the market price of the Bonds; or

(x) the commencement of any action, suit, or proceeding described in Section 6(g) or Section 7(h) hereof shall have occurred.

(e) At or prior to the Closing, the Underwriter shall receive the following documents, in each case in form and substance to the reasonable satisfaction of the Underwriter:

(i) all resolutions adopted by the Authority and certified by an authorized official of the Authority authorizing the execution and delivery of the Authority Documents and the delivery of the Official Statement;

(ii) all resolutions adopted by the City and certified by an authorized official of the City authorizing the execution and delivery of the City Documents and the delivery of the Bonds and the Official Statement;

(iii) the City Documents and the Authority Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications, or supplements as may have been agreed to in writing by the Underwriter;

(iv) the approving opinion of Bond Counsel dated the Closing Date and addressed to the Authority and the City, in substantially the form attached as Appendix E to the Official Statement, and a reliance letter thereon addressed to the Underwriter and the Trustee;

(v) a supplemental opinion of Bond Counsel dated the Closing Date and addressed to the Underwriter, to the effect that:

(A) the statements on the cover of the Official Statement and in the Official Statement under the captions "INTRODUCTION," "THE BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "TAX MATTERS," and in "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS" and "APPENDIX E – FORM OF BOND COUNSEL OPINION," excluding any material that may be treated as included under such captions and appendices by any cross-reference, insofar as such statements expressly summarize provisions of the City Documents, the Authority Documents, and Bond Counsel's final opinion concerning certain federal tax matters relating to the Bonds, are accurate in all material respects as of the Closing Date, provided that Bond Counsel need not express any opinion with respect to any financial or statistical data

contained therein or with respect to the book-entry system in which the Bonds are initially delivered;

(B) this Purchase Contract has been duly executed and delivered by the City and the Authority and is the valid and binding agreement of the City and the Authority, except that the rights and obligations under the Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases, and to limitations on legal remedies against public agencies in the State, and provided that no opinion is expressed with respect to any indemnification or contribution provisions contained therein; and

(C) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(vi) the Official Statement, executed on behalf of the Authority and the City, and the Preliminary Official Statement;

(vii) evidence that the ratings on the Bonds are as described in the Official Statement;

(viii) a certificate, dated the Closing Date, signed by a duly authorized officer of the Authority satisfactory in form and substance to the Underwriter to the effect that:

(A) the representations, warranties, and covenants of the Authority contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date by the Authority, and the Authority has complied with all of the terms and conditions of this Purchase Contract required to be complied with by the Authority at or prior to the Closing Date;

(B) no event affecting the Authority has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purposes for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect;

(C) the information and statements contained in the Official Statement (excluding information regarding DTC and its book-entry only system, information under the caption "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds and any other information provided by the Underwriter) did not as of its date and do not as of the Closing Date contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and

(D) the Authority is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Authority is a party or is otherwise subject that would have a material

adverse impact on the Authority's ability to perform its obligations under the Authority Documents, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument;

(ix) a certificate, dated the Closing Date, signed by a duly authorized officer of the City satisfactory in form and substance to the Underwriter to the effect that:

(A) the representations, warranties, and covenants of the City contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date by the City, and the City has complied with all of the terms and conditions of the Purchase Contract required to be complied with by the City at or prior to the Closing Date;

(B) no event affecting the City has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purposes for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect;

(C) the information and statements contained in the Official Statement (excluding information regarding DTC and its book-entry only system, information under the caption "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds and any other information provided by the Underwriter) did not as of its date and do not as of the Closing Date contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and

(D) the City is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Facilities Sublease), or other instrument to which the City is a party or is otherwise subject that would have a material adverse impact on the City's ability to perform its obligations under the City Documents, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument;

(x) an opinion of the City Attorney of the City of Moreno Valley, as counsel to the Authority, dated the Closing Date and addressed to the Underwriter, the City, and Bond Counsel to the effect that:

(A) the Authority is a public body, organized and existing under the Constitution and laws of the State, including the JPA Act and the JPA Agreement;

(B) the resolutions relating to the Bonds adopted by the Authority and certified by an authorized official of the Authority authorizing the execution and delivery of the Bonds, the other Authority Documents, and the Official Statement have been duly adopted, are in full force and effect, and have not been modified, amended, rescinded, or repealed since the date of their adoption;

(C) the Authority Documents have been duly authorized, executed, and delivered by the Authority and, assuming due authorization, execution, and delivery by the other parties thereto, if applicable, constitute the valid, legal, and binding agreements of the Authority enforceable against the Authority in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases, and to limitations on legal remedies against public agencies in the State;

(D) except as otherwise disclosed in the Official Statement and to the best knowledge of such counsel after due inquiry, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental authority, or body pending, with service of process having been accomplished, or threatened in writing against the Authority challenging the creation, organization, or existence of the Authority or the validity of the Authority Documents, seeking to restrain or enjoin the collection of Base Rental Payments with respect to the Facilities Sublease or the repayment of the Bonds, in any way contesting or affecting the validity of the Authority Documents, or contesting the authority of the Authority to enter into or perform its obligations under any of the Authority Documents;

(E) the execution and delivery of the Authority Documents and the issuance of the Bonds and compliance with the provisions thereof do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order, or consent decree to which the Authority is subject, which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the Authority Documents;

(F) no authorization, approval, consent, or other order of the State or any other governmental body within the State is required for the valid authorization, execution, and delivery of the Authority Documents or the Official Statement by the Authority or the consummation by the Authority of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Bonds by the Underwriter; and

(G) without having undertaken to determine independently or assume any responsibility for the accuracy, completeness, or fairness of the statements contained in the Official Statement under the caption entitled "THE AUTHORITY," nothing has come to such counsel's attention that would lead it to believe that the statements contained in the above-referenced caption as of the date of the Official Statement and as of the Closing Date (excluding therefrom the financial and statistical data and forecasts included therein, as to which no view need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xi) an opinion of the City Attorney of the City of Moreno Valley dated the Closing Date and addressed to the Underwriter, the Authority, and Bond Counsel to the effect that:

(A) the City is a municipal corporation, duly organized and existing under and by virtue of the laws of the State;

(B) the resolutions relating to the Bonds adopted by the City and certified by an authorized official of the City authorizing the execution and delivery of the Bonds, the City Documents, and the Official Statement have been duly adopted, are in full force and effect, and have not been modified, amended, rescinded, or repealed since the respective dates of their adoption;

(C) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization, execution, and delivery by the other parties thereto, if applicable, constitute the valid, legal, and binding agreements of the City enforceable against the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases, and to limitations on legal remedies against public agencies in the State;

(D) except as otherwise disclosed in the Official Statement and to the best knowledge of such counsel after due inquiry, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental authority, or body pending, with service of process having been accomplished, or threatened in writing against the City challenging the creation, organization, or existence of the City or the validity of the City Documents, seeking to restrain or enjoin the payment of the Base Rental Payments or the repayment of the Bonds, in any way contesting or affecting the validity of the City Documents, contesting the authority of the City to enter into or perform its obligations under any of the City Documents, or which, in any manner, questions the right of the City to pay the Base Rental Payments under the Facilities Sublease;

(E) except as otherwise disclosed in the Official Statement, there are no outstanding bonds, notes, or other obligations of the City that are payable from the Base Rental Payments;

(F) the execution and delivery of the City Documents and compliance with the provisions thereof do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order, or consent decree to which the City is subject, which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents;

(G) no authorization, approval, consent, or other order of the State or any other governmental body within the State is required for the valid authorization,

execution, and delivery of the City Documents or the consummation by the City of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Bonds by the Underwriter; and

(H) without having undertaken to determine independently or assume any responsibility for the accuracy, completeness, or fairness of the statements contained in the Official Statement, nothing has come to such counsel's attention that would lead it to believe that the statements contained in the Official Statement as of the date of the Official Statement and as of the Closing Date (excluding therefrom financial statements and other statistical data, information regarding DTC and its book-entry only system, information under the captions "THE AUTHORITY" and "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds and any other information provided by the Underwriter, as to which no view need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xii) a letter from Goodwin Procter LLP, as Underwriter's Counsel ("Underwriter's Counsel"), dated the Closing Date and addressed to the Underwriter to the effect that, based on the information made available to such counsel in its role as Underwriter's Counsel, without having undertaken to determine independently the accuracy, completeness, or fairness of the statements contained in the Official Statement, but on the basis of such counsel's participation in conferences with the Underwriter, the City, the Authority, Bond Counsel, the City Attorney, the Trustee, and others, and such counsel's examination of certain documents, no information has come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds that would lead them to believe that the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no view or belief need be expressed as to any financial, statistical and demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, the information with respect to DTC and the book-entry system, and the information included in the Appendices thereto);

(xiii) an opinion of counsel to the Trustee dated the Closing Date and addressed to the Underwriter, the City, and the Authority to the effect that:

(A) the Trustee is a national banking association and is validly existing, duly qualified to do business and in good standing under the laws of each jurisdiction in which the performance of its duties under the Trust Agreement and the Escrow Instructions (collectively, the "Trustee Documents") would require such qualification and has the requisite power and authority to execute, deliver and perform its obligations under the Trustee Documents;

(B) the Trustee is duly eligible and qualified to act as Trustee under the Trustee Documents;

(C) the Trustee has all requisite power, authority, and legal right to execute and deliver the Trustee Documents and to perform its obligations under the Trustee Documents, and has taken all necessary corporate action to authorize the execution and delivery of and the performance of its obligations under the Trustee Documents;

(D) the Trustee has duly executed and delivered the Trustee Documents. Assuming the due authorization, execution, and delivery thereof by the other parties thereto, the Trustee Documents are the legal, valid, and binding agreements of the Trustee enforceable against the Trustee in accordance with their terms, except to the extent enforceability thereof may be subject to (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws affecting creditors' rights and remedies heretofore or hereafter enacted, and (ii) the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(E) the Bonds have been duly authenticated by the Trustee;

(F) the execution, delivery, and performance of the Trustee Documents by the Trustee and the consummation of the transactions contemplated thereby do not and will not (i) to the knowledge of such counsel, conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Trustee is a party or by which the Trustee is bound or to which any of the property or assets of the Trustee or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter, articles of association, by-laws, or applicable resolutions of the Trustee, or (iii) to the knowledge of such counsel, result in any violation of any statute or any order, rule, or regulation of any court or government agency or body having jurisdiction over the Trustee or any of its properties or assets; and

(G) to the knowledge of such counsel, there are no actions, proceedings, or investigations pending or threatened against the Trustee before any court, administrative agency, or tribunal (i) asserting the invalidity of the Trustee Documents, (ii) seeking to prevent the consummation of any of the transactions contemplated thereby, or (iii) that might materially and adversely affect the performance by the Trustee of its obligations under, or the validity or enforceability of, the Trustee Documents;

(xiv) a certificate of the Trustee, dated the Closing Date and signed by an authorized official of Trustee, to the effect that:

(A) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the necessary power to enter into, accept, and administer the trusts created under the Trust Agreement and to authenticate the Bonds;

(B) the Trustee Documents have been duly authorized, executed, and delivered by a duly authorized officer of the Trustee, and the execution, delivery, and performance of the Trustee Documents have been duly authorized by all necessary action of the Trustee;

(C) the Trustee Documents constitute the legal, valid, and binding obligations of the Trustee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(D) the Bonds have been duly authenticated by a duly authorized officer of the Trustee;

(E) no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Trustee Documents or the performance by the Trustee of its duties and obligations under the Trustee Documents;

(F) the execution and delivery by the Trustee of the Trustee Documents and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution, or any other agreement or instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order, or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties (except that no representation, warranty, or agreement need be made with respect to any federal or State securities or blue sky laws or regulations);

(G) the Trustee's action in executing and delivering the Trustee Documents will not contravene the articles or bylaws of the Trustee and is in full compliance with, and does not conflict with, any applicable law or governmental regulation currently in effect, and such action does not conflict with or violate any contract to which the Trustee is a party or any administrative or judicial decision by which the Trustee is bound; and

(H) there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board, or body that has been served on the Trustee, or to the best knowledge of the Trustee, threatened against the Trustee which in the reasonable judgment of the Trustee would affect the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Trustee Documents or contesting the powers of the Trustee or its authority to enter into and perform its obligations thereunder;

(xv) copies of the statements with respect to the sale of the Bonds required to be delivered to the California Debt and Investment Advisory Committee pursuant to Sections 53583 and 8855 of the California Government Code;

(xvi) evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing;

(xvii) a copy of the executed Blanket Issuer Letter of Representations by and between the City and DTC relating to the book-entry system, and a copy of the Operational Arrangements Letter of Representations executed by the Trustee;

(xviii) the tax and nonarbitrage certificate of the City and the Authority in form and substance to the reasonable satisfaction of Bond Counsel and the Underwriter;

(xix) a certificate, dated the date of the Preliminary Official Statement, of the City, as required under Rule 15c2-12 and substantially in the form of Exhibit B attached hereto;

(xx) certified copies of the JPA Agreement and all amendments thereto and related certificates issued by the Secretary of State of the State;

(xxi) a certified copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Trustee Documents and the authentication and delivery of the Bonds by the Trustee;

(xxii) such additional legal opinions, Bonds, proceedings, instruments, or other documents as Bond Counsel, Underwriter's Counsel, or the Underwriter may reasonably request.

Section 9. Changes in Official Statement. After the Closing, neither the Authority nor the City shall adopt any amendment of or supplement to the Official Statement to which the Underwriter shall reasonably object in writing. Within ninety (90) days after the Closing or within twenty-five (25) days following the "end of the underwriting period" (as defined in Section 7(j) hereof), whichever occurs first, if any event relating to or affecting the Bonds, the Trustee, the City, or the Authority shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority and the City will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to such purchaser, not misleading. The City and the Authority shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with the MSRB.

Section 10. Expenses. Whether or not the transactions contemplated by this Purchase Contract are consummated, the Underwriter shall be under no obligation to pay, and the Authority shall pay only from the proceeds of the Bonds, but only as the Authority and such other party providing such services may agree, all expenses and costs of the Authority and the City incident to the performance of their obligations in connection with the authorization, execution, sale, and delivery of the Bonds to the Underwriter, including, without limitation, printing costs, rating agency fees and charges, initial fees of the Trustee, including fees and disbursements of their counsel, if any, fees and disbursements of Bond Counsel and other professional advisors employed by the Authority or the City, fees and disbursements of Underwriter's Counsel, costs of preparation, printing, signing, transportation, delivery, and safekeeping of the Bonds and for expenses (included in the expense component of the spread) incurred by the Underwriter on behalf of City's employees that are incidental to implementing

this Purchase Contract, including, but not limited to, meals, transportation, lodging, and entertainment of those employees. The Underwriter shall pay all out-of-pocket expenses of the Underwriter, including, without limitation, advertising expenses, the California Debt and Investment Advisory Commission fee, CUSIP Services Bureau charges, regulatory fees imposed on new securities issuers, and any and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds.

Section 11. Notices. Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 515 South Figueroa Street, Suite 1800, Los Angeles, California 90071, Attention: John W. Kim. Any notice or other communication to be given the Authority under this Purchase Contract may be given by delivering the same in writing to the Moreno Valley Public Financing Authority, c/o City of Moreno Valley Financial & Management Services Department, 14177 Frederick Street, Moreno Valley, California 92552, Attention: Chief Financial Officer. Any notice or other communication to be given the City under this Purchase Contract may be given by delivering the same in writing to the City of Moreno Valley, c/o City of Moreno Valley Financial & Management Services Department, 14177 Frederick Street, Moreno Valley, California 92552, Attention: Treasurer. All notices or communications hereunder by any party shall be given and served upon each other party.

Section 12. Parties in Interest. This Purchase Contract is made solely for the benefit of the Authority, the City, and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, and agreements of the Authority and the City in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

Section 13. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

Section 14. Counterparts. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[The remainder of this page is intentionally left blank.]

Section 15. **Governing Law.** This Purchase Contract shall be governed by the laws of the State.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____
Title: Authorized Officer

Accepted as of the date first stated above at _____ [a.m./p.m.] Pacific Standard Time:

CITY OF MORENO VALLEY

By: _____
Its: Chief Financial Officer

MORENO VALLEY PUBLIC FINANCING AUTHORITY

By: _____
Its: Treasurer

EXHIBIT A

**MORENO VALLEY PUBLIC FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS, SERIES 2014**

MATURITY SCHEDULE

<i>Maturity Date (November 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Price</i>	<i>Yield</i>
2023	\$	%		%
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
TOTAL				

EXHIBIT B
“DEEMED FINAL CERTIFICATE”
FOR
PRELIMINARY OFFICIAL STATEMENT

[POS DATE], 2014

Stifel, Nicolaus & Company, Incorporated
515 South Figueroa Street, Suite 1800
Los Angeles, California 90071
Attention: Public Finance

Re: Moreno Valley Public Financing Authority
Lease Revenue Refunding Bonds, Series 2014

Ladies and Gentlemen:

With respect to the proposed sale by the Moreno Valley Public Financing Authority of its Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014 (the “Bonds”), the Authority and the City of Moreno Valley (the “City”) have delivered to you a Preliminary Official Statement, dated the date hereof (the “Preliminary Official Statement”). The City, for purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the following information: the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, dates and amounts of mandatory sinking fund payments, delivery dates, ratings, and identity of the purchasers and any other terms of the Bonds relating to such matters and any other information permitted to be omitted by the Rule.

CITY OF MORENO VALLEY

Chief Financial Officer

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2014**NEW ISSUE – BOOK-ENTRY ONLY****RATING: Standard & Poor's: “_” (_____ outlook)****(See “RATING.”)**

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the Bonds. See “TAX MATTERS.”

\$ _____*

**MORENO VALLEY PUBLIC FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS
SERIES 2014**

Dated: Date of Delivery**Due: November 1, as shown on the inside cover**

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014 (the “Bonds”), are being issued in the aggregate principal amount of \$ _____* by the Moreno Valley Public Financing Authority (the “Authority”) pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code) and the provisions of a Master Trust Agreement, dated as of December 1, 2013, as supplemented by a First Supplement to Master Trust Agreement, dated as of November 1, 2014 (collectively, the “Trust Agreement”), each by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”). Capitalized terms used on this cover page and not otherwise defined shall have the meanings ascribed to them elsewhere in this Official Statement. See in particular “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Selected Definitions.”

A portion of the proceeds from the sale of the Bonds will be used to refund all of the outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the “2005 Bonds”), which 2005 Bonds were issued in the aggregate principal amount of \$48,205,000 and are currently outstanding in the aggregate principal amount of \$29,085,000. In addition, a portion of the proceeds from the sale of the Bonds will be used to pay certain costs related to the issuance of the Bonds. The proceeds from the sale of the 2005 Bonds were used to finance certain public improvements within the City of Moreno Valley, California (the “City”). See “THE REFINANCING PLAN” and “THE BONDS – Estimated Sources and Uses of Bond Proceeds.”

The Bonds will be delivered in fully registered form without coupons and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry form only, in the principal amount of \$5,000 or integral multiples thereof for each maturity. Purchasers will not receive certificates representing their interest in the Bonds purchased. Payments of interest on the Bonds will be made by the Trustee to DTC, which will in turn remit such interest to its participants for subsequent dispersal to beneficial owners of the Bonds as described herein. Interest on the Bonds is payable semiannually on each May 1 and November 1, commencing May 1, 2015, until the maturity or the earlier redemption thereof. Principal and any redemption premiums with respect to each Bond will be paid upon surrender of such Bond at the principal corporate office of the Trustee upon maturity or the earlier redemption thereof. See “THE BONDS – Book-Entry Only System.”

The Bonds are subject to optional redemption, mandatory sinking account prepayment, and extraordinary redemption from insurance or condemnation proceeds, as described herein. See “THE BONDS – Redemption of Bonds.”

The Bonds are special, limited obligations of the Authority payable solely from Revenues, consisting primarily of Base Rental Payments to be made by the City to the Authority pursuant to a Master Facilities Sublease, dated as of December 1, 2013, as amended by a First Amendment to Master Facilities Sublease, dated as of November 1, 2014 (collectively, the “Facilities Sublease”), each by and between the Authority and the City, pursuant to which the City will lease certain Facilities. See “THE FACILITIES.” The Bonds and the \$11,695,000 Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2013, are payable on a parity basis from Base Rental Payments under the Facilities Sublease. The City has covenanted in the Facilities Sublease to take such action as may be necessary to include Base Rental Payments and Additional Payments due under the Facilities Sublease in its annual budgets, and to make necessary annual appropriations therefor. The Base Rental Payments are subject to abatement as described herein. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” and “RISK FACTORS.”

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM AND SECURED SOLELY BY THE BASE RENTAL PAYMENTS AND AMOUNTS HELD IN CERTAIN FUNDS AND ACCOUNTS ESTABLISHED UNDER THE TRUST AGREEMENT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF RIVERSIDE (THE “COUNTY”), THE STATE OF CALIFORNIA (THE “STATE”), OR ANY POLITICAL SUBDIVISION OF THE STATE IS PLEDGED TO THE PAYMENT OF THE BONDS. THE AUTHORITY HAS NO TAXING POWER. THE OBLIGATION OF THE CITY TO MAKE BASE RENTAL PAYMENTS UNDER THE FACILITIES SUBLEASE DOES NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE BONDS NOR THE OBLIGATION OF THE CITY TO MAKE BASE RENTAL PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE AUTHORITY, THE CITY, THE COUNTY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

[Maturity Schedule set forth on inside cover]

The Bonds are offered when, as, and if delivered to and received by the Underwriter, subject to the approval of legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Bond Counsel. Certain legal matters will be passed upon for the Authority and the City by the City Attorney, and for the Underwriter by Goodwin Procter LLP, Los Angeles, California, as Underwriter’s Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC in New York, New York, on or about November 20, 2014.

STIFEL

Dated: _____, 2014.

* Preliminary; subject to change.

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price/</u> <u>Yield</u>	<u>CUSIP⁽¹⁾No.</u>	<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price/</u> <u>Yield</u>	<u>CUSIP⁽¹⁾No.</u>
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\$ _____ % Term Bond due November 1, 2035; Price: ____; CUSIP⁽¹⁾ No. _____

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**MORENO VALLEY PUBLIC FINANCING AUTHORITY
AND
CITY OF MORENO VALLEY**

City Council

Jesse L. Molina, *Mayor*
Victoria Baca, *Mayor Pro Tem*
Richard A. Stewart, *Councilmember*
George E. Price, *Councilmember*

Governing Board of the Authority

Jesse L. Molina, *Chair*
Victoria Baca, *Vice Chair*
Richard A. Stewart, *Boardmember*
George E. Price, *Boardmember*

CITY OFFICIALS

Michelle Dawson, *City Manager*
Richard Teichert, *Chief Financial Officer*
Brooke McKinney, *Treasury Operations Division Manager*
Suzanne Bryant, *City Attorney*

PROFESSIONAL SERVICES

Bond Counsel

Orrick, Herrington & Sutcliffe LLP
Los Angeles, California

Underwriter's Counsel

Goodwin Procter LLP
Los Angeles, California

Trustee

Wells Fargo Bank, National Association
Los Angeles, California

Financial/Pricing Advisor

Urban Futures, Inc.
Orange, California

Verification Agent

Causey, Demgen & Moore Inc.
Denver, Colorado

No dealer, broker, salesperson, or other person has been authorized by the Authority, the City, or Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor will there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale.

This Official Statement is not to be construed to be a contract with the purchasers of the Bonds. Statements contained in this Official Statement that involve estimates, forecasts, or matters of opinion, whether or not expressly described as such herein, are intended solely as such and are not to be construed as representations of fact.

The information set forth in this Official Statement has been obtained from the Authority, the City, and other sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and it is not to be construed as a representation by the Authority or the City. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Authority or the City since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE UNDERWRITER MAY OFFER AND SELL THE CERTIFICATES TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

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OFFICIAL STATEMENT

\$ _____*

**MORENO VALLEY PUBLIC FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS
SERIES 2014**

INTRODUCTION

General

This Official Statement, which includes the cover page, inside cover page, Table of Contents, and Appendices (the “Official Statement”), provides certain information concerning the issuance of the Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014, in the aggregate principal amount of \$ _____* (the “Bonds”). Descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive and reference is made to each such document for complete details of all terms and conditions therein. All statements in this Official Statement are qualified in their entirety by reference to the applicable documents.

This Introduction is subject in all respects to the more complete information contained elsewhere in this Official Statement, and the offering of the Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Selected Definitions.”

Authorization and Purpose

The Bonds are being issued by the Moreno Valley Public Financing Authority (the “Authority”), a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California (the “State”), pursuant the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code) (the “Act”) and the provisions of a Master Trust Agreement, dated as of December 1, 2013, as supplemented by a First Supplement to Master Trust Agreement, dated as of November 1, 2014 (collectively, the “Trust Agreement”), each by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”). See “THE BONDS – Authorization and Payment of Bonds.”

A portion of the proceeds from the sale of the Bonds will be used to refund all of the outstanding Moreno Valley Public Financing Authority 2005 Lease Revenue Bonds (the “2005 Bonds”), which 2005 Bonds were issued in the aggregate principal amount of \$48,205,000 and are currently outstanding in the aggregate principal amount of \$29,085,000. In addition, a portion of the proceeds from the sale of the Bonds will be used to pay certain costs related to the issuance of the Bonds. The proceeds from the sale of the 2005 Bonds were used to finance certain public improvements within the City of Moreno Valley, California (the “City”). \$12,275,000 in principal amount of the 2005 Bonds were previously refunded from the proceeds of \$11,695,000 in principal amount of Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2013 (the “2013 Bonds”), issued by the Authority on December 30, 2013. See “THE REFINANCING PLAN” and “THE BONDS – Estimated Sources and Uses of Bond Proceeds.”

* Preliminary; subject to change.

Registration, Date, Maturity, and Payment of Bonds

The Bonds will be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, which will act as securities depository for the Bonds. The Bonds will be dated the date of their initial delivery and will mature on the dates and in the principal amounts set forth on the inside cover page hereof. Interest on the Bonds is payable semiannually on each May 1 and November 1, commencing May 1, 2015, until the maturity or the earlier redemption thereof. Principal and any redemption premiums with respect to each Bond will be paid upon surrender of such Bond at the principal corporate office of the Trustee upon maturity or the earlier redemption thereof. See “THE BONDS – Authorization and Payment of Bonds.”

Redemption of Bonds

The Bonds are subject to optional redemption, mandatory sinking account prepayment, and extraordinary redemption from insurance or condemnation proceeds. See “THE BONDS – Redemption of Bonds.”

Security and Source of Payment for the Bonds

Pursuant to a Master Facilities Sublease, dated as of December 1, 2013, as amended by a First Amendment to Master Facilities Sublease, dated as of November 1, 2014 (collectively, the “Facilities Sublease”), each by and between the Authority and the City, the City is required to pay semiannual lease payments (the “Base Rental Payments”) for the use and occupancy of certain facilities described therein (the “Facilities”), which Base Rental Payments are designed to be sufficient in both time and amount to pay, when due, the principal of, redemption premium (if any), and interest on the Bonds and the 2013 Bonds. The Bonds and the 2013 Bonds are payable on a parity basis from Base Rental Payments under the Facilities Sublease. Pursuant to the Facilities Sublease, the City has covenanted that it will take such action as may be necessary to include all Base Rental Payments in its annual budgets and to make the necessary annual appropriations therefor. The obligation of the City to make Base Rental Payments, however, is subject to abatement in the event of material damage or destruction of the Facilities or the taking of the Facilities in whole or in part. The obligation of the City to pay Base Rental Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to make Base Rental Payments does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” and “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS.”

Additional Bonds and Addition, Substitution, or Release of Facilities

The Authority may at any time issue Additional Bonds payable from the Revenues and secured by a pledge of and charge and lien upon the Revenues as provided in the Trust Agreement equal to the pledge, charge, and lien securing the Outstanding Bonds and 2013 Bonds theretofore issued under the Trust Agreement, subject to certain conditions as described herein. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Additional Bonds.”

In addition, the City and the Authority may add, substitute, or release real property for all or part of, or may release part of, the Facilities for purposes of the Facilities Sublease and a Master Facilities Lease, dated as of December 1, 2013, as amended by a First Amendment to Master Facilities Lease, dated as of November 1, 2014 (collectively, the “Facilities Lease”), each by and between the City and the Authority, but only after the City has filed with the Authority and the Trustee, with copies to each rating

agency then providing a rating for the Bonds, certain documentation and information as described herein. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Addition, Substitution, or Release of Facilities.”

Continuing Disclosure

In connection with the issuance of the Bonds, the City will covenant in the Continuing Disclosure Certificate, dated the date of delivery of the Bonds (the “Continuing Disclosure Certificate”), to provide certain financial information and operating data relating to the Authority and the City and notices of certain events listed therein. See “CONTINUING DISCLOSURE” and “APPENDIX F – Form of Continuing Disclosure Certificate.”

Limited Obligations

The Bonds are limited obligations of the Authority payable solely from Revenues, consisting primarily of Base Rental Payments to be made by the City and amounts on deposit in certain funds and accounts held under the Trust Agreement. The Bonds do not constitute a debt or liability of the State or of any political subdivision thereof (including any member of the Authority). The Authority shall be obligated to pay the principal of the Bonds, and the interest thereon, only from the Revenues, and neither the faith and credit nor the taxing power of the State or of any political subdivision thereof (including any member of the Authority) is pledged to the payment of the principal of or the interest on the Bonds. The issuance of the Bonds shall not directly, indirectly, or contingently obligate the State or any political subdivision thereof (including any member of the Authority) to levy or pledge any form of taxation. The Authority has no taxing power.

Forward-Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “intend,” “expect,” “propose,” “estimate,” “project,” “budget,” “anticipate,” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties, and other factors that may cause the actual results, performance, or achievements described to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. No updates or revisions to these forward-looking statements are expected to be issued if or when the expectations, events, conditions, or circumstances on which such statements are based change. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such forward-looking statements. **READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON SUCH FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF.**

References Qualified

The summaries of and references to all documents, statutes, reports, and other instruments referred to in this Official Statement do not purport to be complete, comprehensive, or definitive, and each such summary and reference is qualified in its entirety by reference to each such document, statute, report, or instrument.

Other Information

Copies of documents referred to herein and information concerning the Bonds are available from the Chief Financial Officer, City of Moreno Valley, 14177 Frederick Street, Moreno Valley, California 92552, telephone (951) 413-3021. The City may impose a charge for copying, mailing, and handling.

THE REFINANCING PLAN

The Authority previously issued the 2005 Bonds in the aggregate principal amount of \$48,205,000 pursuant to an Indenture of Trust, dated as of June 1, 2005 (the "2005 Indenture"), by and between the Authority and Wells Fargo Bank, National Association, as trustee. On January 2, 2014, the Authority paid the principal of, and interest and redemption premium on, the 2005 Bonds maturing on November 1, 2014, through November 1, 2022, inclusive, representing an aggregate principal amount of \$12,275,000, with the proceeds from the sale of the 2013 Bonds, issued by the Authority on December 30, 2013, in the aggregate principal amount of \$11,695,000. Proceeds from the sale of the 2005 Bonds were used to finance certain public improvements within the City, as more fully described in the 2005 Indenture (the "2005 Project").

Proceeds from the sale of the Bonds will be used (i) to pay on November 21, 2014, the principal of, and interest and redemption premium on, the outstanding 2005 Bonds, representing an aggregate principal amount of \$29,085,000, in accordance with the terms of the 2005 Indenture, and (ii) to pay certain costs of issuance related to the Bonds. See "THE BONDS – Estimated Sources and Uses of Bond Proceeds."

On the date of issuance of the Bonds, the Trustee will deposit a portion of the proceeds from the sale of the Bonds, in an amount sufficient to redeem the outstanding 2005 Bonds, as verified by Causey, Demgen & Moore Inc., Denver Colorado, an independent firm of certified public accountants (the "Verification Agent"), into an escrow account (the "Escrow Account") established under the Trust Agreement. The Trustee will hold the amounts deposited in the Escrow Account uninvested and apply such amounts to provide for the redemption of the outstanding 2005 Bonds, all in accordance with the terms of the Trust Agreement and certain Irrevocable Refunding Instructions to be delivered by the City and the Authority to the Trustee. See "ESTIMATED SOURCES AND USES OF FUNDS" and "VERIFICATION AGENT."

THE BONDS

Authorization and Payment of Bonds

The Bonds are being issued by the Authority pursuant the Act and the provisions of the Trust Agreement. The Bonds will be dated the date of their initial delivery and will mature on the dates and in the principal amounts set forth on the inside cover page hereof. Interest on the Bonds is payable semiannually on each May 1 and November 1, commencing May 1, 2015, until the maturity or the earlier redemption thereof.

The Bonds will be issued as fully registered bonds in the denomination of \$5,000 each or any integral multiple thereof. Principal of and redemption premium, if any, on each Bond will be payable upon surrender of such Bond at the principal corporate trust office of the Trustee in Los Angeles, California, upon the maturity or earlier redemption thereof. Interest will be payable by check, mailed to the Owners of the Bonds as of the applicable Record Date at their addresses as they appear on the Bond register maintained by the Trustee; provided, however, that interest payable to an Owner of \$1,000,000 or more aggregate principal amount of Bonds will be paid by wire transfer to such account within the United

States as such Owner shall have specified in writing prior to the applicable Record Date to the Trustee for such purpose. Certain of the provisions described above will not apply as long as the Bonds are in a book-entry only system. See “THE BONDS – Book-Entry Only System” below.

Redemption of Bonds

Optional Redemption of Bonds. The Bonds maturing before November 1, 2024, are not subject to optional redemption prior to maturity. The Bonds maturing on and after November 1, 2025, are subject to optional redemption prior to their stated Principal Payment Dates, on any date on or after November 1, 2024, in whole or in part, in Authorized Denominations, from and to the extent of prepaid Base Rental Payments paid pursuant to the Facilities Sublease, any such prepayment to be at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the redemption date, without premium.

Mandatory Sinking Account Prepayment. The Bonds maturing on November 1, 2035, are subject to prepayment prior to such maturity date, in part, from mandatory sinking account payments, on each November 1 specified below, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the redemption date, without premium. The principal of such Bonds to be so redeemed and the dates therefore shall be as follows:

Prepayment Date (November 1)	Principal Component To Be Redeemed
2031	
2032	
2033	
2034	
2035	

Extraordinary Redemption. The Bonds are subject to redemption on any date prior to their respective stated maturities, as a whole or in part by lot, from payments made by the City from funds received by the City due to a taking of the Facilities or portions thereof under the power of eminent domain, from the net proceeds of insurance received for material damage to or destruction of the Facilities or portions thereof under the circumstances and upon the conditions and terms prescribed in the Trust Agreement and Facilities Sublease, or from the proceeds of title insurance in the event of defective title to the Facilities as provided for in the Facilities Sublease, at a redemption price equal to the sum of the principal amount thereof, without premium, plus accrued interest thereon to the redemption date. See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Trust Agreement.”

Selection of Bonds for Redemption

Whenever less than all of the Outstanding Bonds are to be redeemed, the Trustee shall select, in accordance with written directions from the Authority, the Bonds to be redeemed in part from the Outstanding Bonds so that the aggregate annual principal amount of and interest on Bonds which shall be payable after such redemption date shall be as nearly proportional as practicable to the aggregate annual principal amount of and interest on Bonds Outstanding prior to such redemption date. Whenever less than all the Bonds of any one maturity are to be redeemed, the Trustee will select Bonds of such maturity for redemption by lot.

Notice of Redemption

The Trustee will cause notice of each redemption to be given to the Owner of any Bonds designated for redemption at the address which appears upon the registration books of the Trustee by

mailing a copy of the redemption notice at least 30 but not more than 60 days prior to the redemption date. The failure of any Owner to receive such notice or any defect in such notice will not affect the validity of the redemption of any Bonds.

Cancellation of Redemption Notice

The Authority may, at its option, prior to the date fixed for redemption in any notice of redemption rescind and cancel such notice of redemption by Written Request to the Trustee and the Trustee shall mail notice of such cancellation to the recipients of the notice of redemption being cancelled.

Effect of Notice of Redemption

If notice of redemption has been duly given as aforesaid and money for the payment of the redemption price of the Bonds called for redemption is held by the Trustee, then on the redemption date designated in such notice Bonds so called for redemption shall become due and payable, and from and after the date so designated interest on such Bonds shall cease to accrue, and the Owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

Book-Entry Only System

The following information regarding DTC and its book-entry system has been provided by DTC and has not been verified for accuracy or completeness by the Authority or the City, and neither the Authority nor the City take any responsibility for the accuracy thereof. Neither the Authority nor the City shall have any responsibility or liability for any aspects of the records maintained by DTC relating to, or payments made on account of, beneficial ownership, or for maintaining, supervising, or reviewing any records maintained by DTC relating to beneficial ownership, of interests in the Bonds.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate, and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a

Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com. *The foregoing reference to internet website is made for reference and convenience only; the information contained within the website has not been reviewed by the City or the Authority and is not incorporated in this Official Statement by reference.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners or, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority or the City as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments with respect to the Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the

City or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee or the City or Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Authority, the City, or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered in accordance with the terms of the Trust Agreement.

The Authority or the City may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC in accordance with the terms of the Trust Agreement.

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE AUTHORITY AND THE CITY BELIEVE TO BE RELIABLE, BUT NEITHER THE AUTHORITY NOR THE CITY TAKES ANY RESPONSIBILITY FOR THE ACCURACY THEREOF. NEITHER THE AUTHORITY NOR THE CITY GIVES ANY ASSURANCES THAT DTC WILL DISTRIBUTE PAYMENTS TO DTC PARTICIPANTS OR THAT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS WITH RESPECT TO THE BONDS RECEIVED BY DTC OR ITS NOMINEES AS THE REGISTERED OWNER, ANY REDEMPTION NOTICES, OR OTHER NOTICES TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

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Estimated Sources and Uses of Bond Proceeds

The following table details the estimated sources and uses of the proceeds from the sale of the Bonds and the moneys transferred from certain funds and accounts established under the Indenture of Trust for the 2005 Bonds.

Table 1
Estimated Sources and Uses of Funds

Estimated Sources:

Principal Amount of Bonds
[Plus/Less]: Net Original Issue [Premium/Discount]
Amounts transferred from Indenture of Trust for the 2005 Bonds
Less: Underwriter's Discount

Total Sources

Estimated Uses:

Deposit to Escrow Account ⁽¹⁾
Deposit to Costs of Issuance Fund ⁽²⁾

Total Uses

⁽¹⁾ To pay in full the principal, interest, and redemption premium due with respect to the outstanding 2005 Bonds on November 21, 2014. Comprised of amounts transferred from the Reserve Account established for the 2005 Bonds, plus \$_____ from the proceeds from the sale of the Bonds. See "THE REFINANCING PLAN."

⁽²⁾ Moneys on deposit in the Costs of Issuance Fund are expected to be used to pay the fees and expenses of Bond Counsel, the Trustee, the Financial/Pricing Advisor, the Verification Agent, and the rating agency, as well as printing costs and other miscellaneous costs related to the issuance of the Bonds.

Debt Service Schedule

The table below presents the annual debt service on the Bonds (including sinking account prepayments) and the 2013 Bonds, assuming that there are no extraordinary redemptions. The Bonds and the 2013 Bonds are payable on a parity basis from Base Rental Payments under the Facilities Sublease.

[Remainder of Page Intentionally Left Blank]

**Table 2
Debt Service Schedule**

Year Ending November 1	Principal of Bonds	Interest on Bonds	Principal of 2013 Bonds	Interest on 2013 Bonds	Total Debt Service on Bonds and 2013 Bonds
2015			\$ 1,155,000.00	\$ 538,450.00	
2016			1,215,000.00	492,250.00	
2017			1,265,000.00	431,500.00	
2018			1,325,000.00	368,250.00	
2019			1,405,000.00	302,000.00	
2020			1,470,000.00	231,750.00	
2021			1,540,000.00	158,250.00	
2022			<u>1,625,000.00</u>	<u>81,250.00</u>	
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
Totals					

Source: Underwriter.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Base Rental Payments

For the right to the use and occupancy of the Facilities, the Facilities Sublease requires the City to make Base Rental Payments. While the City is obligated to pay Base Rental Payments from any lawfully available funds, it is the expectation of the City that the Base Rental Payments will be paid from certain revenues derived from development impact fees and utility fees, as well as certain revenues received by the City as successor agency to the former Community Redevelopment Agency of the City of Moreno Valley.

To secure the payment of the Base Rental Payments, the City will pay to the Trustee, for deposit into the Revenue Fund, on each October 25 and April 25, an amount sufficient to pay the principal of and interest on the Bonds due on the following November 1 and May 1, respectively.

Pursuant to the Trust Agreement, on or before each Interest Payment Date and each Principal Payment Date, the Trustee will transfer amounts in the Revenue Fund as are necessary to the Interest Account and the Principal Account to provide for the payment of the interest and principal in respect of the Bonds. See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Trust Agreement – Establishment of Funds and Accounts; Flow of Funds.” See also “RISK FACTORS” and “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND

APPROPRIATIONS” for a discussion of the risks and constitutional limitations applicable to the payment of Base Rental Payments.

Additional Payments

The Facilities Sublease requires the City to pay all amounts, costs, and expenses incurred by the Authority in connection with the execution, performance, or enforcement of the Facilities Sublease, the Trust Agreement, the Authority’s interest in the Facilities, and the lease of the Facilities to the City, including but not limited to payment of all fees, costs, and expenses and all administrative costs of the Authority related to the Bonds and the Facilities, including without limiting the generality of the foregoing, salaries and wages of employees, all expenses, compensation, and indemnification payable by the Authority to the Trustee under the Trust Agreement, fees of auditors, accountants, attorneys, or architects, and all other necessary administrative costs of the Authority or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Bonds or of the Trust Agreement; but not including in such Additional Payments amounts required to pay the principal of or interest on the Bonds.

Insurance

The Facilities Sublease requires the City to cause to be maintained casualty insurance insuring the Facilities against fire, lightning, and all other risks covered by an extended coverage endorsement in an amount equal to the lesser of 100% of the replacement cost of the Facilities or 100% of the outstanding principal amount of the Bonds, the 2013 Bonds, and any Additional Bonds. The City may, subject to the restrictions contained in the Facilities Sublease, self-insure against such risks. The Facilities Sublease does not require that insurance be maintained for earthquake or flood risks.

The Facilities Sublease requires the City to cause to be maintained, throughout the term of the Facilities Sublease, rental interruption insurance to cover the Authority’s loss, total or partial, of Base Rental Payments resulting from the loss, total or partial, of the use of any part of the Facilities as a result of any of the hazards covered by the insurance described in the preceding paragraph, in an amount sufficient at all times to pay maximum annual Base Rental Payments for any two year period.

The City is also required to obtain certain public liability and property damage insurance coverage in protection of the Authority and the City and worker’s compensation insurance.

See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Facilities Sublease,” for additional information regarding the insurance requirements contained in the Facilities Sublease.

No Debt Service Reserve Fund

The Bonds are not secured by a debt service reserve fund.

Parity Bonds

The Bonds and the 2013 Bonds are, and any Additional Bonds will be, payable on a parity basis from Base Rental Payments under the Facilities Sublease. Payment of the principal, interest, and redemption premium, if any, with respect to the Bonds and the 2013 Bonds are, and any Additional Bonds will be, payable from the Revenues and secured by a pledge of and charge and lien upon the Revenues on a parity basis, as provided in the Trust Agreement. See also, “– Additional Bonds” below.

Additional Bonds

The Authority may at any time issue Additional Bonds payable from the Revenues and secured by a pledge of and charge and lien upon the Revenues as provided in the Trust Agreement equal to the pledge, charge, and lien securing the Outstanding Bonds and 2013 Bonds theretofore issued under the Trust Agreement, subject to, among other things, the following specific conditions:

1. The Authority shall be in compliance with all agreements and covenants contained in the Trust Agreement and no Event of Default shall have occurred and be continuing.
2. The Supplemental Trust Agreement shall require that the proceeds of the sale of such Additional Bonds shall be applied to finance or refinance Projects, or for the refunding or repayment of 2013 Bonds, Bonds, or Additional Bonds then Outstanding, including the payment of costs and expenses of, and incident to, the authorization and sale of such Additional Bonds.
3. The aggregate principal amount of 2013 Bonds, Bonds, and Additional Bonds issued and at any time Outstanding under the Trust Agreement shall not exceed any limit imposed by law, by the Trust Agreement or by any Supplemental Trust Agreement.
4. The Facilities Sublease shall have been amended, if necessary, so that the Base Rental Payments payable by the City thereunder in each fiscal year shall at least equal Debt Service, including Debt Service on the Additional Bonds, in each fiscal year, and if Base Rental Payments are being increased, a Certificate of the City shall be delivered to the Trustee certifying that the annual fair rental value (which may be based on, but not limited to, the construction or acquisition cost or replacement cost of such facility to the City) will be at least equal to 100% of the maximum amount of Base Rental Payments becoming due in the then current fiscal year or in any subsequent fiscal year.
5. If additional facilities, if any, are to be leased and are not situated on property described in the Facilities Lease and the Facilities Sublease, (A) the Facilities Lease shall have been amended so as to lease to the Authority such additional real property; and (B) the Facilities Sublease shall have been amended so as to lease to the City such additional real property.

The Bonds will be issued in accordance with the foregoing provisions.

See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Trust Agreement.”

Addition, Substitution, or Release of Facilities

The City and the Authority may add, substitute, or release real property for all or part of, or may release part of, the Facilities for purposes of the Facilities Lease and the Facilities Sublease, but only after the City has filed with the Authority and the Trustee, with copies to each rating agency then providing a rating for the Bonds, all of the following:

1. Executed copies of the Facilities Lease and the Facilities Sublease and any amendments thereto containing the amended description of the Facilities, including the legal description of any real property component of the Facilities as modified, if necessary.
2. A Written Certificate of the City, certifying that the annual fair rental value (which may be based on, but not limited to, the construction or acquisition cost or replacement cost of such facility to the City) of the Facilities that will constitute the Facilities after such addition, substitution, or withdrawal

will be at least equal to 100% of the maximum amount of Base Rental Payments becoming due in the then current fiscal year or in any subsequent fiscal year. At the sole discretion of the City, in the alternative, in the event of a substitution only, the Written Certificate of the City will certify that the annual fair rental value of the new Facility is at least equal to that of the substituted Facility.

3. With respect to an addition or substitution of property, a leasehold owner's title insurance policy or policies or a commitment for such policy or policies or an amendment or endorsement to an existing title insurance policy or policies resulting in title insurance with respect to the Facilities after such addition or substitution in an amount at least equal to the aggregate principal amount of Bonds Outstanding; each such insurance instrument, when issued, shall name the Trustee as the insured, and shall insure the leasehold estate of the Authority in such property subject only to such exceptions as do not substantially interfere with the City's right to use and occupy such property and as will not result in an abatement of Base Rental Payments payable by the City under the Facilities Sublease.

4. A Written Certificate of the City stating that such addition, substitution or withdrawal, as applicable, does not adversely affect the City's use and occupancy of the Facilities.

5. With respect to the substitution of property, a Written Certificate of the City stating that the useful life of the property to be substituted is at least equal to the useful life of the property being released.

6. An opinion of bond counsel stating that any amendment executed in connection with such addition, substitution or withdrawal, as the case may be, (A) is authorized or permitted under the Facilities Sublease; (B) will, upon the execution and delivery thereof, be valid and binding upon the Authority and the City; and (C) will not cause the interest on the Bonds to be included in gross income for federal income tax purposes.

The Facilities or portion thereof for which other real property is substituted, pursuant to the Facilities Sublease, shall be released from the Facilities Lease and the Facilities Sublease, and shall no longer be encumbered thereby or by the Trust Agreement at such time as the City shall have caused said substitution.

Investment of Moneys

Amounts on deposit in any fund or account held pursuant to the Trust Agreement will be invested in Permitted Investments, subject to the conditions provided for in the Trust Agreement. All investment earnings on moneys on deposit in the Rebate Fund shall be retained therein and all investment earnings on moneys on deposit in any other fund or account held under the Trust Agreement will be transferred to the Revenue Fund, subject to the obligation of the City and/or the Authority to rebate certain amounts to the United States government as required under the Internal Revenue Code of 1986, as amended. See "APPENDIX A – Summary of Certain Provisions of Principal Legal Documents – Trust Agreement."

The Facilities

Lease payments will be made by the City under the Facilities Lease for the use and occupancy of the Facilities, which consist of the following:

City Hall



City Hall is comprised of an approximately 56,800 square foot building constructed in 1991, located on approximately 3.33 acres at 14177 Frederick Street in the City. City Hall includes all of the managerial departments of the City, the City Council chambers and the City Council Members' offices. For purposes of the Facilities Sublease, the City has ascribed a value to the City Hall of \$9,165,694. The City Hall building is a two-story tilt-up construction office building for public access including offices for City Council and City staff, plus general administration for the following departments: City Manager, City Clerk, Community Development, Planning, Economic Development, Finance, City Attorney, Parks and Recreation, Public Works, and Technical Services.

Public Safety Building/Emergency Operations Center



The City's Public Safety Building ("PSB") was constructed in 1999 and expanded in 2007, and is located at on approximately 3.31 acres at 22850 Calle San Juan De los Lagos in the City. The Emergency Operations Center ("EOC") was completed in 2012 and is located adjacent to the PSB. For purposes of the Facilities Sublease, the City has ascribed a combined value to the PSB and EOC of \$10,148,167. The PSB and EOC are single story tilt-up construction buildings comprised of approximately 45,900 square feet and 8,492 square feet, respectively. Each building was constructed to "critical facilities" standards. The PSB and EOC are the primary location for the City police services and City fire administration.

Morrison Park Fire Station No. 99



Morrison Park Fire Station No. 99 comprises 1.44 acres and includes a 10,348 square foot facility located at 13400 Morrison Street. The City has determined that the total cost of construction for this new facility, together with the value of the associated land parcel, is \$5,165,517. The Morrison Park Fire Station No. 99 is a two-bay fire station that houses one paramedic engine company and is home to the City's two Battalion Chiefs. Firefighters assigned to Morrison Park Fire Station No. 99 are expected to respond to an estimated 2,200 calls annually. Morrison Park Fire Station No. 99 was dedicated on October 24, 2012.

Sunnymead Park



Sunnymead Park comprises 16 acres located at 12655 Perris Boulevard. For purposes of the Facilities Sublease, the City has ascribed a value to Sunnymead Park of \$10,259,792. Sunnymead Park is the largest community park in the City and is located in a commercial center along a major thoroughfare. Sunnymead Park contains several amenities and improvements for the use and enjoyment of the City's

residents, including four lighted baseball diamonds, playground equipment, picnic shelters, and restroom facilities, as well as concession and maintenance buildings. Sunnymead Park was dedicated on February 21, 1988.

Woodland Park



Woodland Park comprises 9.11 acres located at 25705 Cactus Avenue. For purposes of the Facilities Sublease, the City ascribes a value to Woodland Park of \$3,043,663. Woodland Park is located in a residential section of the City that benefits from the use of the space and ancillary athletic facilities on the property. Woodland Park contains several amenities and improvements for the use and enjoyment of the City's residents, including four lighted tennis courts, four lighted basketball courts, one lighted baseball diamond, playground equipment, picnic shelters, and restroom facilities. The Woodland Park was dedicated on November 1, 1989.

John F. Kennedy Veterans Memorial Park



John F. Kennedy Veterans Memorial Park comprises 7.69 acres located at 15115 Indian Street in the City. For purposes of the Facilities Sublease, the City has ascribed a value to the John F. Kennedy Veterans Memorial Park of \$2,769,953. John F. Kennedy Veterans Memorial Park is located in a residential section of the City that benefits from the diverse amenities provided by the park. Among the improvements included in John F. Kennedy Veterans Memorial Park are four lighted tennis courts, one lighted baseball diamond, playground equipment, picnic shelters, and restroom facilities. John F. Kennedy Veterans Memorial Park was dedicated on November 11, 1985.

The City's Parks and Community Services Department operates five facilities located at the various parks throughout the City, including Sunnymead Park and the John F. Kennedy Veterans Memorial Park, including a conference center, a senior center, and two community centers, which facilities provide 79 youth programs, 88 Senior programs, and 31 adult programs, which serve an estimated 417,180 City youths and adults annually for baseball, softball, and soccer play. The Parks and Community Services Department also hosts activities for 38 school sites and assists the City's nonprofit

sports organizations in hosting regional and national sports tournaments, resulting in a positive economic impact to City businesses. The value that the City’s parks and recreation facilities bring to the local community has been repeatedly recognized. The Press-Enterprise newspaper previously rated the City “Number One in Riverside County for Family Recreation”. The City was the recipient of the 2005 California Parks and Recreation Society Award for “Facility Design and Park Planning” for the Moreno Valley Conference and Recreation Center and in 1997 the City earned the Southern California Municipal Athletic Federation’s “Gold Shield Award” for providing outstanding leadership. The City remains committed sustained community participation and use of facilities throughout the park system.

In connection with the issuance of the Bonds, the City will certify that the annual fair rental value of the Facilities is at least equal to the annual Lease Payments.

The table below describes certain attributes of the Facilities:

Table 15
City of Moreno Valley
Description of Facilities

Leased Asset	Description	Land Area	Building Size	Address	Asset Value
City Hall	City Hall includes all of the managerial departments of the City, the City Council chambers and the City Council Members' offices. The City Hall building is a two-story tilt-up construction office building for public access.	3.33 acres	56,800 square feet	14177 Frederick Street	\$9,165,694
Public Safety Building/ Emergency Operations Center	The PSB and the EOC were constructed to “critical facilities” standards and serve as the primary locations for the City police services and City fire administration.	3.31 acres	45,900 square feet for the PSB and 8,492 square feet for the EOC	22850 Calle San Juan De los Lagos	\$10,148,167
Morrison Park Fire Station No. 99	Fire station with two engine bays that houses one paramedic engine company and the City’s two Battalion Chiefs.	1.44 acres	10,348 square feet	13400 Morrison Street	\$5,165,517
Sunnymead Park	Community park located in a commercial center, improved with 4 lighted baseball diamonds, playground equipment, picnic shelters, restroom facilities, as well as concession and maintenance buildings.	16 acres	Limited (restroom, concessions, maintenance, and lighted athletic facilities)	12655 Perris Boulevard	\$10,259,792
Woodland Park	Community park located in a residential area, improved with four lighted tennis courts, four lighted basketball courts, one lighted baseball diamond, playground equipment, picnic shelters, and restroom facilities	9.11 acres	Limited (restrooms and lighted athletic facilities)	25705 Cactus Avenue	\$3,043,663
John F. Kennedy Veterans Memorial Park	Community park located in residential area, improved with four lighted tennis courts, one lighted baseball diamond, playground equipment, picnic shelters, and restroom facilities	7.69 acres	Limited (restroom and lighted athletic facilities)	15115 Indian Street	\$2,769,953
Total Value					\$40,552,786

Source: City.

RISK FACTORS

Investment in the Bonds involves risks that may not be appropriate for certain investors. The following is a discussion of certain risk factors that should be considered, in addition to other matters set forth herein, in evaluating the Bonds for investment. The information set forth below does not purport to be an exhaustive listing of the risks and other considerations that may be relevant to an investment in the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

Bonds are Limited Obligations

The Bonds are limited obligations of the Authority payable solely from and secured solely by the Base Rental Payments and amounts held in certain funds and accounts established under the Trust Agreement. Neither the full faith and credit nor the taxing power of City, the County of Riverside (the “County”), the State, or any political subdivision of the State is pledged to the payment of the Bonds. The Authority has no taxing power. The obligation of the City to make Base Rental Payments under the Facilities Sublease does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. Neither the Bonds nor the obligation of the City to make Base Rental Payments constitutes an indebtedness of the Authority, the City, the County, the State, or any political subdivision of the State, within the meaning of any constitutional or statutory debt limitation or restriction.

Availability of Moneys for Base Rental Payments

Although the Facilities Sublease does not create a pledge, lien or encumbrance upon the funds of the City, the City is obligated under the Facilities Sublease to pay the Base Rental Payments and Additional Payments from any source of legally available funds and the City has covenanted in the Facilities Sublease that it will take such action as may be necessary to include all rental payments due under the Facilities Sublease in its annual budgets and to make necessary annual appropriations for all such rental payments. The City is currently liable and will become liable on other obligations payable from general fund revenues, some of which may have a priority over payments to be made under the Facilities Sublease.

The City has the capacity to enter into other obligations which may constitute additional charges against its revenues. To the extent that additional obligations are incurred by the City, the funds available to make Base Rental Payments may be decreased. In the event the City’s revenue sources are less than its total obligations, the City could choose to fund other activities before making Base Rental Payments and other payments due under the Facilities Sublease.

See also “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIII B of the California Constitution: Limits on Appropriations” and “APPENDIX C – City of Moreno Valley Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2013.”

No Debt Service Reserve Fund

The Bonds are not secured by a debt service reserve fund.

Limited Recourse on Default

If the City defaults on its obligations to make Base Rental Payments with respect to the Facilities, the Trustee has the right to re-enter and re-let the Facilities. In the event such re-letting occurs, the City would be liable for any deficiency in Base Rental Payments that results therefrom. Alternatively, the Trustee may terminate the Facilities Sublease with respect to the Facilities and proceed against the City to recover damages pursuant to the Facilities Sublease. See “RISK FACTORS – Abatement” below. See also “APPENDIX A – Summary of Certain Provisions of Principal Legal Documents – Facilities Lease.”

Due to the governmental purpose of the Facilities, the Facilities Lease, and the Facilities Sublease, it is uncertain whether a court would permit the exercise of the remedies of repossession and re-letting of the Facilities, and no assurance can be given that the Trustee would be able to re-let the Facilities so as to provide rental income sufficient to make principal and interest payments with respect to the Bonds in a timely manner. In addition, the Trustee is not empowered to sell the fee interest in the Facilities for the benefit of the Owners of the Bonds. Any suit for money damages would be subject to limitations on legal remedies against cities in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. Moreover, there can be no assurance that such re-letting, if successful, would not adversely affect the exclusion of any interest on the Bonds from federal or state income taxation.

Abatement

Base Rental Payments and Additional Payments are paid by the City in each rental period for and in consideration of the right to use and occupy the Facilities during each such period. Pursuant to the Facilities Sublease, during any period in which, by reason of material damage to, or destruction or condemnation of, the Facilities, or any defect in title to the Facilities, there is substantial interference with the City’s right to use and occupy any portion of the Facilities, rental payments due under the Facilities Sublease will be abated proportionately. Such abatement will continue for the period commencing on the date of such interference resulting from such damage, destruction, condemnation, or title defect, and ending, with respect to damage to or destruction of the Facilities, upon the substantial completion of the work of repair or replacement of the Facilities, or portion thereof, so damaged or destroyed.

In the event that such portion of the Facilities, if damaged or destroyed by an insured casualty, could not be replaced during the period of time in which proceeds of the City’s rental interruption insurance will be available in lieu of Base Rental Payments, plus the period for which funds are available from funds and accounts established under the Trust Agreement, or in the event that casualty insurance proceeds are insufficient to provide for complete repair or replacement of such portion of the Facilities or prepayment of the Bonds, there could be insufficient funds to make payments to Owners in full.

In the event of any such substantial interference, the Facilities Sublease continues in full force and effect, and the City waives any right to terminate the Facilities Sublease by virtue of such substantial interference. The Trustee cannot terminate the Facilities Sublease in the event of such substantial interference. Abatement of Base Rental Payments and Additional Payments is not an event of default under the Facilities Sublease and the Trustee is not permitted in such event to take any action or avail itself of any remedy against the City. See “APPENDIX A – Summary of Certain Provisions of the Principal Legal Documents – Facilities Sublease – Rental Abatement.”

No Acceleration Upon Default

If the City defaults on its obligation to make Base Rental Payments, there is no available remedy of acceleration of the total Base Rental Payments due over the term of the Facilities Sublease. The City

will only be liable for Base Rental Payments on an annual basis, and the Trustee would be required to seek a separate judgment in each fiscal year for that fiscal year's rental payments.

Seismic Activity

The Facilities Sublease does not require the City to maintain earthquake insurance on the Facilities. The City area, however, along with much of the State, shares a history of seismic activity and is thus listed as a "Zone 4" earthquake area in the Uniform Building Code. A Zone 4 designation has the most restrictive design requirements for new construction. The City standards for development, to which the components of the Facilities were subject, have been designed to reduce the risk to the public and adequately mitigate seismic hazards.

The City lies primarily on bedrock known as the Perris Block, a large mass of granitic rock generally bounded by the San Jacinto Fault, the Elsinore Fault, the Santa Ana River, and a non-defined southeast boundary. The San Jacinto Fault is an active fault, and an Alquist-Priolo Special Fault Zone has been established for the San Jacinto Fault. Activity along the San Jacinto Fault or another proximate fault could potentially result in damage to the buildings, roads, bridges, and property within the City, including the Facilities.

Notwithstanding the development standards discussed above, which have been implemented to mitigate the potential damage from seismic activity in the area of the City, if a major earthquake were to occur within or near the City, the Facilities may suffer substantial damage or destruction, which could result in abatement of the Base Rental Payments and, in turn, a default in the payment of principal of and interest on the Bonds.

Flood Zone

The Facilities are located in a flood insurance rate zone designated by the Federal Emergency Management Agency ("FEMA") as "Zone X." According to FEMA, Zones B, C, and X refer to flood insurance rate zones that are not within the 100-year floodplain and are therefore not considered to pose a flood hazard. Consequently, no flood insurance has been or will be obtained by the City with respect to the Facilities. The term "100-year flood" refers to the flood elevation that has a one percent chance of being equaled or exceeded in any given year. A base flood may also be referred to as a "100-year storm" and the area inundated during the base flood is sometimes called the "100-year floodplain." The 100-year flood, which is the standard used by most federal and state agencies, is used by the National Flood Insurance Program as the standard for floodplain management and to determine the need for flood insurance.

Bankruptcy

In addition to the limitation on remedies contained in the Trust Agreement, the rights and remedies provided in the Trust Agreement and the Facilities Sublease may be limited by and are subject to the provisions of federal bankruptcy laws and to other laws or equitable principles that may affect the enforcement of creditors' rights. Under Chapter 9 of the Bankruptcy Code (Title 11, United States Code), which governs the bankruptcy proceedings for public agencies such as the City, there are no involuntary petitions in bankruptcy. Bankruptcy proceedings, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy proceedings or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

Loss of Tax Exemption

As discussed under the heading “TAX MATTERS,” interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the Facilities Sublease or of the Authority in violation of its covenants in the Trust Agreement. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Trust Agreement.

Limited Secondary Market

There can be no assurance that there will ever be a secondary market for purchase or sale of the Bonds, and from time to time there may be no market for them, depending upon prevailing market conditions and the financial condition or market position of firms who may comprise the secondary market. Although the City has covenanted to provide continuing secondary market disclosure in accordance with the provisions of and during the periods required by its Continuing Disclosure Certificate, including certain financial and operating information, there can be no assurance that such information will be available to Owners on a timely basis. (See “CONTINUING DISCLOSURE.”) The failure to provide the required annual disclosure information does not give rise to monetary damages, but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, secondary market prices for issues depend upon the then prevailing circumstances. Such prices could be substantially different from the original purchase price of the issue.

State Budget

Despite its recent gradual and broadening economic recovery, the State of California is still experiencing significant financial and budgetary stress due to national and statewide economic conditions and other factors over which the City has no control. The State’s financial condition and budget policies affect communities and local public agencies throughout California, including the City. To the extent that the State budget process results in reduced revenues to the City, the City will be required to make adjustments to its budget.

Information on Current State Budget. Certain information about the State budgeting process and the State Budget is available through several State of California sources. A convenient source of information is the State’s website, where recent official statements for State bonds are posted. *The references to internet websites shown below are shown for reference and convenience only; the information contained within the websites has not been reviewed by the City or the Authority and is not incorporated in this Official Statement by reference.*

The California State Treasurer’s Internet home page at www.treasurer.ca.gov, under the heading “Financial Information,” posts the State’s audited financial statements. In addition, the “Financial Information” section includes the State’s filings required by Rule 15c2-12(b)(5), as amended, adopted by the Securities and Exchange Commission in compliance with the Securities and Exchange of 1934 (the “Rule”) for State bond issues. The “Financial Information” section also includes the “Overview of the State Economy and Government, State Finances, State Indebtedness, Litigation” from the State’s most current Official Statement, which discusses the State budget and its impact on local governments.

The California Department of Finance’s Internet home page at www.dof.ca.gov, under the heading “California Budget,” includes the text of proposed and adopted State Budgets. The State Legislative Analyst’s Office the (“LAO”) prepares analyses of the proposed and adopted State budgets.

The analyses are accessible on the Legislative Analyst's Internet home page at www.lao.ca.gov under the heading "Products."

2014-15 State Budget. The California Legislature authorized the adoption of the budget for fiscal year 2014-15 (the "2014-15 State Budget") on June 20, 2014. The 2014-15 State Budget includes a multi-year plan that is balanced, establishes a rainy day fund, addresses the CalSTRS unfunded liabilities, and pays down a substantial portion of budgetary debt from past years. State General Fund revenues and transfers for fiscal year 2014-15 are projected at \$105.5 billion, an increase of \$3.3 billion (or 3.2%) compared with revised estimates for fiscal year 2013-14. General Fund expenditures for fiscal year 2014-15 are projected at \$108.0 billion, an increase of \$7.3 billion (or 7.2%) compared with revised estimates for fiscal year 2013-14. The projected excess of expenditures over revenues and transfers is due in part to the budgetary accounting treatment of the Budget Stabilization Account ("BSA") transfer, described in the next paragraph, and to the significant amount of expenditures to pay down "wall of debt" liabilities.

For the first time since the 2007-08 fiscal year, full funding of the BSA will occur during fiscal year 2014-15. Pursuant to Proposition 58 approved by voters in 2004 ("Proposition 58"), the State will set aside 3% of estimated General Fund revenues, estimated at approximately \$3.2 billion, in the BSA. Under Proposition 58, half of this amount will remain in the BSA, and half will be transferred to a redemption account to retire the Economic Recovery Bonds (one of the components of the "wall of debt"). Under the State's budgeting procedures (and included in the figures in the previous paragraph), the \$1.6 billion transferred to the BSA for "rainy day" purposes will be reflected as a reduction of revenues and transfers, while the \$1.6 billion used to retire the Economic Recovery Bonds will be reflected as an expenditure of General Fund resources.

The 2014-15 Budget has the following other major components:

- *Proposition 98 (K-14 Funding)* – proposes funding of \$60.9 billion for fiscal year 2014-15, of which \$44.5 billion is from the General Fund. When combined with General Fund increases of \$4.9 billion in fiscal years 2012-13 and 2013-14, the 2014-15 Budget includes a \$10.3 billion increase in the General Fund investment in K-14 education compared to the fiscal year 2013-14 budget. The Budget also repays \$5.1 billion in school budgetary deferrals in fiscal year 2014-15, and includes a "trigger" mechanism that will appropriate any additional Proposition 98 resources attributable to the 2013-14 and 2014-15 fiscal years for the purpose of retiring up to \$1 billion of the remaining deferral balance, if State revenues rise higher than anticipated in the 2014-15 Budget.
- *Higher Education* – proposes total State funding of \$13.0 billion for all major segments of Higher Education, including \$12.6 billion from the General Fund (both non-Proposition 98 and Proposition 98), an increase of \$1.2 billion General Fund from revised estimates for fiscal year 2013-14. The remaining funds include special and bond funds.
- *Health and Human Services* – proposes \$49.0 billion, including \$29.7 billion General Fund and \$19.4 billion from special funds, for these programs.
- *Implementation of the Affordable Care Act* – proposes \$14.5 billion, including \$477.7 million from the General Fund, to implement federal health care reform, which started in January 2014, and will provide coverage to millions of Californians.
- *Prison Funding* – includes total state funding of \$12.0 billion, including \$9.6 billion from the General Fund and \$2.4 billion from special funds, for the Department of Corrections and Rehabilitation and other related programs.

- *Redevelopment Agency Dissolution Savings* – includes Proposition 98 General Fund savings of \$1.1 billion in fiscal year 2013-14 and \$811 million in fiscal year 2014-15. This reflects the receipt of a like amount of property tax revenues in each fiscal year by K-12 schools and community colleges.
- *Payment of Interest on Unemployment Insurance Fund Debt* – includes \$218.5 million from the General Fund to make the 2014 interest payment on the outstanding loan from the federal unemployment account. Interest will continue to accrue and be payable annually until the principal on the loan is repaid. The principal amount of the federal loan is projected to be \$8.8 billion at the end of calendar year 2014 compared to \$9.7 billion at the end of 2013.
- *Cash Management* – Cash flow needs will be managed through internal and external borrowing. The 2014-15 Budget projects the need for \$2.8 billion in revenue anticipation notes, compared with \$5.5 billion in fiscal year 2013-14.
- *Reserve Policy* – the 2014-15 Budget includes a constitutional amendment to appear on the November 2014 ballot which would significantly amend the existing rainy day fund deposit requirements into the BSA established by Proposition 58.
- *“Trigger” Mechanism for Additional General Fund Expenditures* – includes provisions that would require, if state revenues rise higher than anticipated in the 2014-15 Budget, further reducing or eliminating the remaining \$1 billion in school deferrals and \$800 million in local government mandate claims. Additional provisions would have required \$200 million in deferred maintenance expenditures for state buildings, the University of California, and the California State University, if 2013-14 property taxes had been higher than anticipated (and therefore, would have offset state K-14 Proposition 98 costs). However, these property taxes have recently been certified at a level that is not higher than anticipated in the 2014-15 Budget. As a result, the additional \$200 million in deferred maintenance expenditures are not required. The property tax amount was certified at approximately \$73 million lower than anticipated and therefore requires an additional \$73 million from the General Fund to cover Proposition 98 costs. Final certification for 2013-14 property taxes will be made in February 2015.
- *Paying Down Debts and Liabilities* – the 2014-15 Budget reduces more than \$10 billion of debts, deferrals, and budgetary obligations accumulated over the prior decade comprising the “wall of debt” by paying down the deferral of payments to schools by \$5 billion, paying off the Economic Recovery Bonds, repaying various special fund loans and funding \$100 million in mandate claims that have been owed to local governments since 2004 or longer.
- *Shoring Up Teacher Pensions* – the 2014-15 Budget sets forth a plan of shared responsibility among the state, school districts and teachers to eliminate the current unfunded liability in CalSTRS (the pension system for public school teachers in the State) in approximately 30 years. Barring state action, CalSTRS was expected to run out of money in 33 years. The first year’s contributions from each of the state, school districts and teachers are modest, totaling about \$275 million (\$59.1 million General Fund). The contributions will increase in subsequent years, reaching more than \$5 billion annually in total funds (approximately \$900 million General Fund) when the rates are fully phased in for all parties by fiscal year 2020-21.

The execution of the 2014-15 State Budget may be affected by numerous factors, including but not limited to: (i) shifts of costs from the federal government to the State, (ii) national, State and

international economic conditions, (iii) litigation risk associated with spending reductions, including the elimination of redevelopment agencies, (iv) rising health care costs (v) large unfunded liabilities for retired State employee's pensions and healthcare, (vi) deferred maintenance of State's critical infrastructure and (vii) other factors, all or any of which could cause the revenue and spending projections made in 2014-15 State Budget to be unattainable. The City cannot predict the impact that the 2014-15 State Budget, or subsequent budgets, will have on its own finances and operations. Additionally, the City cannot predict the accuracy of any projections made in the State's 2014-15 State Budget.

The complete 2014-15 State Budget is available from the California Department of Finance website at www.dof.ca.gov. The City can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness, or timeliness of information posted there, and such information is not incorporated in this Official Statement by such reference. The information referred to above should not be relied upon in making an investment decision with respect to the Bonds.

Future State Budgets. The City cannot predict what actions will be taken in future years by the State Legislature and the Governor to address the State's current or future budget deficits. Future State budgets will be affected by national and state economic conditions and other factors over which the City has no control. To the extent that the State budget process results in reduced revenues to the City, the City will be required to make adjustments to its budget. Decrease in such revenues may have an adverse impact on the City's ability to pay Base Rental Payments.

Economic, Political, Social, and Environmental Conditions

Prospective investors are encouraged to evaluate current and prospective economic, political, social, and environmental conditions as part of an informed investment decision. Changes in economic, political, social, or environmental conditions on a local, state, federal, or international level may adversely affect investment risk generally. Such conditional changes may include (but are not limited to) the reduction or elimination of previously available State of federal revenues, fluctuations in business production, consumer prices, or financial markets, unemployment rates, technological advancements, shortages or surpluses in natural resources or energy supplies, changes in law, social unrest, fluctuations in the crime rate, political conflict, acts of war or terrorism, environmental damage and natural disasters.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

Article XIII A of the California Constitution

Section 1(a) of Article XIII A of the California Constitution ("Article XIII A") limits the maximum *ad valorem* tax on real property to one percent (1%) of full cash value (as defined in Section 2 of Article XIII A), to be collected by each county and apportioned among the county and other public agencies and funds according to law. Section 1(b) of Article XIII A provides that the 1% limitation does not apply to *ad valorem* taxes to pay interest or redemption charges on (a) indebtedness approved by the voters prior to July 1, 1978, (b) any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition, or (c) bonded indebtedness incurred by a school district or a community college district for the construction, reconstruction, rehabilitation, or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. Section 2 of Article XIII A defines "full cash value" to mean "the County Assessor's valuation of real property as shown on the 1975/76 tax bill under full cash value or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." The full cash value may be adjusted

annually to reflect inflation at a rate not to exceed 2% per year or to reflect a reduction in the consumer price index or comparable data for the area under the taxing jurisdiction, or reduced in the event of declining property values caused by substantial damage, destruction, or other factors.

Legislation enacted by the State Legislature to implement Article XIII A provides that notwithstanding any other law, local agencies may not levy any *ad valorem* property tax that exceeds the 1% limitation imposed by Article XIII A except to pay debt service on indebtedness approved by the voters as described above. In addition, legislation enacted by the State Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. Prior to fiscal year 1981-82, assessed valuations were reported at 25% of the full value of the property. In conformity with this procedure, all taxable property value included in this Official Statement (except as noted) is shown at 100% of assessed value and all general tax rates reflect the \$1 per \$100 of taxable value. Tax rates for voter-approved bonded indebtedness and pension liability are also applied to 100% of assessed value.

In the June 1990 election, the voters of the State approved amendments to Article XIII A permitting the State Legislature to extend the replacement dwelling provisions applicable to persons over 55 to severely disabled homeowners for a replacement dwelling purchased or newly constructed on or after June 5, 1990, and to exclude from the definition of “new construction” triggering reassessment improvements to certain dwellings for the purpose of making the dwelling more accessible to severely disabled persons. In the November 1990 election, the voters of the State approved an amendment of Article XIII A to permit the State Legislature to exclude from the definition of “new construction” seismic retrofitting improvements or improvements utilizing earthquake hazard mitigation technologies constructed or installed in existing buildings after November 6, 1990. Since 1990, the voters have approved several other minor exemptions from the reassessment provisions of Article XIII A.

Future assessed valuation growth allowed under Article XIII A (new construction, change of ownership, 2% annual value growth) will be allocated among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the growth of revenue from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation the following year. Article XIII A effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

Article XIII B of the California Constitution

On November 6, 1979, California voters approved Proposition 4, the so-called Gann Initiative, which added Article XIII B to the California Constitution (“Article XIII B”). Article XIII B of the California Constitution limits the annual appropriations of the State and of any city, county, school district, authority, or other political subdivision of the State to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population and cost of services rendered by the governmental entity. The “base year” for establishing such appropriation limit is fiscal year 1978-79. Increases in appropriations by a governmental entity are also permitted (i) if financial responsibility for providing services is transferred to the governmental entity or (ii) for emergencies so long as the appropriations limits for the three years following the emergency are reduced to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations of an entity of local government subject to Article XIII B include generally any authorization to expend during the fiscal year the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds. Appropriations subject to limitation

pursuant to Article XIII B do not include debt service on indebtedness existing or legally authorized as of January 1, 1979, on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to any entity of government from (i) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (ii) the investment of tax revenues, and (iii) certain State subventions received by local governments. Article XIII B includes a requirement that if an entity's revenues in any year exceed the amount permitted to be spent, the excess must be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

Proposition 111

In June 1990, the voters of the State approved Proposition 111 ("Proposition 111"), which amended the method of calculating State and local appropriations limits. As amended in June 1990, the appropriations limit for an entity of local government in each year is based on the limit for the prior year, adjusted annually for changes in the costs of living and changes in population, and adjusted, where applicable, for transfer of financial responsibility of providing services to or from another unit of government. The "change in the cost of living," with respect to an entity of local government other than a school district or a community college district is, at such entity of local government's option, either (A) the change in the California per capita personal income ("CPCPI") from the preceding year, or (B) the change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction, as selected annually by such entity of local government by a recorded vote of such entity's governing body. Previously, the lower of the CPCPI or the United States Consumer Price Index was used. The "change in population" for a local agency for a calendar year for each city and county, means the change in population between January 1 of the next calendar year and January 1 of the calendar year in question, as estimated by the State Department of Finance pursuant to Section 2227 of the California Revenue and Taxation Code, for either (A) within its own jurisdiction, or (B) for a city only, within the county in which the city is located. Previously, a city only could use the change of population within its own jurisdiction. Each city shall select its change in population annually by a recorded vote of the governing body of the City.

As amended by Proposition 111, the appropriations limit is tested over consecutive two-year periods. Any excess of the aggregate "proceeds of taxes" received by the City over such two-year period above the combined appropriations limits for those two years is to be returned to taxpayers by reductions in tax rates or fee schedules over the subsequent two years.

Proposition 111 also recomputed the appropriations limit for the fiscal year by adjusting the fiscal year 1986-87 limit by the CPCPI for the three subsequent years. Proposition 111 also excluded appropriation for "all qualified capital outlay Expansion Projects, as defined by the Legislature" from the definition of "appropriations subject to limitation."

Article XIII B allows voters to approve a temporary waiver of a government's Article XIII B limit. Such a waiver is often referred to as a "Gann limit waiver." The length of any such waiver is limited to four years. The Gann limit waiver does not provide any additional revenues to the City or allow the City to finance additional services.

Base Rental Payments are subject to the Article XIII B appropriations limitations. According to the City's resolution establishing appropriation limits for fiscal year 2010-11, the City calculated its appropriations limit at \$84,193,306. For fiscal year 2011-12, the City calculated its appropriations limit at

\$89,463,807. For fiscal year 2012-13, the City calculated its appropriations limit at \$93,463,807. For fiscal year 2013-14, the City has estimated its appropriation limit to be \$99,825,081. The City's appropriations have never exceeded the limitation on appropriations under Article XIIB of the California Constitution. The impact of the appropriations limit on the City's financial needs in the future is unknown.

Articles XIIC and XIID of the California Constitution

On November 5, 1996, the voters of the State approved Proposition 218 ("Proposition 218"), known as the "Right to Vote on Taxes Act." Proposition 218 added Article XIIC ("Article XIIC") and Article XIID ("Article XIID") to the California Constitution, which contain a number of provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges. The interpretation and application of certain provisions of Proposition 218 will ultimately be determined by the courts with respect to some of the matters discussed below. It is not possible at this time to predict with certainty the future impact of such interpretations. The provisions of Proposition 218, as so interpreted and applied, may affect the City's ability to meet certain obligations.

Article XIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes, even if deposited in a general fund such as the City's General Fund, require a two-thirds vote. Article XIIC further provides that any general purpose tax imposed, extended, or increased, without voter approval, after December 31, 1994, may continue to be imposed only if approved by a majority vote in an election which must be held within two years of November 5, 1996. The City has not so imposed, extended or increased any such taxes which are currently in effect.

Article XIIC also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees and charges, regardless of the date such taxes, assessments, fees and charges were imposed. Article XIIC expands the initiative power to include reducing or repealing assessments, fees and charges, which had previously been considered administrative rather than legislative matters and therefore beyond the initiative power. This extension of the initiative power is not limited by the terms of Article XIIC to fees imposed after November 6, 1996, and absent other legal authority could result in the retroactive reduction in any existing taxes, assessments, or fees and charges. No assurance can be given that the voters of the City will not, in the future, approve initiatives which reduce or repeal, or prohibit the future imposition or increase of, local taxes, assessments, fees or charges currently comprising a substantial part of the City's General Fund. "Assessments," "fees" and "charges" are not defined in Article XIIC, and it is unclear whether these terms are intended to have the same meanings for purposes of Article XIIC as for Article XIID described below. If not, the scope of the initiative power under Article XIIC potentially could include any General Fund local tax, assessment, or fee not received from or imposed by the federal or State government or derived from investment income.

The City does not levy any property related "fees" or "charges" that it considers subject to challenge under Article XIIC.

The voter approval requirements of Proposition 218 reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase such taxes in the future to meet increased expenditure needs.

Article XIID also added several new provisions relating to how local agencies may levy and maintain "assessments" for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that the assessment must confer a "special benefit," as

defined in Article XIID, over and above any general benefits conferred, and (iii) a majority protest procedure which involves the mailing of a notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party. "Assessment" in Article XIID is defined to mean any levy or charge upon real property for a special benefit conferred upon the real property and applies to landscape and maintenance assessments for open space areas, street medians, street lights and parks. The City has followed all of the requirements of Article XIID in connection with the formation of all of its existing landscape and lighting districts through which it has financed open space areas, street medians, street lights and parks, and intends to continue such compliance.

In addition, Article XIID added several provisions affecting "fees" and "charges," defined for purposes of Article XIID to mean "any levy other than an *ad valorem* tax, a special tax, or an assessment, imposed by a [local government] upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service." All new and existing property related fees and charges must conform to requirements prohibiting, among other things, fees and charges which (i) generate revenues exceeding the funds required to provide the property related service, (ii) are used for any purpose other than those for which the fees and charges are imposed, (iii) are for a service not actually used by, or immediately available to, the owner of the property in question, or (iv) are used for general governmental services, including police, fire, ambulance, or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. Depending on the interpretation of what constitutes a "property related fee" under Article XIID, there could be future restrictions on the ability of the City's General Fund to charge its enterprise funds for various services provided. Further, before any property related fee or charge may be imposed or increased, written notice must be given to the record owner of each parcel of land affected by such fee or charge. The City must then hold a hearing upon the proposed imposition or increase, and if written protests against the proposal are presented by a majority of the owners of the identified parcels, the City may not impose or increase the fee or charge. Moreover, except for fees or charges for wastewater, water and refuse collection services, or fees for electrical and gas service, which are not treated as "property related" for purposes of Article XIID, no property related fee or charge may be imposed or increased without majority approval by the property owners subject to the fee or charge or, at the option of the local agency, two-thirds voter approval by the electorate residing in the affected area.

Proposition 62

On November 4, 1986, voters of the State adopted a statutory initiative called Proposition 62 ("Proposition 62"), which (a) requires that any tax for general governmental purposes imposed by local governmental entities be approved by resolution or ordinance adopted by two-thirds vote of the governmental agency's legislative body and by a majority of the electorate of the governmental entity, (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local governmental entity be approved by a two-thirds vote of the voters within the jurisdiction, (c) restricts the use of revenues from a special tax to the purposes or for the service for which the special tax is imposed, (d) prohibits the imposition of *ad valorem* taxes on real property by local governmental entities except as permitted by Article XIII A, (e) prohibits the imposition of transaction taxes and sales taxes on the sale of real property by local governmental entities, and (f) requires that any tax imposed by a local governmental entity on or after August 1, 1985 be ratified by a majority vote of the electorate within two years of the adoption of the initiative or be terminated by November 15, 1988. The requirements imposed by Proposition 62 were generally upheld by the California Supreme Court in Santa Clara County Local Transportation Authority v. Guardino, 11 Cal.4th 220; 45 Cal .Rptr.2d 207 (1995).

Proposition 62 applies to the imposition of any taxes or the effecting of any tax increases after its enactment in 1986, but the requirements of Proposition 62 are subsumed by the requirements of

Proposition 218 for the imposition of any taxes or the effecting of any tax increases after November 5, 1996. See “ – Articles XIII C and XIII D of the California Constitution” above.

The City has not imposed any taxes or effected any tax increases after the enactment of Proposition 62 in 1986 and prior to the effective date of Proposition 218 on November 5, 1996, other than special taxes that were approved by a vote of two-thirds of the applicable electorate.

Proposition 1A

The California Constitution and existing statutes give the State Legislature authority over property taxes, sales taxes, and the vehicle license fee (the “VLF”). The State Legislature has authority to change tax rates, the items subject to taxation, and the distribution of tax revenues among local governments, schools, and community college districts. The State has used this authority for many purposes, including increasing funding for local services, reducing State costs, reducing taxation, addressing concerns regarding funding for particular local governments, and restructuring local finance.

The California Constitution generally requires the State to reimburse the local governments when the State mandates a new local program or higher level of service. Due to the ongoing financial difficulties of the State in recent years, it has not provided reimbursements for many mandated costs. In other cases, the State has suspended mandates, eliminating both responsibility of the local governments for complying with the mandate and the need for State reimbursements.

On November 3, 2004, the voters of the State approved Proposition 1A (“Proposition 1A”), which amended the California Constitution to, among other things, reduce the State Legislature’s authority over local government revenue sources by placing restrictions on the State’s access to local government’s property, sales and VLF revenues. Proposition 1A generally prohibits the shift of property tax revenues from cities, counties and special districts, except to address a “severe state financial hardship,” which must be approved by a two-thirds vote of both houses of the Legislature, and only then if, among other things, such amounts were agreed to be repaid with interest within three years. The measure also (a) protects the property tax backfill of sales tax revenues diverted to pay the State’s economic recovery bonds, and the reinstatement of the sales tax revenues once such bonds are repaid, and (b) protects local agency VLF revenue (or a comparable amount of backfill payments from the State).

If the State reduces the VLF rate below its current level of 0.65 percent of the vehicle value, Proposition 1A requires the State to provide local governments with equal replacement revenues. Proposition 1A provides two significant exceptions to the above restrictions regarding sales and property taxes. First, the State may shift to schools and community colleges up to 8 percent of local government property tax revenues if the Governor proclaims that the shift is needed due to a severe State financial hardship, the legislature approves the shift with a two-thirds vote of both houses and certain other conditions are met. The State must repay local governments for the diversion of their property tax revenues, with interest, within three years. Second, Proposition 1A allows the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county.

Proposition 1A amends the California Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. If the State does not provide funding for the activity that has been determined to be mandated, the requirement on cities, counties or special districts to abide by the mandate would be suspended. In addition, Proposition 1A expands the definition of what constitutes a mandate to encompass State action that transfers to cities, counties and special districts financial responsibility for a required program for which the State previously had complete or partial financial responsibility. This

provision does not apply to mandates relating to schools or community colleges, or to those mandates relating to employee rights.

Proposition 1A restricts the State’s authority to reallocate local tax revenues to address concerns regarding funding for specific local governments or to restructure local government finance. For example the State could not enact measures that changed how local sales tax revenues are allocated to cities and counties. In addition, measures that reallocated property taxes among local governments in a county would require approval by two-thirds of the members of each house of the legislature (rather than a majority vote). As a result, Proposition 1A could result in fewer changes to local government revenues than otherwise would have been the case.

Proposition 22

In November 2010, California voters adopted Proposition 22 (“Proposition 22”), which prohibits the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services and prohibits fuel tax revenues from being loaned for cash–flow or budget balancing purposes to the State General Fund or any other State fund. The City is unable to predict how Proposition 22 will be interpreted, or to what extent the measure will affect the revenues in the general fund of local agencies, although it could eventually provide greater stability in local agency revenues.

Proposition 26

On November 2, 2010, the voters of the State approved Proposition 26 (“Proposition 26”), which revises certain provisions of Articles XIII A and XIII C of the California Constitution. Proposition 26 re-categorizes many State and local fees as taxes, requires local governments to obtain two–thirds voter approval for taxes levied by local governments, and requires the State to obtain the approval of two–thirds of both houses of the State Legislature to approve State laws that increase taxes. Furthermore, pursuant to Proposition 26, any increase in a fee beyond the amount needed to provide the specific service or benefit is deemed to be a tax and the approval thereof will require a two-thirds vote. In addition, for State-imposed charges, any tax or fee adopted after January 1, 2010, with a majority vote which would have required a two-thirds vote if Proposition 26 were effective at the time of such adoption is repealed as of November 2011 absent the re-adoption by the requisite two-thirds vote.

Proposition 26 amends Article XIII C of the State Constitution to state that a “tax” means a levy, charge or exaction of any kind imposed by a local government, except: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government as a result of a violation of law, including late payment fees, fees imposed under administrative citation ordinances, parking violations, etc.; (6) a charge imposed as a condition of property development; or (7) assessments and property related fees imposed in accordance with the provisions of Article XIII D. Fees, charges and payments that are made pursuant to a voluntary contract that are not “imposed by a local government” are not considered taxes and are not covered by Proposition 26.

Proposition 26 applies to any levy, charge or exaction imposed, increased, or extended by local government on or after November 3, 2010. Accordingly, fees adopted prior to that date are not subject to the measure until they are increased or extended or if it is determined that an exemption applies.

If the local government specifies how the funds from a proposed local tax are to be used, the approval will be subject to a two-thirds voter requirement. If the local government does not specify how the funds from a proposed local tax are to be used, the approval will be subject to a 50% voter requirement. Proposed local government fees that are not subject to Proposition 26 are subject to the approval of a majority of the governing body. In general, proposed property charges will be subject to a majority vote of approval by the governing body although certain proposed property charges will also require approval by a majority of property owners.

Future Initiatives

The laws and Constitutional provisions described above were each adopted as measures that qualified for the ballot pursuant to California's constitutional initiative process. From time to time other initiative measures could be adopted, affecting the ability of the City to increase revenues and to increase appropriations.

THE AUTHORITY

The Authority is a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California pursuant to a Joint Exercise of Powers Agreement, dated as of October 28, 1997, by and between the City and the former Community Redevelopment Agency of the City of Moreno Valley. The Authority was created to assist the City in the financing and refinancing of public capital improvements.

The Authority is governed by a five-member Governing Board. There is currently one vacancy on the Board. The current members of the Board, who are also the members of the City Council, are listed below:

<u>Name</u>	<u>Office</u>
Jesse L. Molina	Chair
Victoria Baca	Vice Chair
Richard A. Stewart	Boardmember
George E. Price	Boardmember

The Authority is also served by the officers listed below who, in the case of the Chief Financial Officer and the General Counsel, serve in these capacities by virtue of their duties as Chief Financial Officer and City Attorney, respectively or, in the case of the Authority Secretary, is appointed by the Board and serves at the pleasure of the Board. The officers of the Authority are listed below:

<u>Name</u>	<u>Title</u>
Michelle Dawson	Executive Director
Richard Teichert	Treasurer
Suzanne Bryant	General Counsel
Jane Halstead	Secretary

Neither the Authority nor its board members have any obligations or liability to the Owners of the Bonds with respect to the payment of Base Rental Payments by the City under the Facilities Sublease, or with respect to the performance of the City of other covenants made by it in the Facilities Sublease.

THE CITY

General

The City has a population of over 199,000 and covers approximately 51.5 square miles in the western portion of the County and is located approximately 66 miles east of the City of Los Angeles and approximately 100 miles north of the City of San Diego. The City is situated at the intersection of two heavily-traveled highways, State Route 60 and Interstate 215.

The City was incorporated on December 3, 1984, as a general law city. The City is the second largest city in the County by population. For additional information concerning the City, see below and “APPENDIX B – General Information Concerning the City of Moreno Valley.”

Government

The City operates under a council/manager form of government. The City Council is comprised of five members from five council districts, each serving four-year, overlapping terms. The Mayor is the presiding officer of the City Council and is selected by the members of the City Council. The City Council appoints a City Manager, City Clerk, City Attorney, City Treasurer, and the members of all of the City’s advisory boards and commissions. The City Manager serves as the chief administrative officer of the City.

There is currently one vacancy on the City Council. The current members of the City Council are listed below:

<u>Name</u>	<u>Office</u>
Jesse L. Molina	Mayor
Victoria Baca	Mayor Pro Tem
Richard A. Stewart	Councilmember
George E. Price	Councilmember

The current City officials and their respective titles are listed below:

<u>Name</u>	<u>Title</u>
Michelle Dawson	City Manager
Richard Teichert	Chief Financial Officer
Brooke McKinney	Treasury Operations Division Manager
Suzanne Bryant	City Attorney

Professional Biographies of Selected City Staff

Michelle Dawson is the City Manager of the City and was appointed to that position in May 2013. Ms. Dawson is responsible for the administration of all municipal affairs, including implementation of City Council policy, State laws, and city ordinances. Ms. Dawson has over 23 years of local government experience. She has worked at the City for over 14 years in a variety of leadership positions, including Assistant City Manager, Assistant to the City Manager, and Senior Management Analyst in the public works department, animal services division, and City Manager’s office. She obtained her master’s degree in Public Administration and bachelor’s degree from California State University, San Bernardino.

Richard Teichert is the Chief Financial Officer of the City and was appointed to that position in August 2010. Mr. Teichert previously served as Director of Finance/City Treasurer for the City between 1992 and 1997. Mr. Teichert has over 30 years of experience in municipal government and has held a wide variety of leadership positions in the area of municipal finance, operations, and administration.

During his professional tenure, Mr. Teichert has served as Deputy Executive Director/Treasurer for the Sacramento Public Library Authority, which is a joint powers authority that oversees a 27-branch library system. He has also served as Chief Operations Officer for the Children and Families Commission of Orange County and served for over eight years as Deputy Director of Finance/Operations Director for the Orange County Transportation Authority. He holds a bachelor's degree in business administration and accounting from California State University, Fullerton, and is a Certified Internal Auditor.

Brooke McKinney is the Treasury Operations Division Manager of the City and was appointed to that position in April 2002. Mr. McKinney has over 28 years of experience in municipal government and has held a variety of management positions in finance and administration of city and county government. Mr. McKinney has worked in a variety of management positions in the City's finance department over the past 12 years, including revenue officer, assistant treasurer, and treasury operations manager. Prior to his tenure at the City, Mr. McKinney worked for over 17 years as the Hospital Fiscal Officer at the Riverside County Regional Medical Center. He holds a bachelor's degree in business administration from The Master's College, in Santa Clarita, California.

Suzanne Bryant is the City Attorney of the City and was appointed to that position in July 2013. Ms. Bryant has over 13 years of experience in municipal law and has served as legal counsel for a variety of public entities. She holds a bachelor's degree from St. Mary's College and received her law degree from the University of California, Hastings College of Law.

Municipal Services

The City provides or contracts for many municipal services for its residents, including libraries, parks, recreation, street and storm drain maintenance, and electric utility services. The City contracts with the Riverside County Sheriff's Department (the "Sheriff's Department") for police services. The City contracts with the County for fire protection services, which services are provided by the California Department of Forestry and Fire Protection ("CalFire"). The City's contract with the Sheriff's Department expired on June 30, 2013, and the Sheriff's Department currently is providing police services to the City on a month-to-month basis. City staff is negotiating a new five-year contract with the Sheriff's Department. The current three-year contract between the City and CalFire for fire protection services commenced on July 1, 2013, and expires on June 30, 2016.

Major Employers

The largest employer located in the City is the March Air Reserve Base, which currently employs approximately 8,600 employees, representing approximately 26% of the total City employment. March Air Reserve Base is the home to the Air Force Reserve Command's 4th Air Force Headquarters and the 452nd Air Mobility Wing, the largest air mobility wing of the 4th Air Force. In addition to multiple units of the Air Force Reserve Command, the base supports the Air Mobility Command, Air Combat Command, and Pacific Air Forces, and is home to units from the Army Reserve, Navy Reserve, Marine Corps Reserve, and the California Air National Guard.

Other large employers in the City include the Moreno Valley Unified School District, which employs approximately 3,366 employees, and the Riverside County Regional Medical Center, which employs approximately 2,600. Based on its close proximity to the Counties of Los Angeles, Orange, and San Diego, the City serves as a regional logistics and major distribution hub for many large manufacturers and retail companies, including Skechers USA, Inc., Walgreen Company, Ross Dress for Less, Inc., and Harbor Freight Tools. Several large companies are in the process of constructing distribution sites and fulfillment centers within the City limits, including e-retailer Amazon (NASDAQ symbol: AMZN), Deckers Outdoor Corporation (NASDAQ symbol: DECK), which designs, manufactures and markets

Teva, UGG Australia, and other footwear brands, and Aldi, Inc., which is a European discount grocery retailer chain that has over 8,000 stores worldwide (including over 1,000 stores in the United States). These sites are all well into the construction phase or, as in the case of Amazon, have been recently completed and have commenced operations.

City Budgetary Process

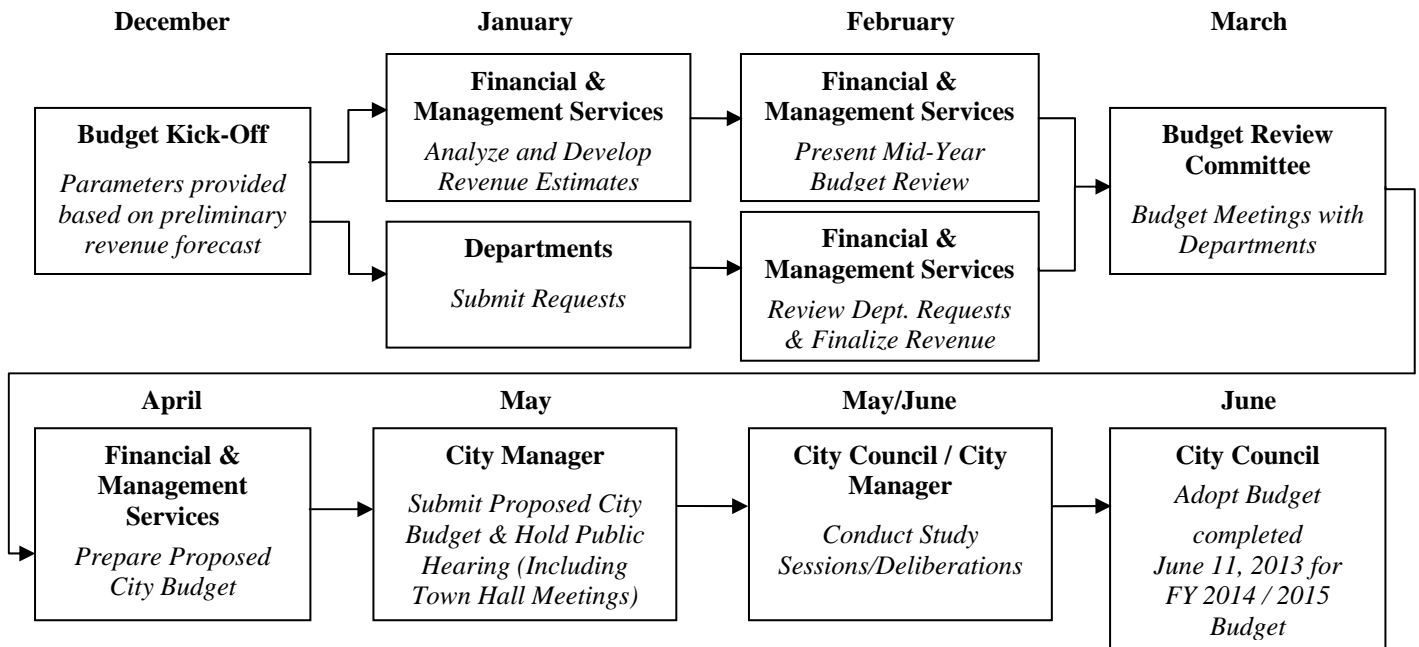
The City currently uses a two-year budget cycle. At such time as the City Manager determines, each department head must furnish to the City Manager an estimate of revenues and expenditures for the department for the ensuing two fiscal years, detailed in such manner as may be prescribed by the City Manager. In preparing the proposed budget, the City Manager reviews the estimates, holds conferences regarding the estimates with the respective department heads, and revises the estimates as the City Manager deems advisable. Prior to June 30 of the applicable fiscal year, the City Manager submits to the City Council a proposed budget for the fiscal year commencing the following July 1. The budget includes proposed expenditures and the means of financing them. Prior to June 30 of the applicable fiscal year, public hearings are conducted to obtain public comments and the budget is legally enacted through the passage of a resolution. The current two-year budget for fiscal years 2013-14 and 2014-15 was approved by the City Council on June 11, 2013.

From the effective date of the budget, the amounts stated as proposed expenditures become appropriated to the several departments, offices and agencies for the objects and purposes named, provided that the City Manager is authorized to transfer budgeted amounts between line items within a department or activity, and between departments and programs within the same fund. All other transfers or amendments require City Council approval. The City Manager and affected department heads are mutually responsible for controlling expenditures within budgeted appropriations. All appropriations lapse at the end of the fiscal year to the extent that they have not been expended or lawfully encumbered. At a public meeting after the adoption of the budget the City Council may amend or supplement the budget by motion adopted by three votes of the City Council. Following the end of the first fiscal year of the two-year budget cycle, the City Manager proposes interim changes, if any, to the City Council in July of such fiscal year.

The City conducts its financial annual audit between August and November each year, and such audit is typically approved by the City Council by December of such year. In recognition of its financial reporting excellence, the Government Finance Officers Association of the United States and Canada (GFOA) has awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for 15 consecutive years.

A summary of the actions taken during the year-long budgetary process are described in the following chart:

CITY BUDGET PROCESS



Source: City.

The Prior Deficit Elimination Plan and the 2014/2015 Budget

Creation of the Deficit Elimination Plan. In March 2011, the City Council adopted a Deficit Elimination Plan (the “DEP”), which outlined a three-year comprehensive approach (fiscal year 2011-12 through fiscal year 2013-14) to resolve the City’s approximately \$14 million structural budget deficit. Pursuant to the DEP, the City intended to balance its general fund budget by fiscal year 2013-14 by implementing significant expenditure reductions and strategically applying reserves, while still maintaining acceptable levels of critical services.

Implementation of DEP During Fiscal Year 2013-14. During the three-year period covered by the DEP, the City permanently eliminated 32 non-public safety employment positions and transferred 47 recreation and community services employment positions to organizations outside the City government. The City also implemented approximately \$5 million of public safety budget reductions, defunded 9.5 fire safety employment positions, and continued a furlough and hours redemption program. Following the adoption of the DEP, the City’s efforts to balance its budget were hindered by several economic factors, including a slower-than-expected recovery from the Great Recession of 2008, increases in public safety and pension costs, and unexpected funding demands for deferred maintenance. By implementing the final stages of the DEP, and by further reducing certain public safety expenditures, the City recently adopted a balanced budget for fiscal years 2013-14 and 2014-15 (the “FY 2013-14/2014-15 Budget”). See “Current City Budget” below.

FY 2013-14/2014-15 Budget. Reductions in general fund expenditures incorporated into the 2014/15 Budget in addition to those proposed in the DEP included, among other things, (i) the

elimination of 30 sworn police positions, which represents an annual savings of approximately \$6 million in fiscal year 2013-14 and approximately \$7.3 million in fiscal year 2014-15, (ii) the elimination of eight fire safety positions and the defunding of one fire truck, which represents an annual savings of approximately \$1.9 million in fiscal year 2013-14 and approximately \$1.4 million in fiscal year 2014-15, and (iii) the elimination of 14 full time, non-safety employment positions, which represents an annual savings of approximately \$1.3 million in fiscal year 2013-14 and approximately \$1 million in fiscal year 2014-15. According to City staff, the FY 2013-14/2014-15 Budget represents the first time that the City has adopted a balanced budget in the past seven years.

FY 2015-16/2016-17 Budget. The City will begin the compilation and preparation process for the next two-year budget cycle, which will cover fiscal years 2015-16 and 2016-17, in January 2015.

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Current City Budget

The following table sets forth the General Fund revenue and expenditure budgetary projections for fiscal year 2014-15, as set forth in the City's FY 2013-14/2014-15 Budget, as amended. Pursuant to the most recent quarterly budget estimates, the City expects to meet its budgetary goals for fiscal year 2014-15.

Table 3
City of Moreno Valley
General Fund Revenue and Expenditure Budgetary Projections
Fiscal Year 2014-15

	Fiscal Year 2014-15 <u>Amended Budget</u>
REVENUES	
Property taxes	\$10,128,900
Property taxes in-lieu	14,265,000
Sales taxes	16,420,000
Utility user's taxes	16,428,000
Other taxes	8,266,100
Licenses and permits	1,519,200
Intergovernmental	235,000
Charges for services	9,584,170
Use of money and property	2,589,600
Fines and forfeitures	646,500
Miscellaneous	<u>505,189</u>
Total Revenues:	\$80,587,659
EXPENDITURES	
City Council	\$668,537
City Manager	1,863,226
City Clerk	602,475
City Attorney	619,963
Economic Development	0
Financial and Administrative Services	7,260,990
Human Resources	0
Non-Departmental	3,441,673
Police	38,500,177
Fire	18,130,828
Community Development	5,753,344
Public Works	<u>490,957</u>
Total Expenditures	\$81,332,170
Excess (deficiency) of Revenues Over (Under) Expenditures	(\$744,511)

Source: City of Moreno Valley Operating Budget for Fiscal Year 2014-15, as amended.

City's General Fund Reserve Policy and GASB 54

The City's current reserve policy requires the City to maintain unassigned general fund moneys in excess of 12% of operating expenditures for the applicable fiscal year. In fiscal year 2013-14, the City's unassigned general fund moneys totaled \$27,536,445, which amount represented approximately 37.6% of operating expenditures for such fiscal year. The amount of the City's unassigned general fund moneys increased from \$17,500,579 in fiscal year 2009-10 to \$36,634,651 in fiscal year 2010-11, due to the implementation by the City of Statement No. 54 of the Government Accounting Standards Board, entitled "Fund Balance Reporting and Government Fund Type Definitions" ("GASB 54"). Under GASB 54, cities are required to recognize fund balance classifications based on the extent to which the use of such funds is constrained, classifying such use as restricted, committed, assigned, or unassigned.

General Fund Revenues and Expenditures

The City's budget for its General Fund includes programs and services that are provided on a largely City-wide basis. The programs and services are financed primarily by the City's share of property taxes, sales taxes, local taxes, revenues from the State, and charges for services provided by the City. The following table compares the City's General Fund budgeted revenues and expenditures with actual General Fund revenues and expenditures for fiscal year 2009-10 through fiscal year 2013-14.

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**Table 4
City of Moreno Valley
Comparison of General Fund Revenues and Expenditures
Budgeted and Actual Amounts
Fiscal Year 2009-10 through Fiscal Year 2013-14**

	<u>2009-2010</u>		<u>2010-2011</u>		<u>2011-12</u>		<u>2012-13</u>		<u>2013-14</u>	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
REVENUES										
Taxes:										
Property taxes	\$11,700,001	\$ 9,296,083	\$ 8,596,100	\$ 9,430,846	\$ 9,630,000	\$ 9,397,373	\$ 9,900,000	\$ 9,765,007	\$ 9,647,100	\$ 10,668,782
Property taxes in-lieu	14,100,000	13,703,197	11,773,400	13,055,796	13,170,000	13,170,964	13,300,000	13,414,446	13,840,000	13,871,754
Utility user's taxes	14,970,000	15,358,341	15,200,000	15,317,439	15,700,000	15,591,386	16,060,000	15,683,931	16,114,000	15,595,141
Sales taxes	9,735,000	9,298,295	973,5100	11,283,435	12,835,000	14,003,993	13,800,000	14,043,560	15,570,000	15,887,130
Other taxes	6,256,500	6,716,428	6,556,500	7,209,262	7,590,000	7,533,532	7,740,000	7,825,138	7,965,000	8,576,927
Licenses and permits	1,456,614	1,354,188	1,500,600	1,532,514	1,648,800	1,523,800	1,531,800	1,585,312	1,762,000	2,160,815
Intergovernmental	1,056,326	1,183,894	360,000	895,366	436,222	398,193	241,000	260,691	235,000	311,510
Charges for services	9,326,345	7,654,867	8,442,656	7,408,607	7,427,900	8,574,131	7,299,160	8,258,733	9,120,207	9,823,735
Use of money and property	4,400,614	5,470,852	4,532,300	3,886,420	4,492,768	4,004,511	3,296,300	1,071,418	2,688,000	2,836,585
Fines and forfeitures	1,087,000	1,130,414	1,176,500	791,497	551,000	603,065	566,000	610,171	601,500	577,961
Miscellaneous	180,180	462,247	105,300	682,959	269,845	138,346	153,550	485,160	153,900	569,047
Total Revenues:	\$74,268,580	\$71,628,806	\$67,978,456	\$71,494,141	\$73,751,535	\$74,939,294	\$73,887,810	\$73,003,567	\$77,700,707	\$80,879,387
EXPENDITURES										
Current:										
General government										
City Council	\$ 588,320	\$ 545,316	\$ 581,564	\$ 513,868	\$ 577,150	\$ 553,224	\$ 605,770	\$ 588,669	\$ 654,113	\$ 642,586
City Manager	1,697,000	1,708,904	896,175	726,440	1,398,087	1,345,111	1,565,948	1,789,443	1,917,210	1,915,196
City Clerk	617,661	464,559	521,486	507,398	543,007	513,257	541,564	553,957	541,202	573,397
City Attorney	1,150,000	1,043,838	1,090,407	1,034,442	928,169	819,388	961,369	1,194,457	776,045	869,430
Economic Development	540,000	483,846	482,774	391,451	--	--	--	--	--	--
Financial and Administrative Services	3,293,600	3,219,857	2,696,813	2,694,398	5,166,982	5,052,104	2,838,924	2,601,572	3,091,265	2,841,609
Administrative Services	1,149,165	966,293	958,505	923,964	890,959	773,363	3,603,300	3,569,049	3,711,674	3,544,102
Non-Departmental	2,547,340	1,867,455	3,517,071	2,800,066	3,715,213	4,425,745	1,048,960	1,073,135	221,553	860,066
Public safety:										
Police	39,590,967	38,726,538	41,870,739	39,104,174	40,673,276	38,952,960	41,223,681	41,125,418	37,520,695	36,019,312
Fire	15,566,320	15,173,224	15,466,535	14,793,909	15,778,017	14,647,452	17,212,496	16,230,769	17,399,813	16,527,392
Animal services	2,432,081	2,372,784	2,280,118	2,214,243	--	--	--	--	--	--
Emergency operations/volunteer services	603,592	593,830	609,566	610,084	--	--	--	--	--	--
Crossing guards	602,126	619,308	583,439	566,063	--	--	--	--	--	--
Community development	5,263,586	5,093,483	4,545,270	4,235,300	6,301,211	6,482,658	6,798,904	7,143,586	5,714,662	5,344,293
Public works	4,457,840	3,893,811	3,528,195	3,413,488	2,287,897	2,109,287	2,219,540	2,271,319	4,681,180	4,103,743
Capital outlay	--	--	555,556	56,406	730,069	673,934	323,514	173,372	191,899	41,663
Total Expenditures	\$80,099,598	\$76,773,046	\$80,184,213	\$74,585,694	\$78,990,037	\$76,348,483	\$78,943,970	\$78,314,746	\$76,421,311	\$73,282,789
Excess (deficiency) of Revenues Over (Under) Expenditures	(\$5,831,018)	(\$5,144,240)	(\$12,205,757)	(\$3,091,553)	(\$5,238,502)	(\$1,409,189)	(\$5,056,160)	(\$5,311,179)	\$1,279,396	\$7,596,598
OTHER FINANCING SOURCES (USES)										
Transfers in	\$6,757,589	\$7,330,279	\$ 263,000	\$ 773,051	\$ 539,656	\$ 539,656	\$ 588,392	\$ 588,370	\$ 1,247,063	\$ 1,163,421
Transfers out	(2,699,807)	(2,710,323)	(2,513,040)	(2,605,518)	(3,968,900)	(4,028,932)	(2,775,400)	(2,370,220)	(2,575,427)	(2,575,372)
Total Other Financing Sources (Uses)	\$4,057,782	\$4,619,956	(\$2,250,040)	(\$1,832,467)	(\$3,429,244)	(\$3,489,276)	(\$2,187,008)	(\$1,781,850)	(\$1,328,364)	(\$1,411,951)
Net change in fund balance	(\$1,773,236)	(\$524,284)	(\$14,445,797)	(\$4,924,020)	(\$8,667,746)	(\$4,898,465)	(\$7,243,168)	(\$7,093,029)	(\$48,968)	\$6,184,647
Fund Balance, Beginning of Year	\$51,813,823	\$51,813,823⁽¹⁾	\$51,289,539	\$51,289,539	\$46,365,519	\$46,365,519	\$41,467,054	\$41,467,054	\$34,374,025	\$34,374,025
Fund Balance, End of Year	\$50,040,587	\$51,289,539	\$36,833,742	\$46,365,519	\$37,697,773	\$41,467,054	\$34,223,886	\$34,374,025	\$34,325,057	\$40,558,672

Source for data relating to fiscal years 2009-10 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.
Source for data relating to fiscal year 2013-14: City unaudited data.

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The following table sets forth the Statement of Revenues, Expenditures, and Changes in Fund Balances for the City's General Fund for fiscal year 2009-10 through fiscal year 2013-14.

Table 5
City of Moreno Valley
Statement of Revenues, Expenditures, and Changes
In General Fund Balances
For Fiscal Year 2009-10 through Fiscal Year 2013-14

Fiscal Years	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
REVENUES					
Taxes:					
Property taxes	\$ 9,296,083	\$ 9,430,846	\$ 9,397,373	\$ 9,765,007	\$10,668,782
Property taxes in lieu	13,703,197	13,055,796	13,170,964	13,414,446	13,871,754
Utility taxes	15,358,341	15,317,439	15,591,386	15,683,931	15,595,141
Sales taxes	9,298,295	11,283,435	14,003,993	14,043,560	15,887,130
Other Taxes	6,716,428	7,209,262	7,533,532	7,825,138	8,576,927
Licenses and permits	1,354,188	1,532,514	1,523,800	1,585,312	2,160,815
Intergovernmental	1,183,894	895,366	398,193	260,691	311,510
Charges for services	7,654,867	7,408,607	8,574,131	8,258,733	9,823,735
Use of money and property	5,470,852	3,886,420	4,004,511	1,071,418	2,836,585
Fines and forfeitures	1,130,414	791,497	603,065	610,171	577,961
Miscellaneous	<u>462,247</u>	<u>682,959</u>	<u>138,346</u>	<u>485,160</u>	<u>569,047</u>
Total Revenues	\$71,628,806	\$71,494,141	\$74,939,294	\$73,003,567	\$80,879,387
EXPENDITURES					
Current:					
General government	\$10,296,168	\$ 9,592,027	\$13,482,192	\$11,370,282	\$11,246,386
Public safety	57,450,534	57,288,473	53,600,412	57,356,187	52,546,704
Community development	5,093,483	4,235,300	6,482,658	7,143,586	5,344,293
Community and cultural	--	--	--	--	--
Public works	3,889,593	3,413,488	2,109,287	2,271,319	4,103,743
Capital outlay	43,268	56,406	673,934	173,372	41,663
Debt service:					
Principal retirement	--	--	--	--	--
Interest and fiscal charges	--	--	--	--	--
Total Expenditures	\$76,773,046	\$74,585,694	\$73,348,483	\$78,314,746	\$73,282,789
Excess (deficiency) of revenues over (under) expenditures	(\$5,144,240)	(\$3,091,553)	(\$1,409,189)	(\$5,311,179)	\$7,596,598
Other Financial Sources (Uses):					
Transfers in	\$7,330,279	\$ 773,051	\$ 539,656	\$ 588,370	\$ 1,163,421
Transfers out	<u>(2,710,323)</u>	<u>(2,605,518)</u>	<u>(4,028,932)</u>	<u>(2,370,220)</u>	<u>(2,575,372)</u>
Total Other Financing Sources (Uses)	\$4,619,956	(\$1,832,467)	(\$3,489,276)	(\$1,781,850)	(\$1,411,951)
Extraordinary gain (loss) on dissolution of redevelopment agency	--	--	--	--	--
Net Change in Fund Balances	(\$524,284)	(\$4,924,020)	(\$4,898,465)	(\$7,093,029)	\$6,184,647
Fund balance, July 1	\$51,813,823	\$51,289,539	\$46,365,519	\$41,467,054	\$34,374,025
Fund balance (deficit), June 30	\$51,289,539	\$46,365,519	\$41,467,054	\$34,374,025	\$40,558,672

Source for data relating to fiscal years 2009-10 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.
Source for data relating to fiscal year 2013-14: City unaudited data.

The following table sets forth the General Fund tax revenues by source for fiscal year 2009-10 through fiscal year 2013-14.

Table 6
City of Moreno Valley
General Fund Tax Revenues By Source
Fiscal Year 2009-10 through Fiscal Year 2013-14

Fiscal Year (Ended June 30)	Property Tax	Property Tax In-Lieu of VLF	Utility Users Tax	Sales and Use Tax	Transient Occupancy Tax	Franchise Fee	Motor Vehicle In-Lieu of VLF	Business License Gross Receipts	Documentary Transfer Tax	Total
2010	\$ 9,917,734	\$13,703,197	\$15,358,341	\$ 9,298,296	\$535,775	\$4,757,920	\$547,188	\$ 961,303	\$479,208	\$55,558,962
2011	9,430,846	13,055,796	15,317,439	11,293,435	692,586	5,038,600	887,331	1,053,145	424,931	57,184,109
2012	9,397,373	13,170,964	15,591,386	14,003,993	747,100	5,176,775	96,578	1,175,104	434,554	59,793,827
2013	9,765,007	13,414,446	15,683,931	14,043,560	831,881	5,336,919	100,727	1,305,924	350,413	60,832,808
2014	10,668,782	13,871,754	15,595,141	15,887,130	991,431	5,556,475	84,056	1,581,918	447,103	64,683,790

Source for data relating to fiscal years 2009-10 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.
 Source for data relating to fiscal year 2013-14: City unaudited data.

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Property Taxes and Property Taxes In Lieu of Vehicle License Fees

Property taxes represent approximately 12% of the City's General Fund revenue budget for fiscal year 2013-14. When combined with property tax in-lieu of VLF, which represents approximately 18% of total budgeted General Fund revenues, property tax becomes the City's largest revenue source and approximately 30% of the City's General Fund revenue budget for fiscal year 2013-14.

The VLF for property tax swap is a method employed by the State to distribute VLF through growth in assessed valuation. The method, which was implemented to provide other State General Fund backing to schools for the loss of the Educational Revenue Augmentation Fund ("ERAF"), has had a positive impact on the finances of the City. In past years, the VLF would have been distributed to the City based primarily on population increase percentages. For a city with a rapidly growing assessed valuation, the new formula means additional revenues.

Property taxes are levied for each fiscal year on taxable real and personal property as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed public utilities property and real property the taxes on which are a lien sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and March 1 of each fiscal year, and become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Properties on the secured roll with respect to which taxes are delinquent become tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of ½ % per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is deeded to the State and may be sold at public auction.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of ½% attaches to them on the first day of each month until paid. The County has four methods of collecting delinquent unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a judgment in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

Legislation enacted in 1984 (Section 25 *et seq.* of the California Revenue and Taxation Code), provides for the supplemental assignment and taxation of property as of the occurrence of a change in ownership or completion of new construction. Previously, statutes enabled the assessment of such changes only as of the next tax lien date following the change and thus delayed the realization of increased property taxes from the new assessment for up to 14 months. Collection of taxes based on supplemental assessments occurs throughout the year. Taxes due are prorated according to the amount of time remaining in the tax year, with the exception of tax bills dated January 1 through May 31, which are calculated on the basis of the remainder of the current fiscal year and the full 12 months of the next fiscal year.

Teeter Plan

The Board of Supervisors of Riverside County has previously approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, the counties apportion secured property taxes on an accrual basis when due (irrespective of actual collections) to local political subdivisions, including cities, for which the counties act as the tax-levying or tax-collecting agency. The Teeter Plan was effective beginning in fiscal year 1994. The City participates in the Teeter Plan.

Assessed Valuation of Property

Set forth in the table below is a listing of the City’s assessed valuations for secured and unsecured property within the City for fiscal years 2009-10 through 2013-14.

Table 7
City of Moreno Valley
Assessed Value of All Taxable Property
Fiscal Years 2009-10 through 2013-14
(in thousands of dollars)

<u>Fiscal Year</u> <u>(Ended June 30)</u>	<u>Secured</u> <u>Value</u>	<u>Unsecured</u> <u>Value</u>	<u>Total Assessed</u> <u>Value</u>	<u>Less:</u> <u>Exemptions</u>	<u>Taxable</u> <u>Assessed Value</u>	<u>Direct Tax</u> <u>Rate</u>
2010	\$10,625,910	\$236,904	\$10,862,814	\$154,289	\$10,708,525	.00160%
2011	10,516,338	238,786	10,755,124	227,178	10,527,946	.00164
2012	10,561,585	271,336	10,832,921	236,235	10,596,686	.00258
2013	10,464,415	342,094	10,988,537	249,300	10,739,242	.00183
2014	11,042,637	352,337	11,394,974	264,161	11,130,813	.00185

Source for data relating to fiscal years 2009-10 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.
Source for data relating to fiscal year 2013-14: City unaudited data.

Set forth in the table below is a listing of the 10 largest property tax payers for fiscal year 2013-14.

Table 8
City of Moreno Valley
Ten Largest Property Tax Payers
Fiscal Year 2013-14

	<u>Property Owner</u>	<u>2013-14 Assessed</u> <u>Valuation</u>	<u>Percentage of Total</u> <u>Assessed Valuation</u>
1.	HF Logistics SKX T1	202,007,054	1.81
2.	Ross Dress for Less, Inc.	134,148,489	1.21
3.	Walgreen Company	117,221,041	1.05
4.	Stonegate 552	82,614,238	.74
5.	IIT Inland Empire Logistics	76,952,001	.69
6.	Kaiser Foundation Health Plan, Inc.	65,975,333	.59
7.	First Industrial LP	61,643,457	.53
8.	FR Cal Moreno Valley	49,509,039	.44
9.	CLPF 16850 Heacock Street	47,765,266	.43
10.	2250 Town Circle Holdings	47,165,814	.42
	Total	855,001,732	7.95

Source: City.

Direct and Overlapping Debt

The ability of land owners within the City to pay property tax installments as they come due could be affected by the existence of other taxes and assessments imposed on the applicable land. The statement of direct and overlapping debt (the “Debt Report”) set forth on the following page was prepared by California Municipal Statistics, Inc. as of June 30, 2014. The Debt Report includes only such information as has been reported to California Municipal Statistics, Inc. by the issuers of the debt described therein and by others. The Debt Report is included for general information purposes only. The City takes no responsibility for its completeness or accuracy.

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Table 9
City of Moreno Valley
Statement of Direct and Overlapping Debt
Fiscal Year 2013-14

2013-14 Assessed Valuation: \$11,179,377,465

<u>OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	Total Debt 6/30/14	% Applicable (1)	City's Share of Debt 6/30/14
Metropolitan Water District	\$132,275,000	0.511%	\$ 675,925
Eastern Municipal Water District, I.D. No. U-22	3,126,000	100.	3,126,000
Riverside City Community College District	230,214,563	14.375	33,093,343
Moreno Valley Unified School District	36,708,521	84.134	30,884,347
San Jacinto Unified School District	43,516,722	0.461	200,612
Val Verde Unified School District	100,986,948	37.644	38,015,527
Moreno Valley Unified School District Community Facilities District No. 88-1	2,580,000	100.	2,580,000
Moreno Valley Unified School District Community Facilities District No. 2002-1	7,790,000	100.	7,790,000
Moreno Valley Unified School District Community Facilities District No. 2003-1 & 2	11,280,000	100.	11,280,000
Moreno Valley Unified School District Community Facilities District No. 2004-1	3,000,000	100.	3,000,000
Moreno Valley Unified School District Community Facilities District No. 2004-2	5,300,000	100.	5,300,000
Moreno Valley Unified School District Community Facilities District No. 2004-3	3,860,000	100.	3,860,000
Moreno Valley Unified School District Community Facilities District No. 2004-5	4,825,000	100.	4,825,000
Moreno Valley Unified School District Community Facilities District No. 2004-6	26,715,000	100.	26,715,000
Moreno Valley Unified School District Community Facilities District No. 2005-2, 3 & 5	23,775,000	100.	23,775,000
Val Verde Unified School District Community Facilities District No. 98-1	19,600,000	100.	19,600,000
Val Verde Unified School District Community Facilities District No. 2003-2	2,490,000	100.	2,490,000
Eastern Municipal Water District Community Facilities Districts	12,975,000	100.	12,975,000
City of Moreno Valley Community Facilities District No. 5	5,725,000	100.	5,725,000
City of Moreno Valley Community Facilities District No. 87-1, I.A. No. 1	2,835,000	100.	2,835,000
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT			\$238,745,754
 <u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>			
Riverside County General Fund Obligations	\$692,656,315	5.334%	\$ 36,946,288
Riverside County Pension Obligations	334,515,000	5.334	17,843,030
Riverside County Board of Education Certificates of Participation	2,700,000	5.334	144,018
Mt. San Jacinto Community College District General Fund Obligations	11,390,000	0.015	1,709
Moreno Valley Unified School District Certificates of Participation	13,280,000	84.134	11,172,995
San Jacinto Unified School District Certificates of Participation	41,080,000	0.461	189,379
Val Verde Unified School District Certificates of Participation	79,365,000	37.644	29,876,161
City of Moreno Valley General Fund Obligations	69,211,500	100.	69,211,500
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT			\$165,385,080
Less: Riverside County self-supporting obligations			495,174
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT			\$164,889,906
 <u>OVERLAPPING TAX INCREMENT DEBT (Successor Agencies):</u>	 \$81,610,000	 33.477-100. %	 \$59,402,468
 TOTAL DIRECT DEBT			 \$69,211,500
TOTAL GROSS OVERLAPPING DEBT			\$394,321,802
TOTAL NET OVERLAPPING DEBT			\$393,826,628
 GROSS COMBINED TOTAL DEBT			 \$463,533,302 (2)
NET COMBINED TOTAL DEBT			\$463,038,128

- (1) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.
- (2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations.

Ratios to 2013-14 Assessed Valuation:

Total Overlapping Tax and Assessment Debt	2.14%
Total Direct Debt (\$69,211,500)	0.62%
Gross Combined Total Debt	4.15%
Net Combined Total Debt	4.14%

Ratios to Redevelopment Successor Agencies Incremental Valuation (\$2,139,503,829):

Total Overlapping Tax Increment Debt	2.78%
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Source: California Municipal Statistics, Inc.

Utility Taxes

The City imposes a utility users tax. This tax accounted for approximately 19% of the City's General Fund revenue for the fiscal year ended June 30, 2014, and approximately 20% of the City's fiscal year 2014-15 General Fund budget. The City's utility users tax was enacted by the City Council in 1991 and ratified by the voters in 1996. There have been three attempts (in 1996, 2002 and 2004) to rescind the utility users tax, the most recent occurring at the November 2004 elections. The percentage of voters in favor of the utility users tax (those voting against the initiative to rescind the utility users tax) was 56.4% at the November 2004 election. Although there have been no further attempts by voters to rescind the utility users tax, there could be future attempts to rescind the utility users tax, in whole or in part, and there can be no assurance the utility users tax will remain in effect.

Sales and Use Taxes

Sales tax is collected and distributed by the State Board of Equalization. The City receives an amount equal to one percent (1.00%) of taxable sales within its jurisdiction. Sales tax receipts plus the State's "Triple Flip" formula (see below) that reimburses city governments' sales tax with property tax based on growth in assessed valuation, comprises approximately 20% of the City's budgeted General Fund revenue for the fiscal year 2014-15 budget. Automobile sales and retail sales at the regional mall located within the City contribute significantly to this revenue source. Sales and use taxes are, by their nature, a volatile source of revenues based on economic conditions. However, sales and use taxes have been a relatively steady source of revenues for the City in the past five fiscal years.

As part of the State's 2004 budget package, the State Legislature adopted a mechanism to fund the State's economic recovery bond program with a 0.25 cent sales tax. Under a mechanism commonly known as the "Triple Flip" and outlined in Revenue and Taxation Code Section 97.68, the local Bradley Burns Sales and Use Tax rate is reduced by 0.25 cent. This 0.25 cent sales tax is used to repay the State's outstanding economic recovery bonds. Cities and counties are then provided with *ad valorem* property tax revenues in lieu of these revenues. The State Director of Finance notifies each county auditor of the amount of sales and use tax revenue loss to each city and county as a result of the Triple Flip. Each County Auditor is then required to allocate compensating revenues to cities and the county. These compensating revenues are transferred from the *ad valorem* property tax revenues that would otherwise be allocated to the county's ERAF. See also "RISK FACTORS – State Budget."

Other Revenue Sources

Other revenues sources of the City's General Fund are described below.

Other Tax Revenues. In addition to *ad valorem* taxes on real property and sales and use taxes, the City receives other local taxes and fees, certain of which are described below. All of the following taxes were enacted prior to January 1, 1995, and, except for a voter-approved increase in the transient occupancy tax, none were imposed, increased, or extended on or after January 1, 1995. See also "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATION."

Transient Occupancy Taxes. The City levies an 8% transient occupancy tax on hotel and motel bills.

Franchise Fees. The City levies a franchise fee on its cable television, trash collection, and utilities franchise.

Business License Fees. The City levies business license fees based on gross annual receipts and type of business enterprise.

Property Transfer Tax. The City collects property transfer tax when real property changes ownership.

Electric Utility Charges. The City's electric utility began servicing customers in February 2004, and by the first fiscal year-end, was servicing nearly 250 new homes. As of September 2014, the total number of customers exceeded 5,900. The utility was established for two major reasons: economic development and the health and stability of the City's General Fund. The City's electric utility is only available for new construction within the City. The City may offer incentives as a way to attract new businesses and jobs to the City. A November 2004 voter initiative with the intent of restricting the use of surplus electric utility funds and regulating its operations failed.

Development Impact Fees. The City receives fees from developers in connection with the approval of new development projects for the purpose of defraying all or a portion of the cost of certain public facilities related to the particular development project. Development impact fees are a special revenue of the City and cannot be used for purposes unrelated to the impact of the development for which such development impact fees were collected. Consequently, development impact fees are not available for the payment of Base Rental Payments. Development impact fees collected in fiscal year 2013-14 totaled \$2,340,686.

License and Permit Fees. License and permit fees consist primarily of business license fees and fees for building construction permits, plan checks, animal licensing, and fire permits.

Fines, Forfeitures and Penalties. Fines, forfeitures, and penalties include parking citations and other fines for municipal code violations.

Investment of Earnings. Funds held by the City are invested in accordance with the City's Statement of Investment Policy (the "Investment Policy") prepared by the Treasurer as authorized by Section 53601 of the California Government Code. A copy of the City's current Investment Policy is attached as Appendix D.

Employee Pension Plan (PERS)

Plan Description. The City's defined benefit pension plan, Public Employees Retirement System ("PERS"), provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. PERS is part of the Public Agency portion of the California Public Employees' Retirement System ("CalPERS"), an agent multiple-employer plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California. A menu of benefit provisions, as well as other requirements, is established by State statutes within the California Public Employees' Retirement Law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues a separate comprehensive annual financial report. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office, 400 Q Street, Sacramento, California 95811.

Funding Policy. Active plan members in PERS are required to contribute 8.00% of their annual covered salary as of January 2008. The City is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. The required employer contribution rate is 22.305% for fiscal year 2013-14. The contribution requirements of the plan members are established by State statute and the employer contribution rate is established and may be amended by CalPERS.

Annual Pension Cost. For fiscal year 2013-14, the City’s annual pension cost was \$6,150,970, including a contribution of \$1,608,343 paid on behalf of the employees for the employee contribution. The required contribution for fiscal year 2013-14 was determined as part of the June 30, 2010 actuarial valuation using the entry age normal actuarial cost method with the contributions determined as a percentage of pay. The actuarial assumptions included: (a) 7.75% investment rate of return (net of administrative expenses), (b) projected salary increases for employees that vary by duration of service ranging from 3.30% to 14.20% for miscellaneous members, (c) 3.25% cost of living adjustment. Both (a) and (b) include an inflation component of 2.75%. The actuarial value of PERS assets was determined using a technique that smoothes the effect of short-term volatility in the fair value of investments over a 15-year period. The PERS unfunded actuarial accrued liability (or excess assets) is being amortized as a level percentage of projected payroll on a closed basis. The remaining amortization period at June 30, 2014 was 21 years.

Set forth in the table below is the annual pension cost of the City for fiscal year 2009-10 through fiscal year 2013-14.

Table 10
City of Moreno Valley
Annual Pension Cost
Fiscal Year 2009-10 through Fiscal Year 2013-14

<u>Fiscal Year</u> <u>(Ended June 30)</u>	<u>Annual Pension</u> <u>Cost (“APC”)</u>	<u>Percentage of APC</u> <u>Contributed</u>
2010	\$5,233,518	100%
2011	5,214,878	100
2012	5,402,864	100
2013	6,055,649	100
2014	6,150,970	100

Source for data relating to fiscal years 2009-10 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.
Source for data relating to fiscal year 2013-14: City unaudited data.

Set following table shows the recent history of the actuarial value of assets, actuarial accrued liability, their relationship, and the relationship of the unfunded actuarial accrued liability (“UAAL”) to payroll, and presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Table 11
City of Moreno Valley
Funded Status of Employee Pension Plan

<u>Valuation Date</u>	<u>Entry Age Normal</u> <u>Accrued Liability</u>	<u>Actuarial Value</u> <u>of Assets</u>	<u>Unfunded</u> <u>Liability</u>	<u>Funded</u> <u>Ratio</u>	<u>Annual</u> <u>Covered</u> <u>Payroll</u>	<u>UAAL as</u> <u>Percentage of</u> <u>Payroll</u>
June 30, 2010	\$120,692,084	\$85,693,181	\$34,998,903	71.0%	\$23,670,851	147.9%
June 30, 2011	132,322,141	92,912,456	39,409,685	70.2	24,148,281	163.2
June 30, 2012	140,092,781	99,774,860	40,317,924	71.2	22,103,213	200.5

Source for data relating to fiscal years 2009-10 through 2011-12: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.

Other Post Employee Benefits (OPEB)

Plan Description. The City’s defined benefit postemployment healthcare plan provides a portion of certain health care for retired employees. In accordance with City policy, employees who retire directly from the City under CalPERS (age 50 and 5 years of CalPERS service or disability) and are not

temporary employees, are eligible for these benefits. In June 2009, the City established an irrevocable trust fund to begin funding the City’s unfunded liability through the California Employers’ Retiree Benefit Trust (“CERBT”), an agent multiple-employer plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State. A menu of benefit provisions, as well as other requirements, are established by State statutes within the Public Employees’ Retirement Law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues a separate comprehensive annual financial report. Copies of the CalPERS annual financial report may be obtained from the CalPERS Headquarters, 400 Q Street, Sacramento, California 95811.

Funding Policy. The contribution requirements of plan members and the City are established and may be amended by City Council. The City is required to contribute the Annual Required Contribution (“ARC”) of the employer, an amount actuarially determined in accordance with the parameters of Governmental Accounting Standards Board (GASB) Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed thirty years. The current ARC rate is 7.00% of the annual covered payroll.

Annual OPEB Cost. For fiscal year 2013-14, the City’s annual OPEB cost was \$1,069,000. The required contribution for the fiscal year was determined as part of the June 30, 2013, actuarial valuation using the entry age normal actuarial cost method. The actuarial assumptions included: (a) 6.00% investment rate of return (net of administrative expenses), and (b) projected salary increases for employees of 3.25%, and (c) an annual healthcare cost increase of 4.5%. Both (a) and (b) include an inflation component of 3.00%. The amortization method is the level percent of payroll. The amortization period is a 30 year fixed (closed) period for the initial unfunded accrued actuarial liability. There are 24 years remaining as of June 30, 2014.

The following table shows the components of the City’s annual OPEB cost for fiscal year 2013-14, the amount actually contributed to the plan, and changes in the City’s net OPEB obligation for these benefits:

Table 12
City of Moreno Valley
Annual OPEB Cost
(Fiscal Year 2013-14)

Annual Required Contribution	\$1,069,000
Interest on OPEB Obligation	54,000
Adjustment to Annual Required Contribution	<u>(57,000)</u>
Annual OPEB Cost (Expense)	\$1,066,000
Contribution Made	<u>19,000</u>
Increase in OPEB Obligation	\$ 447,000
Net OPEB Obligation – Beginning of Year	\$900,000
Net OPEB Obligation – End of Year	\$1,347,000

Source: City unaudited data.

Actuarial Methods and Assumptions. Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions

of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing the benefit costs between employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial assets, consistent with the long-term perspective of the calculations.

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for fiscal year 2010-11 through fiscal year 2013-14 are set forth in the following table:

Table 13
City of Moreno Valley
Annual OPEB Costs
Fiscal Year 2010-11 through and Fiscal Year 2013-14

<u>Fiscal Year</u> <u>(Ended June 30)</u>	<u>Annual OPEB Cost</u> <u>("AOC")</u>	<u>Percentage of AOC</u> <u>Contributed</u>	<u>Net OPEB</u> <u>Obligation</u>
2011	\$1,564,000	100%	\$ 0
2012	1,615,000	72	450,000
2013	1,018,000	56	900,000
2014	1,066,000	58	1,347,000

Source for data relating to fiscal years 2010-11 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Reports for applicable fiscal years.

Source for data relating to fiscal year 2013-14: City unaudited data.

The following table provides the funded status of OPEB.

Table 14
City of Moreno Valley
Funded Status of OPEB

<u>Valuation Date</u>	<u>Actuarial</u> <u>Accrued Liability</u>	<u>Actuarial Value</u> <u>of Assets</u>	<u>Unfunded</u> <u>Liability</u>	<u>Funded</u> <u>Ratio</u>	<u>Annual</u> <u>Covered</u> <u>Payroll</u>	<u>UAAL as</u> <u>Percentage of</u> <u>Payroll</u>
June 30, 2008	\$ 9,338,000	--	\$ 9,338,000	0.0%	\$29,794,978	31.3%
January 1, 2010	13,600,000	\$2,386,000	11,214,000	17.5	22,465,000	49.9
June 30, 2011	11,670,000	4,428,000	7,242,000	37.9	23,195,000	31.2
June 30, 2013	12,531,000	6,186,000	6,345,000	49.4	21,589,000	23.4

Source: City

Liability Insurance

Risk exposures to the assets of the City are managed through a combination of self-insured retention and excess coverage. The City believes they have current assets adequate to cover the actuarially determined liability for general liability and worker's compensation claims, including estimated claims incurred but not reported.

The City is a member of CSAC Excess Insurance Authority. The Authority is a member of a directed joint powers insurance pool, which has been operational since October 1979. Current

membership includes 53 of the 58 counties in California and 90 members of the California Public Entity Insurance Authority (CPEIA). The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group-purchased insurance for property and other coverages.

The City bears all of the costs associated with the excess workers' compensation and employer's liability programs of the Authority. For worker's compensation, the City has a self-insured retention of \$300,000 per occurrence. For employer's liability, the City bears all of the costs of each occurrence. The City has a pooled retention of \$5,000,000 each occurrence, a \$45,000,000 reinsurance layer in excess of the \$5,000,000 pooled retention per occurrence for worker' compensation claims.

During the past three fiscal years, none of the above programs of protection have had settlements or judgments that exceeded pooled or insured coverage. There has been no significant reduction in pooled or insured liability coverage from coverage in the prior year.

Pending Litigation

There are several lawsuits pending against the City. The outcome and eventual liability of the City, if any, in these cases is not known at this time. None of such pending lawsuits as are known to the City challenges the issuance of the Bonds. City management estimates that the potential claims against the City, not covered by insurance or self-insurance reserves, resulting from such litigation would not materially affect the financial statements of the City.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX E hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Bonds, which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Beneficial Owners of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount,

including the treatment of Beneficial Owners who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The Authority and the City have made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel’s attention after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Bonds may otherwise affect a Beneficial Owner’s federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. For example, Representative Dave Camp, Chair of the House Ways and Means Committee released draft legislation that would subject interest on the Bonds to a federal income tax at an effective rate of 10% or more for individuals, trusts, and estates in the highest tax bracket, and the Obama Administration proposed legislation that would limit the exclusion from gross income of interest on the Bonds to some extent for high-income individuals. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel’s judgment as to the proper treatment

of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (“IRS”) or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority or the City, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof, or the enforcement thereof by the IRS. The Authority and the City have covenanted, however, to comply with the requirements of the Code.

Bond Counsel’s engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Authority, the City or the Beneficial Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Authority, the City and their appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Authority or the City legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause the Authority, the City or the Beneficial Owners to incur significant expense.

RATING

Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, has assigned a municipal bond rating of “___” (_____outlook) to the Bonds. Such rating reflect only the views of the rating agency furnishing the same and any desired explanation of the significance of such rating should be obtained from the rating agency at the following address: Standard & Poor’s Ratings Services, 55 Water Street, New York, New York 10041. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own. There is no assurance the rating assigned to the Bonds will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of the foregoing rating may have an adverse effect on the market price of the Bonds.

CONTINUING DISCLOSURE

The City will covenant in the Continuing Disclosure Certificate to provide certain financial information and operating data relating to the City and the Authority and notices of certain events listed therein. Such information and notices will be filed by the City with the Municipal Securities Rulemaking Board. The specific nature of the information to be provided is set forth in the Continuing Disclosure Certificate, a form of which is attached hereto as Appendix F. This covenant has been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5), as amended (“Rule”), adopted by the Securities and Exchange Commission in compliance with the Securities and Exchange of 1934. See APPENDIX F – Form of Continuing Disclosure Certificate.

In the previous five years the City and its related entities have filed each annual report required by their respective continuing disclosure undertakings in a complete and timely manner pursuant to the Rule. In the previous five years, the City and its related entities failed to file certain material event notices required by their respective continuing disclosure undertakings on a timely basis relating to bond insurer rating downgrades of which the City was unaware. The City has filed a corrective notice regarding such bond insurer rating downgrades and, during the previous five years, all other material event filings required to be made by the City and its related entities pursuant to their respective continuing disclosure undertakings have been made in a timely manner pursuant to the Rule.

UNDERWRITING

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”). The Underwriter has agreed to purchase the Bonds at a price of \$_____ (which represents the aggregate principal amount of the Bonds, less an Underwriter’s discount of \$_____, [plus/less] a net original issue [premium/discount] of \$_____).

The contract of purchase pursuant to which the Bonds are being purchased by the Underwriter provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in the contract of purchase.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices or yields different from the prices or yields stated on the cover page of this Official Statement. In addition, the offering prices or yields may be changed from time to time by the Underwriter.

Although the Underwriter expects to maintain a secondary market in the Bonds after the initial offering, no guarantee can be made that such a market will develop or be maintained by the Underwriter or others.

LITIGATION

The City and the Authority will certify, and the City Attorney will render opinions on behalf of the City and the Authority upon the issuance of the Bonds to the effect that, there is no action, suit, or proceeding known to the City or the Authority to be pending or threatened, restraining, or enjoining the issuance of the Bonds or the execution or delivery of the Trust Agreement, the Facilities Sublease, or in any way contesting or affecting the validity of the foregoing or any proceeding of the City or the Authority taken with respect to any of the foregoing or that will materially adversely affect the City’s ability to pay Base Rental Payments when due.

CERTAIN LEGAL MATTERS

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel. Certain legal matters will be passed upon for the Authority and the City by the City Attorney. Certain matters will be passed upon for the Underwriter by Goodwin Procter LLP, Los Angeles, California, Underwriter’s Counsel. The proposed form of opinion of Bond Counsel is set forth in APPENDIX E hereto. Neither Bond Counsel nor Underwriter’s Counsel undertakes any responsibility for the accuracy, completeness, or fairness of this Official Statement.

VERIFICATION

Causey, Demgen & Moore Inc., Denver, Colorado, a firm of independent certified public accountants, will verify the accuracy of the mathematical computations of the adequacy of the amounts held in the Escrow Account by the Trustee to provide for the refunding and defeasance of the outstanding 2005 Bonds.

[Remainder of Page Intentionally Left Blank]

MISCELLANEOUS

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations from and summaries and explanations of the Bonds and of statutes and documents contained in this Official Statement do not purport to be complete, and reference is made to such statutes and documents for full and complete statements of their provisions.

The preparation and distribution of this Official Statement have been authorized by the Authority and the City.

**MORENO VALLEY PUBLIC FINANCING
AUTHORITY**

By: _____
Executive Director

CITY OF MORENO VALLEY

By: _____
City Manager

APPENDIX A

**SUMMARY OF CERTAIN PROVISIONS OF THE
PRINCIPAL LEGAL DOCUMENTS**

[BOND COUNSEL TO PROVIDE]

APPENDIX B

GENERAL INFORMATION CONCERNING THE CITY OF MORENO VALLEY

The Bonds do not constitute a general obligation debt of the City of Moreno Valley (the “City”), and the City has not pledged its full faith and credit or its taxing power to the repayment of the Bonds. The following information is presented for informational purposes only.

General

The City is located in Riverside County, California (“Riverside County”), approximately 66 miles southeast of the City of Los Angeles and approximately 100 miles north of the City of San Diego. The City covers approximately 50 square miles at an average elevation of 1,631 feet above sea level. The City has a temperate climate, with a mean average temperature of 65 degrees Fahrenheit and average annual rainfall of 10.67 inches. The City currently employs 423 full time and part time employees. Population growth in the City recently has slowed due to the economic downturn. However, with a current population of over 199,000, the City continues to be the second largest city in Riverside County. The City is located in the Inland Empire, which consists of Riverside and San Bernardino Counties. The Inland Empire had experienced a vibrant economic environment from the mid-1990’s to the mid-2000’s, during which period the City experienced strong residential and commercial growth. The rate of such residential and commercial growth recently has slowed considerably due to the economic downturn.

For six years, from 2002 to 2008, the City experienced double-digit growth in many industries that generate revenue for the City. During such six-year period, assessed valuations of property increased by 136%. However, assessed valuations of property decreased in the City during fiscal year 2009-10 and have continued to decline through fiscal year 2010-11. In fiscal years 2011-12, 2012-13, and 2013-14, the City has experienced slow growth in assessed valuation that is expected to continue for the next few fiscal years.

Government

The City was incorporated in 1984 and operates as a general law city with a council/manager form of government. The five members of the City Council of the City (the “Moreno Valley City Council”) are elected by district for four-year overlapping terms. The Moreno Valley City Council elects one of its members as Mayor and another as Mayor Pro-Tem on an annual basis. The current members of the Moreno Valley City Council, and their respective offices, are listed below (one City Council position is currently vacant):

<u>Name</u>	<u>Office</u>
Jesse L. Molina	Mayor
Victoria Baca	Mayor Pro Tem
Richard A. Stewart	Councilmember
George E. Price	Councilmember

Population

The following table describes the population in the City for the calendar years 2005 through 2014.

City of Moreno Valley Population Calendar Years 2005 through 2014

<u>January 1</u>	<u>Population</u>
2005	165,238
2006	174,565
2007	180,466
2008	183,860
2009	186,301
2010	188,537
2011	195,216
2012	196,495
2013	198,129
2014	199,258

Source for calendar years 2005 through 2013: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2012-13.

Source for calendar year 2014: City.

Labor Force and Unemployment

According to State of California Employment Development Department statistics, in May 2013, the City had a labor force of approximately 89,100 workers and an unemployment rate of approximately 9%. For the same period, Riverside County had a labor force of approximately 934,000 workers and an unemployment rate of approximately 8%.

Major Employers

The following table describes the largest employers within the City as of June 2013.

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u>	<u>Percentage of Total City Employment</u>
March Air Reserve Base	Military Reserve Base	8,600	26.12%
Moreno Valley Unified School District	Public Schools	3,366	10.22
Riverside County Regional Medical Center	County Hospital	2,600	7.90
Ross Stores	Retail Distribution	1,630	4.95
Moreno Valley Mall	Retail Mall	1,365	4.15
Kaiser Permanente Community Hospital	Hospital/Medical Services	944	2.87
City of Moreno Valley	Municipal Government	771	2.34
Walgreens Co.	Retail Distribution	685	2.08
Val Verde Unified School District (MV only)	Public Schools	674	2.05
Skechers USA	Retail Distribution	600	1.82

Source: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2012-13.

Property Tax Rates

In June of 1978, California voters approved Proposition 13 (the Jarvis-Gann Initiative), which added Article XIII A to the California Constitution ("Article XIII A"). Article XIII A limits *ad valorem* taxes on real property to 1% of the full cash value, plus taxes necessary to repay indebtedness approved by the voters prior to July 1, 1978. Voter-approved obligations that impact the residents of the City are comprised of debts incurred by Eastern Municipal Water District, Metropolitan Water District, Moreno Valley Unified School District, Nuview School District, Perris Union High School District, Riverside

Community College District, San Jacinto Unified School District, and Val Verde Unified School District (collectively, the “City of Moreno Valley Voter-Approved Obligations”). The following table describes the City’s direct and overlapping property tax rates for fiscal years 2004-05 through 2013-14.

**City of Moreno Valley
Direct and Overlapping Property Tax Rates
Fiscal Years 2004-05 through 2013-14**

<u>Fiscal Year Ended June 30</u>	<u>Article XIII A Basic Tax Rate</u>	<u>City of Moreno Valley Voter-Approved Obligations</u>	<u>Total Direct and Overlapping Property Tax Rates</u>
2005	1.00%	.15079%	1.15079%
2006	1.00	.13170	1.13170
2007	1.00	.11470	1.11470
2008	1.00	.18585	1.18585
2009	1.00	.23281	1.23281
2010	1.00	.25949	1.25949
2011	1.00	.29430	1.29430
2012	1.00	.31618	1.31618
2013	1.00	.37767	1.37767
2014	1.00	.43812	1.43812

Source for fiscal years 2004-05 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2012-13.

Source for fiscal year 2013-14: City.

Property Tax Levies, Collections, and Delinquencies

In Riverside County, property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll becomes tax delinquent on June 30. Such property may thereafter be prepaid by payment of the delinquent taxes plus the delinquency penalty, plus a prepayment penalty of one and one-half percent per month to the time of prepayment. If taxes remain unpaid for a period of five years or more, the property is subject to sale by the Riverside County Tax Collector.

In Riverside County, property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of one and one-half percent per month begins to accrue on November 1. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer, (2) filing a certificate in the office of the Riverside County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer, (3) filing a certificate of delinquency for record in the Riverside County Recorder’s office in order to obtain a lien on certain property of the taxpayer, and (4) seizure and sale of personal property, improvements, or possessory interests belonging or assessed to the taxpayer.

Riverside County has adopted the Teeter Plan pursuant to Sections 4701 through 4717 of the California Revenue and Taxation Code (the “Teeter Plan”). The Teeter Plan permits counties to use a method of apportioning taxes whereby all local agencies, including cities, receive from such counties 100% of their respective share of the amount of secured ad valorem taxes levied, without regard to actual collections of the taxes levied. So long as the Teeter Plan is continued within Riverside County, the local agencies within Riverside County (including the City) are, in effect, guaranteed the full amount of their respective share of the amount of secured *ad valorem* property taxes levied.

The following table details the City's property tax levies and collections for fiscal years 2006-07 through 2012-13.

**City of Moreno Valley
Property Tax Levies and Collections
Fiscal Years 2006-07 through 2012-13**

Year Ended June 30	Taxes Levied for the Fiscal Year ⁽¹⁾	Taxes Collected Within the Fiscal Year of Levy	Percent of Levy
2007	\$35,606,935	\$39,141,295	109.93%
2008	41,349,349	43,457,010	105.10
2009	36,524,643	41,165,168	112.71
2010	31,875,985	35,492,693	111.35
2011	30,099,696	33,658,226	111.82
2012	35,046,104	39,027,115	111.36
2013	27,035,993	31,072,148	114.93

- (1) Amounts include City property taxes, redevelopment tax increment, and in-lieu vehicle license fees.
 (2) Beginning in fiscal year 2012-13, redevelopment tax increment was excluded from the calculation of taxes levied due to the dissolution of the Community Redevelopment Agency of the City of Moreno Valley.
 Source: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2012-13.

Assessed Property Values

The following table details the assessed value of the secured and unsecured real property within the City for fiscal years 2004-05 through 2013-14.

**City of Moreno Valley
Assessed Value of Taxable Property
Fiscal Years 2004-05 through 2013-14**

Year Ended June 30	Assessed Value of Secured Real Property	Assessed Value of Public Utility Property	Assessed Value of Unsecured Real Property	Total Assessed Value
2005	\$ 7,228,795,754	\$273,900	\$144,565,799	\$ 7,373,635,453
2006	9,073,353,798	273,900	154,044,212	9,227,671,910
2007	11,209,994,361	351,600	164,322,582	11,374,668,543
2008	13,272,082,125	351,600	197,971,302	13,470,405,027
2009	13,297,708,504	351,600	231,457,769	13,529,517,873
2010	10,769,479,454	709,625	240,052,170	11,010,241,249
2011	10,290,228,751	709,625	237,717,408	10,528,655,784
2012	10,326,588,963	709,625	270,096,944	10,597,395,532
2013	10,398,541,103	23,650	340,667,041	10,739,231,794
2014	10,779,411,732	23,650	351,402,194	11,130,837,576

- Source for fiscal years 2004-05 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2012-13.
 Source for fiscal year 2013-14: City.

Outstanding Debt

The City uses a variety of tax increment, revenue, and lease indebtedness to finance various capital acquisitions. The outstanding balances for indebtedness during fiscal years 2006-07 through 2013-14 are set forth in the following table.

City of Moreno Valley Outstanding Debt Fiscal Years 2006-07 through 2013-14 (Amounts expressed in thousands)

Fiscal Year Ended June 30	Governmental Activities					Business-Type Activities		Total Primary Governmental Debt
	Special Tax Bonds	Certificates of Participation	Lease Revenue Bonds	Tax Allocation Bonds	Notes and Other	Governmental Activities	Lease Revenue Bonds	
2007	\$21,415	\$6,590	\$47,393	--	\$ 4,696	\$ 80,094	\$30,870	\$110,964
2008	18,925	6,040	42,157	\$43,495	4,318	114,935	30,870	145,805
2009	17,265	5,470	41,297	42,725	6,849	113,606	30,775	144,381
2010	15,525	4,875	40,378	42,605	6,668	110,051	30,285	140,336
2011	13,655	0 ⁽¹⁾	39,660 ⁽¹⁾	42,475	12,301 ⁽¹⁾	108,091	29,780	137,871
2012	11,870	0	38,775	0 ⁽²⁾	12,406	63,051	29,245	92,296
2013	10,685	0	37,855	0 ⁽²⁾	12,340	60,880	28,685	89,565
2014	9,660 ⁽³⁾	20,000 ⁽⁴⁾	36,394 ⁽⁵⁾	0 ⁽²⁾	11,874	77,928	27,964 ⁽⁵⁾	105,892

(1) In fiscal year 2011, the City defeased the 1997 Lease Revenue Bonds and the 1997 City Hall Certificates of Participation with private placement financing.

(2) Tax allocation bonds are no longer considered general bonded debt as the result of the dissolution of the Community Redevelopment Agency of the City of Moreno Valley.

(3) In fiscal year 2014, the Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing) Special Tax Bonds, Series 2000, were paid in full.

(4) In 2014, the City incurred its first payment obligations relating to the California Communities Local Measure A Tax Revenue (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total Road Improvement Program).

(5) In 2013, the City refunded a portion of the 2005 Bonds with proceeds from the 2013 Bonds.

Source for fiscal years 2006-07 through 2012-13: City of Moreno Valley Comprehensive Annual Financial Report for Fiscal Year 2012-13. Source for fiscal year 2013-14: City.

Taxable Retail Sales

Consumer spending in calendar year 2013 resulted in 1,377,330 in taxable sales in the City, which is approximately 3% higher than calendar year 2012. The following table describes the total taxable sales in the City for calendar years 2006 through 2013.

City of Moreno Valley Taxable Retail Sales Calendar Years 2006 through 2013 (000s omitted)

Year	Retail Stores	Total Outlets
2006	\$1,218,440	\$1,307,961
2007	1,170,236	1,267,045
2008	1,064,374	1,154,650
2009	947,927	1,018,353
2010	994,464	1,067,546
2011	1,092,691	1,172,223
2012	1,215,359	1,332,600
2013	1,307,717	1,377,330

Source for years 2006 through 2011: California State Board of Equalization.

Source for years 2012 and 2013: City.

The following table describes the taxable sales in the City for each type of business for calendar year 2013.

**City of Moreno Valley
Taxable Retail Sales for Each Type of Business
Calendar Year 2013
(000s omitted)**

	<u>2013</u>
Motor Vehicle and Parts Dealers	\$ 250,391
Home Furnishings and Appliance Stores	57,535
Building Materials and Garden Equipment and Supplies	105,601
Food and Beverage Stores	79,982
Gasoline Stations	206,498
Clothing and Clothing Accessories Stores	105,575
General Merchandise Stores	327,841
Food Services and Drinking Places	183,835
Other Retail Group	<u>15,342</u>
Total Retail and Food Services	\$1,332,600
All Other Outlets	<u>69,613</u>
Total All Outlets ⁽¹⁾	\$1,377,330

(1) Totals may not add due to rounding.
Source: City.

Building Activity

The following table summarizes building activity valuations in the City during the fiscal years 2006-07 through 2013-14.

**City of Moreno Valley
Building Activity Valuations
Fiscal Years 2006-07 through 2013-14
(000s omitted)**

Fiscal Year	2006-07	2007-08	2009-09	2009-10	2010-11	2011-12	2012-13	2013-14
Residential Valuation	\$132,724	\$ 35,695	\$30,154	\$ 34,476	\$ 6,606	\$ 5,340	\$19,044	\$ 73,102
Commercial Valuation	<u>108,337</u>	<u>90,889</u>	<u>18,482</u>	<u>80,484</u>	<u>87,359</u>	<u>60,893</u>	<u>45,811</u>	<u>235,639</u>
Total Valuation	\$241,061	\$126,584	\$48,636	\$114,960	\$93,965	\$66,232	\$64,855	\$308,742

Source: City.

APPENDIX C

**CITY OF MORENO VALLEY
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FISCAL YEAR ENDED JUNE 30, 2013**

APPENDIX D

CITY OF MORENO VALLEY STATEMENT OF INVESTMENT POLICY

INVESTMENT POLICY

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

I. Scope

- A.** Investments for the City and its related authorities and agencies will be made on a pooled basis including the City of Moreno Valley the City of Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Public Financing Authority, and the Moreno Valley Industrial Development Authority. These funds are accounted for in the City’s Comprehensive Annual Financial Report (CAFR) and include:
1. General Fund
 2. Special Revenue Funds
 3. Debt Service Funds
 4. Capital Project Funds
 5. Internal Service Funds
 6. Agency Funds
 7. Enterprise Funds
- B.** The City Council has the authority to allow investments that do not follow this policy as long as such investments are recommended by the City Manager and City Treasurer, and expressly authorized by the City Council.
- C.** At the time this policy is adopted, the portfolio may hold investments which were made in the past and in accordance with previous policies and existing State law, but do not meet the provisions of this policy. These past investments are grandfathered as permissible investments. The City may choose to hold these investments until maturity; however, their maturity cannot be extended without the expressed authorization of the City Council.
- D.** Funds excluded from this policy
1. **Bond Proceeds.** Proceeds of debt issuance shall be invested in accordance with the City’s general investment philosophy as set forth in this policy. The overriding policy for the investment of bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board.
 2. **Deferred Compensation Plans.** Investments related to the City’s deferred compensation plans are not subject to this policy since third-party administrators manage them and the individual plan participant’s direct investment and mutual fund selection. Deferred compensation plans must be approved by the City Council.

II. Prudence

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

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/21/11; 4/21/12

INVESTMENT POLICY

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

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

III. Objectives

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

IV. Delegation of Authority

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

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12

INVESTMENT POLICY

deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

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

V. Investment Procedures

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

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/21/11; 1/21/12

INVESTMENT POLICY

VI. Ethics and Conflict of Interest

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

VII. Investment Controls

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

VIII. Authorized Financial Dealers and Institutions

- A. The City Treasurer will obtain financial information from qualified institutions to determine if the institution markets in securities appropriate to the City's needs, can assign qualified sales representatives, and can provide written agreement to abide by the conditions set forth in the City of Moreno Valley Investment Policy.
- B. The City Treasurer will maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City who are authorized to provide investment services in the State of California. An eligible designation does not guarantee that the City will do business with the firm or institution.

Approved by: City Council
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12

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

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

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

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December 17, 1996

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

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

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

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

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

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

X. Collateralization

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

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B. Certificates of Deposit:

1. The market value of securities that underlay certificates of deposit shall be valued at 110% of the market value of principal and accrued interest.
2. The City Treasurer, at his/her discretion may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance Corporation.

C. Repurchase Agreements

1. The market value of securities that underlay certificates of deposit shall be valued at 102% of the market value of principal and accrued interest.
2. The value shall be adjusted no less than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102% no later than the next business day.

D. A clearly marked evidence of ownership, safekeeping receipt, must be supplied to the City and retained.

E. The City chooses to limit collateral to US Treasuries.

F. Collateral will always be held by an independent third-party with whom the entity has a current written custodial agreement.

G. The right of collateral substitution is granted based on the approval of the City Treasurer and City Manager.

XI. Safekeeping, Custody and Competitive Bids

A. Third-party safekeeping is required for all investments. Securities may be maintained by a banking institution or a broker/dealer firm for safekeeping as long as the securities are held in the City's name.

B. Third-party safekeeping arrangements will be approved by the City Treasurer and will be corroborated by a written custodial agreement.

C. All investment transactions of the City will be conducted using standard delivery vs. payment (DVP) procedures.

D. All securities held by the safekeeping custodian on behalf of the City shall have the City of Moreno Valley as the registered owner, and all interest and principal payments and withdrawals shall indicate the City of Moreno Valley as the payee.

E. All bank deposits will be FDIC insured or deposited with institutions that comply with the State collateral requirements for public funds.

F. Securities used as collateral for repurchase agreements with a maturity from one to seven days can be held in safekeeping by a third party bank trust department or by the broker/dealer's safekeeping institution, acting as the agent for the City, under the terms of a custody agreement executed by the selling institution and by the City specifying the City's "perfected" ownership of the collateral.

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

XII. Diversification and Credit Risk Management

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

XIII. Maximum Maturities

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

XIV. Performance Standards

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

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

XV. Reporting

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

XVI. Investment Policy Adoption

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

XVII. Record Retention

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

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APPENDIX E
FORM OF BOND COUNSEL OPINION

[BOND COUNSEL TO PROVIDE]

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (the “Disclosure Certificate”), dated [Closing Date], is executed and delivered by the City of Moreno Valley (the “City”), on behalf of itself and the Moreno Valley Public Financing Authority (the “Authority”), in connection with the issuance by the Authority of \$_____ aggregate principal amount of the Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014 (the “Bonds”). The Bonds are being issued pursuant to a Master Trust Agreement, dated as of December 1, 2013, as supplemented by a First Supplement to Master Trust Agreement, dated as of November 1, 2014 (collectively, the “Trust Agreement”), each by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

The Authority hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate.

This Disclosure Certificate is being executed and delivered by the City, for itself and on behalf of the Authority, for the benefit of the Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

Section 2. Definitions.

In addition to the definitions set forth in the Trust Agreement and in a Master Facilities Sublease, dated as of December 1, 2013, as amended by a First Amendment to Master Facilities Sublease, dated as of November 1, 2014 (collectively, the “Facilities Sublease”), each by and between the Authority and the City, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” shall mean the date in each year that is nine (9) months after the end of the City’s Fiscal Year, the end of which, as of the date of this Disclosure Certificate, is June 30.

“Dissemination Agent” shall mean, initially, the City, or any successor Dissemination Agent that is so designated in writing by the City and which has filed with the then current Dissemination Agent a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Official Statement” shall mean the Official Statement dated November __, 2014, relating to the Bonds.

“Participating Underwriter” shall mean Stifel, Nicolaus & Company, Incorporated, the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5), adopted by the Securities and Exchange Commission in compliance with the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2015, provide to MSRB an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) calendar days prior to each such Annual Report Date, the City shall provide its Annual Report to the Dissemination Agent, if such Dissemination Agent is a different entity than the City. The Annual Report must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as is prescribed by MSRB, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City (which include information regarding the funds and accounts of the City), if any, may be submitted separately from and later than the balance of the Annual Report if they are not available by the applicable Annual Report Date. If the City's Fiscal Year changes, the City shall provide written notice of such change in the same manner as for a Listed Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished hereunder. The Dissemination Agent may conclusively rely upon such certification of the City and shall have no duty or obligation to review such Annual Report.

(b) If the City is unable to provide to MSRB an Annual Report by the date required in subsection (a), the City shall send to MSRB a notice in substantially the form attached hereto as Exhibit A. Such notice must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as prescribed by MSRB.

(c) The Dissemination Agent shall:

- (i) provide any Annual Report received by it to the MSRB by the date required in subsection (a); and
- (ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided to MSRB pursuant to this Disclosure Certificate, and stating the date the Annual Report was so provided.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements of the City, which include information regarding the funds and accounts of the Authority, if any, for the most recent Fiscal Year of the City then ended. If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the City in a format similar to the audited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the City shall be audited by such auditor as shall then be required or permitted by State law or the Trust Agreement. Audited financial statements shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the City may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the City shall modify the basis upon which its financial statements are prepared, the City shall provide a notice of such modification to MSRB, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) To the extent not included in the audited financial statements provided pursuant to the foregoing Section 4(a), the Annual Report shall contain the following information:

- (i) revenues, expenditures, and beginning and ending fund balances relating to the General Fund of the City for the most recent completed Fiscal Year;
- (ii) property tax rates for property within the City for the most recently completed Fiscal Year;
- (iii) property tax levies, collections, and delinquencies for the most recently completed Fiscal Year; and
- (iv) outstanding debt of the City for the most recently completed Fiscal Year, including tax increment, revenue, and lease indebtedness.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Authority, the City, or related public entities, that are available to the public on MSRBS's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on any reserve fund for the Bonds reflecting financial difficulties;
- (iv) unscheduled draws on any credit enhancements securing the Bonds reflecting financial difficulties;
- (v) substitution of any credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to the rights of Owners of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers for the Bonds;
- (ix) defeasances;
- (x) any release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) any bankruptcy, insolvency, receivership, or similar event of the Authority or the City [this Listed Event is considered to occur when any of the following occur: the appointment

of a receiver, fiscal agent, or similar officer for the Authority or the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority or the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority or the City];

(xiii) the consummation of a merger, consolidation, or acquisition involving the Authority or the City or the sale of all or substantially all of the assets of the Authority or the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Upon and after the occurrence of a Listed Event listed under subsection (a)(ii), (a)(vii), (a)(viii), (a)(x), (a)(xiii), or (a)(xiv) above, the City shall as soon as possible determine if such event would be material under applicable federal securities laws. If the City determines that knowledge of the occurrence of such Listed Event would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below.

(c) Upon and after the occurrence of any Listed Event (other than a Listed Event listed under subsection (a)(ii), (a)(vii), (a)(viii), (a)(x), (a)(xiii), or (a)(xiv) above), the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below.

(d) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with MSRB, not in excess of ten (10) business days after the occurrence of such Listed Event. Such notice must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as prescribed by MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(viii) and (ix) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds pursuant to the Trust Agreement.

(e) The City hereby agrees that the undertaking set forth in this Disclosure Certificate is the responsibility of the City and that the Trustee or the Dissemination Agent shall not be responsible for determining whether the City's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

Section 6. Termination of Reporting Obligation. The obligations of the City, the Trustee, and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

The Dissemination Agent may resign by providing thirty days written notice to the City and the Trustee. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the City. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the City in a timely manner and in a form suitable for filing.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City and the Dissemination Agent may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived; provided that the following conditions are satisfied:

(a) If the amendment or waiver is related to annual or event information to be provided hereunder, it may only be made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature, or status of the City or the type of business conducted thereby;

(b) The undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The proposed amendment or waiver (i) is approved by Owners of the Bonds in the manner provided in the Trust Agreement for amendments to such Trust Agreement with the consent of Owners or (ii) does not, in the opinion of the City or nationally recognized bond counsel, materially impair the interest of Owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the annual financial information containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City and the Authority to meet their respective obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to MSRB.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of the occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Owner of a Bond, Participating Underwriter, or Trustee may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed a default under the Trust Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities, and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent and its officers, directors, employees, and agents, harmless against any loss, expense, and liabilities that it may incur arising out of or in the exercise or performance of its duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this section shall survive resignation or removal of the Dissemination Agent and payment of all of the Bonds. The Dissemination Agent shall not be responsible in any manner for the format or content of any notice or Annual Report prepared by the City pursuant to this Disclosure Certificate. The City shall pay the reasonable fees and expenses of the Dissemination Agent for its duties hereunder.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the City, the Trustee, the Dissemination Agent, the Participating Underwriter, and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: [Closing Date]

CITY OF MORENO VALLEY

Chief Financial Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

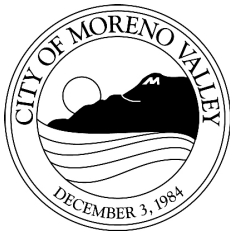
Name of Issuer: Moreno Valley Public Financing Authority
Name of Bond Issue: Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2014
Date of Issuance: [Closing Date]

NOTICE IS HEREBY GIVEN that the City of Moreno Valley (the “City”) has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate, dated [Closing Date], executed by the City. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF MORENO VALLEY

By: _____
Authorized Signatory



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

Report to City Council

TO: Mayor and City Council

FROM: John C. Terell, Community & Economic Development Director

AGENDA DATE: October 28, 2014

TITLE: INTRODUCE ORDINANCE 887. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 6.14 TO TITLE 6 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING THE REGISTRATION OF RESIDENTIAL PROPERTY IN FORECLOSURE PROGRAM

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Introduce Ordinance No. 887. An Ordinance of the City Council of the City of Moreno Valley, California, Adding Chapter 6.14 to Title 6 of the City of Moreno Valley Municipal Code establishing the Registration of Residential Property in Foreclosure Program.

SUMMARY

This report recommends adoption of an Ordinance to monitor and regulate properties entering into foreclosure in the City of Moreno Valley. The proposed Ordinance would require lenders to take a more active role in the maintenance and management of properties that are going through the foreclosure process.

DISCUSSION

This agenda item is the introduction and first reading of the Ordinance adding Chapter 6.14 to Title 6 of the Municipal Code. This is a new Chapter in the Municipal Code and

will require lenders to take an active role in the maintenance and management of properties that are going through the foreclosure process.

Prior Council Action

At a Study Session on October 15, 2013, staff along with the principals of Nationwide Cost Recovery Services (NCRS) presented the Foreclosure Registration Program to Council for discussion purposes. The information presented was well received and prompted questions for clarification purposes, which were answered by staff and NCRS. No action was taken by council.

Background

Since the economic downturn of 2008 and the subsequent housing market crash, many communities throughout the State have experienced an increasing number of abandoned properties due to foreclosure by financial institutions. These properties can then become neglected, unkempt, and blighted, which tarnishes the community. In an effort to reverse this trend, many local jurisdictions have enacted ordinances requiring financial institutions to register foreclosed properties with the code compliance department.

Foreclosed properties tend to lack proper maintenance and sometimes involve vandalism. When the property becomes vacant it becomes subject to squatters, dumping, theft and damage. While the number of foreclosures has fallen dramatically in Moreno Valley and surrounding communities, the issue is still significant. Recent foreclosure filings indicate 391 properties in the last four months within the City of Moreno Valley. Fifty-four homes are bank owned and 176 homes are in pre-foreclosure status, while a total of 1,068 homes are in some stage of the foreclosure process. The foreclosure process is long and typically takes over a year to complete. This time-frame does not include the time prior to the Notice of Default, which marks the beginning of the legal foreclosure process.

Proposed Ordinance

The proposed Ordinance would require lenders to take a more active role in the maintenance and management of properties that are going through the foreclosure process. This will allow the City to monitor and advise lenders regarding abandoned and poorly maintained properties.

The Ordinance presented is based on a review of established programs found in various cities within Riverside and Los Angeles counties. Some registration programs have been in existence since 2008 with most coming online in 2013. Staff has conducted an evaluation of these programs and the results indicate a proven track record.

Due to the lengthy time a property may be in the foreclosure process, it is beneficial to establish the registration of these properties at the time of default. This allows the tracking of the property through the entire process. The foreclosure registration

program would require the lenders to register the property in default and pay an associated fee to recover the City's costs.

This Ordinance will require the following from the property lender or beneficiary:

1. Conduct an inspection of the property prior to issuing a Notice of Default.
2. Within fifteen (15) days of issuing a Notice of Default, the property must be registered with the City.
3. Pay the City's registration fee.
4. Provide City with their property management company 24 hour contact information.
5. Management company must provide monthly inspection reports if the property is vacant.
6. If foreclosed property is vacant and is not for sale or rent, the property shall be posted with name and address of the beneficiary and shall include a twenty-four hour contact phone number of the local property management company.
7. Maintenance of the property must be in compliance with the maintenance standards in the Ordinance and with existing standards in the Moreno Valley Municipal Code. The property exterior must be maintained in good condition.

Fees and Fines

The Ordinance will define specific fees and administrative penalties to cover the operating costs for the program. The annual registration fee will be established by Resolution and any fines or penalties will be in accordance with Title 1, Chapter 1.10 of the Moreno Valley Municipal Code.

The annual registration fee will be determined by a time and material analysis and will be within a range of \$375 and \$575 (comparable with rates in other cities). *None of the fees, costs or fines shall be passed on to a trustor, subsequent purchaser or transferee.*

Subsequent to the approval of the Ordinance, staff will conduct a fee analysis and propose an amendment to the City's Fee Resolution to establish the registration fee.

Administration of Ordinance

The Ordinance will be implemented through a qualified consultant. This will allow the Code Compliance Division to expand its reach out to the City's neighborhoods without impacting current staffing levels thereby improving customer care delivery. Subsequent to the passing of the Ordinance, the City will establish an outsourcing agreement for the administration of the program.

ALTERNATIVES

1. Approve and adopt the proposed Ordinance. This alternative is recommended by staff. Approval will establish a program to register foreclosure property and reduce the amount of blight and improve residential property values in the city of Moreno Valley.
2. Do not approve and adopt the proposed Ordinance thus reducing the City's ability to control neglected and vandalized property thereby, depressing property values and degrading neighborhoods.

FISCAL IMPACT

The proposed program will be revenue neutral to the general fund due to the required collection of registration fees.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride and Cleanliness: Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

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

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

NOTIFICATION

Posting of the agenda.

ATTACHMENTS

1. Proposed Ordinance

Prepared By:
Allen D. Brock
Building and Neighborhood Services Division Manager

Department Head Approval:
John C. Terell AICP
Community & Economic Development Director

ORDINANCE NO. 887

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 6.14 TO TITLE 6 OF THE MUNICIPAL CODE ESTABLISHING THE REGISTRATION OF RESIDENTIAL PROPERTY IN FORECLOSURE

WHEREAS, the presence of real properties in foreclosure can lead to neighborhood decline by creating a public nuisance which could contribute to lower property values and could discourage potential buyers from purchasing a property adjacent to or in neighborhoods with properties in foreclosure; and

WHEREAS, many properties in foreclosure are the responsibility of out of area or out of state beneficiaries and trustees, and in many instances the beneficiaries and/or trustees fail to adequately maintain and secure these properties in foreclosure; and

WHEREAS, establishing a registration program for properties in foreclosure will assist City staff in developing and maintaining a database to contact the responsible parties and to enforce maintenance and safety provisions of the Municipal Code; and

WHEREAS, the City Council desires to preserve the health, safety, and welfare of residents and the community, and to the extent possible, protect neighborhoods from declining property values, aesthetic decay, and/or loss of character.

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

SECTION 1.

Moreno Valley Municipal Code, Chapter 6.14, "Registration of Residential Property in Foreclosure," is added to read as follows:

Chapter 6.14 REGISTRATION OF RESIDENTIAL PROPERTY IN FORECLOSURE

6.14.010 Purpose.

The purpose of this Chapter is to establish a Property registration program as a mechanism to protect neighborhoods from becoming blighted through lack of adequate maintenance and security of properties due to foreclosure.

6.14.020 Definitions.

The following definitions shall govern all terms of this Chapter and shall supersede any term otherwise defined in this Chapter:

“Abandoned” means a Property that is vacant and under a current Notice of Default or that has been the subject of a foreclosure sale where the title was retained by the Beneficiary of a Deed of Trust involved in the foreclosure or that was transferred under a Deed in Lieu of Foreclosure and/or Sale.

“Beneficiary” means a lender under a note secured by a Deed of Trust.

“City” means the City of Moreno Valley, Community Services District (CSD), Housing Authority of Moreno Valley and each of their officers, officials, employees, agents and assigns.

“Deed in Lieu of Foreclosure and/or Sale” means a recorded document that transfers ownership of a Property from the trustor upon consent of the Beneficiary of the Deed of Trust.

“Deed of Trust” means an instrument by which real estate is transferred to a third party trustee as security for a real estate loan. This definition applies to all deeds of trust regardless of priority.

“Default” means the failure to fulfill a contractual obligation, monetary or non-monetary.

“Foreclosure” means the process by which a Property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the Trustor (borrower) defaults.

“Local” means within 50-road/driving miles distance of the subject Property.

“Notice of Default” means a recorded notice that a Default has occurred under a Deed of Trust and that the Beneficiary intends to proceed with a Trustee’s sale or other similar remedies authorized by law.

“Out of Area” means in excess of 50-road/driving miles distance of the subject Property.

“Property” means any unimproved or improved residential real property, or portion thereof, situated in the City of Moreno Valley and includes the buildings or structures located on the property regardless of condition.

“Property in Foreclosure” means any Property upon which a Notice of Default has been issued by a lender, mortgagee, or Beneficiary of any Deed of Trust, or vacant or abandoned real Property that has been the subject of a foreclosure sale where the title was transferred to the Beneficiary of a Deed of Trust involved in the Foreclosure and any properties transferred under a Deed in Lieu of Foreclosure and/or Sale.

“Trustee” means the person, firm, or corporation holding a Deed of Trust on a Property.

“Trustor” means a borrower under a Deed of Trust, who deeds Property to a Trustee as security for payment of a debt.

“Vacant” means a Property that is not lawfully occupied.

6.14.030 Registration of Properties.

- A. Any Beneficiary or Trustee, who holds, or has an interest in, a Deed of Trust on a Property in Foreclosure, located within the City, shall register the Property in Foreclosure with the Community and Economic Development Department of the City. If the Beneficiary or Trustee issues a Notice of Default after the Effective Date of this Ordinance, they shall register such Property in Foreclosure with the City within fifteen (15) calendar days of the issuance of such Notice of Default. If the Beneficiary or Trustee issues a Notice of Default prior to the Effective Date of this Ordinance, and such Notice of Default has not been rescinded, the Beneficiary or Trustee shall register the Property in Foreclosure with the City within thirty (30) calendar days of the Effective Date of this Ordinance.

The registration requirement described in this section shall also apply to Vacant or Abandoned Property that has been the subject of a Foreclosure sale where the title was transferred to the Beneficiary of a Deed of Trust involved in the Foreclosure and any properties transferred under a Deed in Lieu of Foreclosure and/or Sale.

- B. The registration requirements of this section shall be satisfied by providing the City the following information:
1. The address and Assessor Parcel Number (APN) of the Property in Foreclosure;
 2. The name of the primary Beneficiary and/or Trustee (corporation or individual) responsible for the registration;
 3. The name(s) of all other Beneficiaries and/or Trustees (corporations or individuals) who held a security interest at the time when the Notice of Default was recorded;
 4. The direct street and/or office mailing address of the Beneficiaries and Trustees (P.O. boxes are insufficient);
 5. A direct contact name and phone number for person(s) or agent(s) acting on behalf of the primary Beneficiary and/or Trustee;

6. In the case of a corporation or Out of Area Beneficiary and/or Trustee, a direct contact staff member name and phone number with a Local property management company responsible for the security, maintenance and marketing of the Property in Foreclosure; such staff member must be empowered to (i) comply with code compliance orders issued by the City, (ii) provide a trespass authorization upon request of the local law enforcement authorities if the Property is unlawfully occupied, (iii) conduct weekly inspections of the Property, and (iv) accept rental payments from tenants of the Property if no management company is otherwise employed for such person; and
 7. Other information as deemed necessary by the Community and Economic Development Department.
- C. Any person, firm, or corporation that has registered a Property under this Chapter must report any change of information contained in the registration with the Community and Economic Development Department within ten (10) calendar days of the change. If the Community and Economic Development Department determines that the Beneficiary and/or Trustee has failed to comply with the registry requirements of this Chapter, the Community and Economic Development Department shall mail notice to the Beneficiary and/or Trustee at the last known address as provided in Section 6.14.030 of the failure to comply with this Chapter. If the Beneficiary and/or Trustee fail to comply with this Chapter within thirty (30) calendar days of Community and Economic Development Department notification, the Beneficiary and/or Trustee shall pay a penalty or penalties as prescribed in Section 6.14.100.
- D. Properties subject to this Chapter shall remain subject to the annual registration requirement and the security and maintenance standards of this code as long as they remain Properties in Foreclosure.

6.14.040 Registration Fee.

A Foreclosed Properties Registration Fee, as prescribed in Section 6.14.080 shall be paid to City at the time of registration.

6.14.050 Maintenance and Security of Properties in Foreclosure.

- A. Properties subject to this Chapter shall be maintained up to City's maintenance standards in compliance with Chapter 6.04.040 of this Code and secured in a manner so as not to be accessible to unauthorized persons.
- B. If the Property is owned by a corporation or an Out of Area Beneficiary/Trustee/Owner, a Local property management company that holds a valid and current City Business License shall be contracted to

perform weekly inspections to verify that the Property is in full compliance with the requirements of this Chapter, and any other applicable laws. If the property management company determines the Property is not in compliance, it shall promptly notify the Beneficiary/Trustee/Owner and seek authorization to correct the substandard conditions.

- C. In addition to specific maintenance standards found in Section 6.04.040 (Declaration of nuisances) of this Code, Properties in Foreclosure shall be maintained in the following manner: watering and mowing of lawn; trimming of trees, hedges and shrubbery; removing and discarding weeds and other dry or dead vegetation, removing and discarding trash, debris, building materials, appliances, and all other items (personal belongings, vehicles, etc.) on the exterior of the building; repairing aesthetic features of the structure to be compatible to the surrounding structures within the block.
- D. Properties in Foreclosure shall be secured such that all windows, doors (walkthrough, sliding, and garage), gates and any other opening that may allow access to the interior of the Property and/or structure(s) are intact, closed and locked. In the case of broken windows, "secured" means re-glazing or boarding-up the window.
- E. If a pool, spa, pond, fountain or other architectural feature capable of holding water exists on the Property, it must be completely emptied of all water and kept dry at all times. Furthermore, any such feature must be inspected and drained periodically so as not to accumulate rainwater.
- F. The Property shall be posted with the name and twenty-four (24) hour contact phone number of the Local contact or property management company. The posting shall be 8½" x 11" or larger in size, shall be of a font that is legible from a distance of twenty (20) feet, and shall contain the following verbiage: "THIS PROPERTY IS MANAGED BY _____ TO REPORT PROBLEMS OR CONCERNS CALL (name and phone number)." The posting shall be placed on the interior side of a window facing the street to the front of the Property so it is visible from the street, or secured to the exterior of the building/structure facing the street on the front of the Property so it is visible from the street. If no such area exists, the posting shall be on a stake of sufficient size to support the posting, in a location that is visible from the street to the front of the Property, and to the extent possible, not readily accessible to potential vandalism. Exterior posting must be constructed of, and printed with weather resistant materials.

6.14.060 Declaration of Nuisance.

The duties/obligations specified in this Chapter shall be joint and several among and between all Trustees and Beneficiaries and their respective agents. . Should a property be deemed a public nuisance, hazardous, or substandard by the City,

the City may initiate the abatement procedures described in Section 6.04.050 (Abatement) against the Property Owner, Tenant, Beneficiary and/or Trustee.

6.14.070 Fees.

- A. A Foreclosed Properties Registration Fee will be required for properties subject to this Chapter. The fee shall reimburse the City for staff time incurred and resources expended in its administration of this Chapter.
- B. The Foreclosed Properties Registration Fee shall be set forth by Resolution as approved by the City Council.
- C. Additional hourly inspection fees as set forth in the City's Fees Schedule may be levied on a Property for staff time to inspect and enforce the provisions of the Chapter when a complaint has been filed on a Property subject to this Chapter.

6.14.080 Authority and Enforcement.

The Community and Economic Development Department shall manage the implementation, coordination, documentation, administration and enforcement of this Chapter.

6.14.090 Penalties.

- A. Violation of any provision of this Chapter may be enforced by a civil action, including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the prevailing party shall be entitled to recover its attorneys' fees and costs.
- B. A violation of this Chapter may be punished as set forth in Title 1 of the City's Municipal Code.
- C. The procedures established in this Chapter shall supplement and be in addition to any criminal, civil or other remedy established by law or under the provisions of this code to address violations of this Chapter or violations of any other City of Moreno Valley ordinance.

6.14.100 Prohibition Against Passing on Costs, Fees, and Fines to a Trustor, Subsequent Purchaser, Transferee, or any Third Party

It shall be unlawful for any Trustee, Beneficiary or agent of a Beneficiary, or other third party to pass on any costs, fees, or fines imposed under any provisions of this Chapter to any trustor, subsequent bona fide purchaser or transferee of a property, either as a condition of sale or transfer, or included as a cost or fee in escrow without first fully disclosing the nature of and amount of the cost, fee or fine imposed under this Chapter to the other party.

6.14.110 Applicability of Other Laws.

Nothing in this code shall relieve any Beneficiary or Trustee of the duty to comply with any and all other applicable statutes, regulations, ordinances, codes, and laws regulating property maintenance, zoning, or building construction. Compliance with this code shall not relieve any Beneficiary or Trustee of any legal duties under such laws.

SECTION 2.

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.

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.

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

APPROVED AND ADOPTED this 9th day of December, 2014.

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. 887 had its first reading on October 28, 2014 and had its second reading on December 9, 2014, 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 December, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

ORDINANCE NO. 881

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 5.02.085 OF TITLE 5 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE SEPARATE COMPUTATION OF LICENSE FEE AND TAX-BRANCH ESTABLISHMENTS

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

SECTION 1. AMENDMENT OF SECTION 5.02.085 OF CHAPTER 2.085 OF TITLE 5 OF THE MORENO VALLEY MUNICIPAL CODE

5.02.085 Separate computation of license fee and tax—Branch establishments.

A. Where a license fee is imposed upon any business pursuant to this chapter and such business is conducted with branch establishments or at separate fixed places, the fee and tax shall be computed as if each such branch or place were a separate and independent business.

B. A separate license shall be obtained for each branch establishment or location of the business and, except as otherwise provided herein, for each separate type of business at the same location. Each license shall authorize the licensee to transact and carry on only the business licensed thereby, at the location specified in the license, and in the manner designated in such license.

C. Single Family Rental Property exemption. Single family residential property investors who utilize the property for rental purposes and have ten (10) or less individual properties will be required to pay one license fee per owner rather than a license fee for each location.

D. Warehouses and distributing plants used in connection with and incidental to a business shall not be deemed to be separate places of business or branch establishments within the meaning of this section.

E. Nothing in this section shall be construed to relieve any person who is eligible for or claims to be eligible for exemption from payment of a branch establishment business license fee from the requirement to obtain a business license. Such person shall apply to the business license officer or collector for a license in the same manner, and at the same time as is required in this chapter of all other persons applying for a business license and shall be subject to the same procedures for enforcement and for penalties as provided herein. (Ord. 504 § 2.1, 1996)

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.

APPROVED AND ADOPTED this 28th day of October, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Ordinance No. 881
Date Adopted: October 28, 2014

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. 881 had its first reading on October 14, 2014 and had its second reading on October 28, 2014, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of October, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3
Ordinance No. 881
Date Adopted: October 28, 2014

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ORDINANCE NO. 882

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, PROVIDING FOR FUTURE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND AMENDING AND RESTATING THE RATE AND METHOD OF APPORTIONMENT FOR THE DISTRICT TO DESIGNATE TAX RATE AREAS NO. LM-01 AND SL-01

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

SECTION 1. FINDINGS:

- A. The Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act") authorizes the City Council to establish a community facilities district to finance certain services within the district.
- B. Section 53339.7(a) of the Act authorizes the City Council, following a properly noticed public hearing, to provide for the future annexation of territory to a community facilities district. Annexation of the territory for which such provision is made requires unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed, but does not require additional public hearing.
- C. By its Resolution No. 2014-25 adopted on March 25, 2014, the City Council established its City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD").
- D. By its Ordinance No. 874, adopted on April 8, 2014 (the "Special Tax Ordinance"), the City Council levied an annual special tax (the "Special Tax") pursuant to Section 53340 of the Act against all non-exempt parcels of real property within the CFD.
- E. By its Resolution No. 2014-73, adopted on August 26, 2014 (the "Resolution of Intention"), the City Council declared its intention to provide for future annexation of territory to the CFD.
- F. The proposed future annexation area, which constitutes the entire territory of the City aside from the territory currently constituting the CFD, is shown on the map titled "Annexation Map No. 1 of Community Facilities District No. 2014-01 (Maintenance Services) of City of Moreno Valley, County of Riverside, California (Territory proposed for annexation in the future, with the condition that parcels within that territory may be annexed only with the unanimous approval of the owner or owners of each parcel or parcels at the

time that parcel or those parcels are annexed)" (the "Annexation Map"). The Annexation Map is recorded in Book 77 of Maps of Assessment and Community Facilities Districts at page 52, in the office of the County Recorder for the County of Riverside, State of California and is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by reference.

- G. The Resolution of Intention also proposed to amend and restate the rate and method of apportionment of the special tax for the CFD in order to provide for multiple tax rate areas to fund different services.
- H. On October 14, 2014, at 6:00 PM (or as soon thereafter as practical), in the City Council Chamber located at 14177 Frederick Street, Moreno Valley, California 92553, the City Council held a full and fair public hearing (the "Hearing") on the designation of the territory shown on the Annexation Map for annexation to the CFD in the future.
- I. Notice of the Hearing was published pursuant to Section 53339.4 of the Act in the October 2, 2014 edition of The Press-Enterprise.
- J. At the Hearing, the City Council heard oral and written testimony from all those wishing to provide such testimony. There was no majority protest (as defined by Section 53339.3 of the Act) against the proposed addition of territory to the CFD in the future.
- K. City Council now desires to provide for the future annexation of territory to the CFD, to amend and restate the rate and method of apportionment for the special tax levied in connection with the CFD and to take other related actions.

SECTION 2. PROVISION FOR ANNEXATION IN THE FUTURE:

The City Council hereby provides for the annexation to the CFD of the territory shown on the Annexation Map upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed, without additional hearings.

SECTION 3. AMENDMENT AND RESTATEMENT OF RATE AND METHOD OF APPORTIONMENT:

The Rate and Method of Apportionment of the annual Special Tax, as approved by the Special Tax Ordinance, is hereby amended and restated as set forth in Exhibit "A" to this Ordinance, which is incorporated herein by reference (the "Restated RMA").

The Special Tax will be collected in the same manner as ordinary ad valorem

property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. Notwithstanding the forgoing, any Special Taxes that cannot be collected on the County tax roll, or are not so collected, may be collected through direct billing by the City.

Under no circumstances will the special tax levied in any fiscal year against any parcel be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the CFD by more than 10 percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. This tax may not be prepaid.

The Restated RMA represents a restatement of the existing rate and method of apportionment, amended to provide for Tax Rate Area Nos. LM-01 and SL-01. For clarity, the text of the existing RMA has been reorganized and edited. As explained in more detail in Section J of the Restated RMA, the existing Tax Rate Area of the CFD (currently designated Tax Rate Area No. 1) has been redesignated as Tax Rate Area No. LM-01 and SL-01, and all territory currently assigned to Tax Rate Area No. 1 is assigned to both of these newly designated Tax Rate Areas under the Restated RMA. Tax Rate Area No. LM-01 is the rate for territory in the CFD that is provided with landscape maintenance services for the public landscaping maintained in connection with Tax Rate Area No. LM-01. Tax Rate Area No. SL-01 is the rate for territory in the CFD that is provided with standard residential street lighting services on publicly accepted and maintained streets.

The designated future annexation area is designated for annexation as part of both Tax Rate Areas; and any annexation action shall specify to which Tax Rate Area(s) the annexed territory will be added.

SECTION 4. USE OF TAX:

In addition to the administrative expenses described in the Rate and Method of Apportionment, proceeds of the Special Tax may be used to fund:

- A. Landscape Maintenance Services: Maintaining, servicing and operating landscape improvements and associated appurtenances located within the public right-of-way and within dedicated landscape easements for the CFD. These improvements may include but are not limited to parkways, medians, open space landscaping, fencing, monuments, ornamental lighting, drainage, turf, ground cover, shrubs, vines and trees, irrigation systems, and appurtenant facilities and structures. Fundable costs may include, but are not limited to: (i) contracting costs for landscape maintenance services, including litter removal, (ii) salaries and benefits of City staff, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair

and replacement of facilities.

- B. Street Lighting Services: Maintaining, servicing and operating street lights and appurtenant improvements. Fundable costs may include, but are not limited to: (i) contracting costs for street light maintenance, (ii) salaries and benefits of City staff, if the City directly provides street light maintenance services, (iii) utility expenses and the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) City overhead costs associated with providing such services for the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

These services are in addition to those provided in the territory within the CFD prior to the establishment of the CFD and that such Services will not supplant services already available within the territory. Not all of the listed services are provided to every parcel in the CFD. The actual services provided depend on the Tax Rate Area to which the parcel is assigned. The City may, at some future point, add additional services to the CFD. Any such changes will only affect parcels annexed to the CFD after such changes are made.

SECTION 5. ACCOUNTABILITY MEASURES:

The Special Tax will be subject to the following accountability measures:

- (i) Proceeds of the Special Tax will be deposited in a special account and used only for the purpose of financing the costs identified in Section 4 of this Ordinance; and
- (ii) An annual report will be filed by the Special Districts Division of the Financial and Management Services Department of the City at least once a year containing a description of the amount of funds in the Special Account and the status of any costs identified in Section 4 of this Ordinance.

SECTION 6. ADMINISTRATION:

The Special Districts Division of the Financial and Management Services Department, which is located at 14177 Frederick Street, Moreno Valley, California 92553 and can be telephoned at 951.413.3480 will be responsible for annually preparing a current roll of special tax levy obligations by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

SECTION 7. NOTICE OF SPECIAL TAX LIEN:

The City Council directs that a revised notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code to reflect the adoption of the Restated RMA.

SECTION 8. INTERPRETATION:

The CFD Administrator is authorized to issue such interpretations of this Ordinance as he or she feels is necessary or useful to administer the Special Tax. Any such interpretations may be ratified or disapproved by resolution of the City Council, but shall be treated as official interpretations in the absence of Council action.

SECTION 9. CORRECTION OF ERRORS:

If a Special Tax is calculated or applied in error with respect to a parcel, the CFD Administrator is authorized to modify or correct the Special Tax applied, and to issue a credit or refund as appropriate. The CFD Administrator will respond in writing to any written request from a taxpayer for a modification or correction. Any such written response may be appealed by the taxpayer through the filing of a claim following the normal claims procedures of the City.

SECTION 10. EFFECT ON EXISTING TAX:

The City Council finds that the actions taken by this Ordinance do not increase the rate of the Special Tax applicable to parcels that are already in the CFD above the rate previously approved by the voters.

SECTION 11. SEVERABILITY:

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phases hereof be declared invalid or unconstitutional.

SECTION 12. 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 13 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 14 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this 28th day of October, 2014.

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. 882 had its first reading on October 14, 2014 and had its second reading on October 28, 2014, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of October, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



FIRST AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax for the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD") shall be levied on all Assessor's Parcels in the CFD and collected each Fiscal Year in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*).

"Administrative Expenses" means the expenses incurred by the City as administrator of the CFD to determine, levy and collect the Special Taxes, including salaries and benefits of City employees whose duties are related to administration of the CFD and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes, preparation of required reports; and any other costs required to administer the CFD as determined by the City.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change in the Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Riverside-Orange County Region as published by the Department of Labor's Bureau of Labor Statistics or five percent (5%). If the CPI for the Los Angeles-Riverside-Orange County area is discontinued, the CFD administrator may replace it with a similar index for the purposes of calculating the Annual Escalation Factor.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on the official map of the Riverside County Assessor designating parcels by assessor's parcel number.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and administering the levy and collection of the Special Taxes.

"CFD" means City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services).

"City" means the City of Moreno Valley.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

“Lot” means property within a recorded Final Map, which is identified by a lot number for which a building permit could be issued.

“Maximum Special Tax” means the Maximum Special Tax, determined in accordance with Section C below that can be levied in the CFD in any Fiscal Year on any Assessor’s Parcel.

“Property Owner Association Property” means any property within the boundaries of the CFD that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Class within each Tax Rate Area.

“Public Property” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency and is used for public purposes.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

“Special Tax Requirement” means, for each Tax Rate Area separately, the amount required in any Fiscal Year to: (i) pay for the services financed by the CFD; (ii) pay Administrative Expenses; (iii) pay any amounts required to establish or replenish any Reserve Funds; and (iv) pay for anticipated delinquent Special Taxes (not to exceed 10% of total requirement) less any surplus of funds available from the previous Fiscal Year’s Special Tax levy.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD other than Public Property, Property Owner Association Property, or property exempted by law from the Special Tax.

“Tax-Exempt Property” means an Assessor’s Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, and (iii) property owned in common.

“Tax Rate Area” means a grouping of parcels that are taxed to fund a specific service. For example, Tax Rate Area No. SL-01 includes all parcels that are taxed for standard residential street lighting services on publicly accepted and maintained streets and Tax Rate Area No. LM-01 includes all parcels that are taxed for landscape maintenance services for the public landscaping maintained in connection with Tax Rate Area No.

LM-01. Tax Rate Areas may be created from time to time, and each parcel annexed to the CFD shall, at the time it is annexed, be assigned to one or more Tax Rate Area(s) by action of the City Council (with the consent of the property owner or with voter approval).

B. MAXIMUM SPECIAL TAX RATES

Each Tax Rate Area has a separate Maximum Special Tax for Taxable Property. On each July 1 following its indicated "base year", the Maximum Special Tax for Taxable Property for a Tax Rate Area shall be increased in accordance with the Annual Escalation Factor. No Special Tax shall be levied on Tax-Exempt Property.

1. Tax Rate Area No. LM-01 (Residential Landscaping)

The Maximum Special Tax for Taxable Property in Tax Rate Area No. LM-01 will be \$468.36 per Lot. The base year for Tax Rate Area No. LM-01 is Fiscal Year 2014/15.

2. Tax Rate Area No. SL-01 (Residential Street Lighting)

The Maximum Special Tax for Taxable Property in Tax Rate Area No. SL-01 will be \$197.39 per Lot. The base year for Tax Rate Area No. SL-01 is Fiscal Year 2014/15.

C. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

For each Fiscal Year, the CFD Administrator shall, separately within each Tax Rate Area, levy the Special Tax Proportionately on each Assessor's Parcel, whether Developed or Undeveloped, within that Tax Rate Area at up to 100% of the applicable Maximum Special Tax until the amount levied is equal to the Special Tax Requirement assigned to that Tax Rate Area in that Fiscal Year.

D. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to a Parcel is in error may file a written notice with the CFD Administrator appealing the levy of the Special Tax. This notice is required to be filed with the CFD Administrator during the Fiscal Year the error is believed to have occurred. The CFD Administrator or its designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the CFD Administrator verifies that the tax should be changed the Special Tax levy shall be corrected and, if applicable, a refund shall be granted.

The City Council may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

E. MANNER OF COLLECTION

The Special Tax as levied pursuant to Section D above and shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; however, the CFD Administrator may directly bill the Special Tax or collect Special Taxes at a different time, if necessary, to meet the financial obligations of the CFD as otherwise determined appropriate by the CFD Administrator.

The Special Tax shall be subject to the same penalties, procedure, sale, and lien priority in any case of delinquency as applicable for ad valorem taxes.

F. PREPAYMENT OF SPECIAL TAX OBLIGATION

The Special Tax may not be prepaid.

G. TERM OF SPECIAL TAX

Taxable Property in the CFD shall remain subject to the Special Tax in perpetuity or until the City Council takes appropriate actions to terminate the Special Tax pursuant to the Act.

H. ANNEXATIONS

It is intended that territory will, from time to time, be annexed to the CFD. Such territory will be assigned to new Tax Rate Areas, existing Tax Rate Areas, or a combination of new and existing Tax Rate Areas. In the event annexed territory is assigned to an existing Tax Rate Area, services (of a nature similar to those already provided in connection with the Tax Rate Area) will be provided to the annexed territory (or public improvements associated with the annexed territory).

I. RESTATEMENT

This document has been amended and restated from its original form. The purpose of restatements is to maintain the clarity of this document over time; to allow the document to be relevant to both existing and newly annexed parcels; and to aid in the efficient administration of the CFD. Amendments, except where approved by the relevant property owners, are not intended to increase the Maximum Special Tax Rate(s) applicable to parcels already a part of the CFD at the time of the amendment. To the extent an amendment inadvertently increases the Maximum Special Tax Rate(s) applicable to a Parcel, the Maximum Special Tax Rate(s) (adjusted by any associated Annual Escalation Factor) consented to by the owners of that Parcel at the time the Parcel was annexed to the CFD (or the voter-approved Maximum Special Tax Rate(s)) shall apply to that Parcel.

For purposes of the preceding paragraph, with respect to actions that occurred before a Parcel (the "Current Parcel") existed, the owners of the Current Parcel shall be understood to mean the owners of the Parcel that included the territory of the Current Parcel at the time the action occurred.

J. FORMER TAX RATE AREA NO. 1

Note that the Tax Rate Area that was designated Tax Rate Area No. 1 in previous versions of this document has been redesignated as Tax Rate Area Nos. LM-01 and SL-01 (the "Successor Areas"). The combined Maximum Special Tax Rates of the Successor Areas is equal to the Maximum Special Tax Rate for former Tax Rate Area No. 1 and, together, the Successor Areas fund all services funded by the former Tax Rate Area No. 1. This change was made for administrative convenience and is not intended to increase the tax on the parcels included in former Tax Rate Area No. 1.

ORDINANCE NO. 884

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING ORDINANCE 25 AND AMENDING THE CITY OF MORENO VALLEY MUNICIPAL CODE BY ADDING CHAPTER 12.44 "PARKING RESTRICTIONS ON VEHICLES DISPLAYING FOR SALE SIGNS WHILE PARKED ON PUBLIC STREETS."

WHEREAS, the City of Moreno Valley has experienced a proliferation of used vehicles parked on public streets for the purpose of advertising or displaying the vehicle for sale, resulting in a negative impact on the City, its residents, and businesses; and

WHEREAS, California Courts have ruled that a city or county may reasonably regulate the time, place, and manner in which its public streets are used for the sale of vehicles; and

WHEREAS, the California Legislature enacted Section 22651.9 of the California Vehicle Code authorizing cities and counties to remove and impound vehicles advertised or displayed for sale on designated streets or public lands; and

WHEREAS, the City Council finds and determines that the restrictions imposed by this ordinance upon the parking of vehicles upon the designated streets for the purpose of advertising or displaying that vehicle for sale are necessary to protect the general health, safety, and welfare of the community; and

WHEREAS, the unrestricted parking of vehicles for such commercial purposes upon designated high-traffic or high-speed streets causes passing motorists to slow down or stop to obtain information from the signage on the parked vehicles, causes motorists to illegally park next to such vehicles and get out of their vehicles thereby blocking traffic, and encourages jaywalking across streets by prospective buyers to examine the vehicles advertised or displayed for sale, thereby creating dangerous traffic conditions for other motorists and pedestrians; and

WHEREAS, although California Vehicle Code Section 22651.9 authorizes cities and counties to remove and impound vehicles parked for the purpose of advertising or displaying that vehicle for sale on all city or county streets, the purpose of this ordinance is to narrowly restrict the parking of vehicles for sale by prohibiting them only on public streets with an arterial designation or higher and/or any public streets that have posted speed limits of 35 mph or greater, as designated in Chapter 12.44 of the Moreno Valley Municipal Code.

THEREFORE, the City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. REPEAL OF ORDINANCE 25:

1.1 The City Council of the City of Moreno Valley previously adopted Ordinance 25, which provides that "No person shall park or place any vehicle upon any public street or public property for the purpose of selling such vehicle or displaying such vehicle for sale, or offering such vehicle for sale." However, Ordinance 25 was never codified in the Moreno Valley Municipal Code and Ordinance 25 does not refer to or identify any state law authorizing its enactment. Therefore, Ordinance 25 is hereby repeal in its entirety.

SECTION 2. MUNICIPAL CODE AMENDED:

2.1 The list of Chapters prefacing Chapter 12 of the City of Moreno Valley Municipal Code is hereby amended by adding thereto "Chapter 12.44 Parking Restrictions On Vehicles Displaying For Sale Signs While Parked On Public Streets."

2.2 Title 12 of the City of Moreno Valley Municipal Code is hereby further amended by adding thereto a new Chapter 12.44 reading as follows:

"Chapter 12.44

Parking Restrictions On Vehicles Displaying For Sale Signs While Parked On Public Streets

Sections:

- 12.44.010 Findings.**
- 12.44.020 Authority.**
- 12.44.030 Definitions.**
- 12.44.040 Parking For On-Street Sales Prohibited.**
- 12.44.050 Notice Of Parking Violation/Authorization For Removal Of Vehicle.**
- 12.44.060 Post Removal Hearing Required For Removed Vehicles.**

12.44.010 Findings.

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

A. Persons and businesses are using City streets as de facto used car lots to sell used vehicles.

B. The act of selling a car on public streets invites prospective buyers into the roadway to examine the vehicle. It is well known that prospective buyers examine the condition of vehicles for sale and look for evidence of damage or repairs. When done in the public roadway, this poses an obvious risk to public and traffic safety that the City wishes to avoid. These risks are most severe on and near streets and roadways that are heavily trafficked or on which vehicles move at a high rate of speed.

C. The parking of vehicles for sale on City streets creates a distraction for drivers and pedestrians, thereby creating a public safety hazard. Because

drivers may attempt to not only read a for sale sign in or on a vehicle but also commit to memory, write down, or call a telephone number on such a sign, these signs pose a greater risk of accidents than do other types of signs that may be displayed in or on a parked vehicle.

D. The significant increase in vehicles parked for the purpose of sale has created a nuisance by decreasing the parking available for local residents and businesses.

E. The City has an important and substantial public interest in protecting public safety, reducing collisions, removing impediments to the orderly flow of traffic such as illegal and hazardous parking.

12.44.020 Authority.

This Chapter is adopted pursuant to the authority granted to the City of Moreno Valley by Article XI, Section 7 of the Constitution of the State of California and Section 22651.9 of the California Vehicle Code, which permits the removal of vehicles, under certain conditions, for being illegally parked for purposes of advertising the vehicle for sale. Section 22852 of the California Vehicle Code requires that a hearing take place after the removal of any vehicle under Section 22651.9 of the California Vehicle Code.

12.44.030 Definitions.

A. "City" means the City of Moreno Valley, California.

B. "Officer" means and refers to any peace officer as set forth by Section 830 of the California Penal Code, or employee of the City of Moreno Valley who is engaged in directing traffic or enforcing parking laws and regulations.

C. "Park" or "parking" means and refers to the standing of a vehicle as set forth by Section 463 of the California Vehicle Code.

D. "Arterial or higher" means any street classified from "Arterial" to "Freeway," inclusive by the Circulation Plan or Circulation Element of City of Moreno Valley General Plan-Circulation Element, as from time to time amended and re-adopted.

E. "Street" or "roadway" means any street, road, alley or highway accepted into the City maintained system.

F. "Vehicle" means and refers to any device as set forth by Section 670 of the California Vehicle Code, which is defined as "a device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks."

12.44.040 Parking For On-Street Sales Prohibited.

A. It is unlawful for any person to park any vehicle on any street that is designated as an arterial or higher by the City of Moreno Valley General Plan-

Circulation Element, as from time to time amended and re-adopted, and/or any streets that have posted speed limits of 35 mph or greater, as shown in the table below, when it appears because of a sign or placard on the vehicle that the primary purpose of parking the vehicle at that location is to advertise to the public the private sale of that vehicle.

Street	Limits
Alessandro Boulevard	Old 215 Frontage Road to Gilman Springs Road
Bay Avenue	Ramsdell Drive to Lasselle Street
Box Springs Road	Morton Road to Day Street
Brodiaea Avenue	Frederick Street to Lasselle Street
Cactus Avenue	Old 215 Frontage Road to terminus east of Redlands Boulevard
Calle San Juan De Los Lagos	Veterans Way to Frederick Street
Camino Flores	Iris Avenue to Avenida De Portugal
Campus Parkway	Day Street to Towngate Circle
Cottonwood Avenue	Old 215 Frontage Road to Redlands Boulevard
Day Street	Old 215 Frontage Road to Ironwood Avenue
Dracaea Avenue	Elsworth Street to Morrison Street; Gershwin Way to Redlands Boulevard
Elder Avenue	Terminus west of Perris Boulevard to Nason Street
Elsworth Street	Cactus Avenue to Eucalyptus Avenue
Eucalyptus Avenue	Towngate Boulevard to Moreno Beach Drive
Frederick Street	Cactus Avenue to Sunnymead Boulevard
Gentian Avenue	Heacock Street to Indian Street; Kitching Street to Lasselle Street
Goldencrest Drive	Commerce Center Drive to Veterans Way
Gilman Springs Road	Eucalyptus Avenue to south city limit
Graham Street	Cactus Avenue to Sunnymead Boulevard
Heacock Street	South city limit to Perris Boulevard
Hemlock Avenue	Pigeon Pass Road to Heacock Street

Hidden Springs Drive	Pigeon Pass Road to Old Lake Drive
Highland Boulevard	Ironwood Avenue to Redlands Boulevard
Indian Street	South city limit to Manzanita Avenue
Iris Avenue	Heacock Street to Via Del Lago
Ironwood Avenue	Day Street to Theodore Street
John F. Kennedy Drive	Heacock Street to Lasselle Street; Oliver Street to Cactus Avenue
Kitching Street	Plumeria Lane to Sunnymead Boulevard
Krameria Avenue	Perris Boulevard to Cahuilla Drive
Lasselle Street	South city limit to Eucalyptus Avenue; Ironwood Avenue to Boulder Ridge Drive
Locust Avenue	Moreno Beach Drive to Redlands Boulevard
Manzanita Avenue	Heacock Street to Perris Boulevard
Moreno Beach Drive	Via Del Lago to Locust Avenue
Morrison Street	Alessandro Boulevard to Eucalyptus Avenue
Morton Road	Box Springs Road to Penunuri Way
Nandina Avenue	Heacock Street to Perris Boulevard
Nason Street	Iris Avenue to Ironwood Avenue
Old 215 Frontage Road	Cactus Avenue to Eucalyptus Avenue
Old Lake Drive	Pigeon Pass Road to Sunnymead Ranch Parkway
Oliver Street	Iris Avenue to Cottonwood Avenue
Perris Boulevard	South city limit to Reche Vista Drive
Pigeon Pass Road	Sunnymead Boulevard to north city limit
Presidio Hills Drive	Pigeon Pass Road to Espada Creek Road
Reche Vista Drive	Heacock Street to north city limit
Redlands Boulevard	Cactus Avenue to north city limit
San Michele Road	Heacock Street to Perris Boulevard

Sunnymead Boulevard	Frederick Street to Kitching Street
Sunnymead Ranch Parkway	Pigeon Pass Road to Perris Boulevard
Towngate Boulevard	Eucalyptus Avenue to Frederick Street
Theodore Street	Alessandro Boulevard to Ironwood Avenue
Veterans Way	Cactus Avenue to Alessandro Boulevard
Via Del Lago	Iris Avenue to South city limit

B. It is unlawful for any person to park any vehicle on any street intersecting with or entering into a street that is designated as an arterial or higher by the City of Moreno Valley General Plan-Circulation Element, as from time to time amended and re-adopted, and/or any streets that have posted speed limits of 35 mph or greater, within one hundred (100) feet of any such intersection or entry when it appears because of a sign or placard on the vehicle that the primary purpose of parking the vehicle at that location is to advertise to the public the private sale of that vehicle.

C. A person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation is committed, continued or permitted.

12.44.050 Notice of Parking Violation/Authorization For Removal Of Vehicle.

Any vehicle found to be in violation of this Chapter shall be issued a notice of parking violation. Pursuant to Section 22651.9 of the California Vehicle Code, any officer may issue the notice of parking violation and is hereby authorized to remove the vehicle when it is found upon any prohibited street if all of the following requirements are satisfied:

A. Because of a sign or placard on the vehicle, it appears that the primary purpose of parking the vehicle at that location is to advertise to the public the private sale of that vehicle; and

B. Within the past 30 days, the vehicle is known to have been previously issued a notice of parking violation pursuant to Section 12.44.040, which was accompanied by a notice containing all of the following:

1. A warning that an additional parking violation may result in the impoundment of the vehicle;
2. A warning that the vehicle may be impounded pursuant to this Section, even if moved to another street, so long as the signs or placards offering the vehicle for sale remain on the vehicle; and
3. A listing of the streets and portions of streets that are subject to Section 12.44.040; and

C. The notice of parking violation was issued at least 24 hours prior to the removal of the vehicle.

D. A notice of parking violation shall be posted directly on the vehicle and may take any of the following forms:

1. A letter or written notice;
2. An administrative citation; or
3. A parking citation.

12.44.060 Post Removal Hearing Required For Removed Vehicles.

A post-storage hearing pursuant to Section 22852 of the California Vehicle Code applies with respect to the removal of any vehicle pursuant to this Section and is incorporated by reference as if set forth in full herein and provides, in summary, that whenever an authorized member of a public agency directs the storage of a vehicle, the City shall provide the vehicle's registered and legal owner(s) of record, or their agent(s), with the opportunity for a post-storage hearing to determine the validity of the storage. Notice of the storage shall be mailed or personally delivered to the registered and legal owner(s) within 48 hours, excluding weekends and holidays, as specifically provided for under California Vehicle Code Section 22852. The notice shall include the name, address and telephone number of the agency providing the notice; the location of the place of storage; a description of the vehicle (including the make, model, license number and mileage if possible); the authority and purpose for the removal of the vehicle; and a statement that in order to receive a post-storage hearing, the owner(s) of record, or their agent(s), must request a hearing in person, in writing, or by telephone within 10 days of the date appearing on the notice, excluding weekends and holidays. The notice must also state that failure of the registered or legal owner(s) to request or attend a post-storage hearing shall satisfy the post-storage hearing requirement. The City may authorize its own officer or employee or contracted employee to conduct the hearing within 48 hours of such hearing request, excluding weekends and holidays, as long as the hearing officer is not the same person who directed the storage of the vehicle."

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.

APPROVED AND ADOPTED this 28th day of October, 2014.

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. 884 had its first reading on October 14, 2014 and had its second reading on October 28, 2014, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of October, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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ORDINANCE NO. 885

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 11.11 TO TITLE 11 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE PROHIBITING THE POSSESSION, STORAGE, SALE OR DISTRIBUTION OF INTOXICATING CHEMICAL COMPOUNDS KNOWN AS SYNTHETIC DRUGS

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

SECTION 1.

Title 11 of the Moreno Valley Municipal Code is hereby amended by adding thereto a new Chapter 11.11 reading as follows:

CHAPTER 11.11

PSYCHOACTIVE BATH SALTS, PSYCHOACTIVE HERBAL INCENSE,
AND OTHER SYNTHETIC DRUGS

11.11.010 – Purpose and Findings

Recreational use of psychoactive bath salts, psychoactive herbal incense, and similar products commonly known as "synthetic drugs" has been documented to cause hallucinations, agitation, psychosis, aggression, suicidal and homicidal ideations and death. While state and federal laws and regulations prohibit some synthetic drugs, the makers of these drugs continually alter the composition of the compounds in their products so as to escape the scope of these laws and regulations. The purpose and intent of this chapter is to provide the city with measures to address the dangers to the community posed by synthetic drugs that are not regulated by state or federal law.

Synthetic drugs are extremely dangerous and are gaining popularity at an alarming rate among high school and college-aged individuals, as well as among parolees and probationers. These drugs are available in stores, despite the state of California's attempt to ban such drugs under Health and Safety Code Section 11375.5 ("Section 11375.5") and the federal government's attempt to ban such drugs under the Controlled Substances Act (the "CSA") (21 U.S.C. Section 81, et seq.). The city council further finds that the dangers of synthetic drugs, which have been documented to cause hallucinations, agitation, psychosis, aggression, suicidal and homicidal ideations, cannibalism, and death, require regulation.

While Section 11375.5 and the CSA prohibit certain compounds that are used to create synthetic drugs, they are not sufficiently comprehensive to eliminate the distribution and sale of all synthetic drugs in the city. Specifically, the council finds that the makers of synthetic drugs continually alter the composition of the compounds in their products to evade the prohibition of Section 11375.5, the CSA and other laws and regulations that attempt to prohibit the sale of synthetic drugs. In fact, products which are being marketed for use as synthetic drugs are packaged with advertisements stating that the product does not contain the compounds specifically banned by Section 11375.5. Thus, the city council finds that this chapter is necessary to implement effective measures to prohibit the distribution and sale of synthetic drugs.

An effective way to prevent and abate the health, safety, and welfare concerns that exist as a result of the marketing, distribution, and sale of synthetic drugs in manners that brazenly seek to circumvent state and federal law is through the enforcement of the city's administrative, criminal, and civil enforcement procedures. This chapter shall not apply to any activity already regulated by Health and Safety Code Section 11375.5, the CSA, or any other applicable state or federal law or regulation.

11.11.020 - Definitions

The following terms and phrases, whenever used in this chapter, shall be construed as defined in this section:

“Business” means and includes professions, trades, occupations, and all and every kind of calling, whether or not conducted for profit.

“Consume” “Consuming” or “Consumption” means to ingest, inhale, inject, smoke or snort (insufflate).

“Distribute” “Distributing” or “Distribution” means to furnish, give away, exchange, transfer, deliver or supply, whether for monetary gain or not.

“Person” means any natural person, business, firm, company, corporation, public corporation, club, trust, partnership, association or similar organization.

“Possess” “Possessing” or “Possession” means to have for consumption, distribution or sale in one's actual or constructive custody or control, or under one's authority or power, whether such custody, control, authority or power be exercised solely or jointly with others.

“Provide” “Providing” or “Provision” means offering to distribute or sell a product or substance to any person.

“Psychoactive bath salts” means any crystalline or powder product that contains a synthetic chemical compound that, when consumed, elicits psychoactive or psychotropic stimulant effects. The term "psychoactive bath salts" includes without limitation:

(1) Products that elicit psychoactive or psychotropic stimulant effects and contain any of the following intoxicating chemical compounds:

(A) Cathinone (2-amino-1-phenyl-1-propanone), 4- methylmethcathinone (2-methylamino-1-(4-methylphenyl)propan-1-one), 4-methoxymethcathinone (1-(4-methoxyphenyl)-2-(methylamino)propan-1-one), MDPV (methylenedioxyprovalerone), MDMA (3, 4- methylenedioxy-N-methylamphetamine), methylene (3,4-methylenedioxy- N-methylcathinone), methcathinone (2-(methylamino)-1-phenyl-propan-1-one), flephedrone (4-fluoromethcathinone), 3-FMC (3-fluoromethcathinone), ethcathinone (2-ethylamino-1-phenyl-propan-1-one), butylone (13-keto-N-methylbenzodioxolylbutanamine), a-PPP (a-pyrrolidinopropiophenon), MPPP (4'-methyl-a-pyrrolidinopropiophenone), MDPPP (3',4'-methylenedioxy-a-pyrrolidinopropiophenone), a-PVP (1-phenyl-2-(1-pyrrolidinyl)-1-pentanone) or naphyrone (1-naphthalen-2-yl-2-pyrrolidin-1-ylpentan-1-one);

(B) Any derivative of the above listed intoxicating chemical compounds;

(C) Any synthetic substance and its isomers with a chemical structure similar to the above listed compounds;

(D) Any chemical alteration of the above listed intoxicating chemical compounds; or

(E) Any other substantially similar chemical structure or compound; and

(2) Products that elicit psychoactive or psychotropic stimulant effects and are marketed under any of the following trade names: Bliss, Blizzard, Blue Silk, Bonzai Grow, Charge Plus, Charlie, Cloud Nine, Euphoria, Hurricane, Ivory Snow, Ivory Wave, Lunar Wave, Ocean, Ocean Burst, Pixie Dust, Posh, Pure

Ivory, Purple Wave, Red Dove, Scarface, Snow Leopard, Stardust, Vanilla Sky, White Dove, White Night and White Lightning.

The term "psychoactive bath salts" shall not include any product, substance, material, compound, mixture or preparation that is specifically excepted by the California Uniform Controlled Substances Act ("UCSA") (Health and Safety Code §§ 11000 et seq.), listed in one of the UCSA's schedules of controlled substances (Health and Safety Code §§ 11053-11058), regulated by one of the UCSA's Synthetic Drug Laws (Health and Safety Code §§ 11357.5, 11375.5 and 11401), regulated by the Federal Controlled Substances Act (the "CSA") (21 USC §§ 81 et seq.) or approved by the Food and Drug Administration ("FDA").

"Psychoactive herbal incense" means any organic product consisting of plant material that contains a synthetic stimulant compound that, when consumed, elicits psychoactive or psychotropic euphoric effects. The term "psychoactive herbal incense" includes without limitation:

(1) Products that elicit psychoactive or psychotropic euphoric effects and contain any of the following chemical compounds:

(A) *Salvia divinorum* or *salvinorum* A; all parts of the plant presently classified botanically as *salvia divinorum*, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts derivative, mixture or preparation of such plant, its seeds or extracts;

(B) Cannabicyclohexanol 2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methylnonan-2-yl)phenol), JWH-018 (naphthalen-1-yl-(1-pentylindol-3-yl) methanone), JWH-073 (naphthalen-1-yl-(1-butylindol-3-yl)methanone), JWH-200 (1-(2-morpholin-4-ylethyl)indol-3-yl)-naphthalen-1-ylmethanone, HU-210 or 1.1-dimethylheptyl-11-hydroxy-delta8-tetrahydrocannabinol) (6aR, 10aR)-9-(Hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10a-tetrahydrobenzo[c] chromen-1-ol), CP 47,497 2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methyloctan-2-yl)phenol) and the dimethylhexyl, dimethyloctyl and dimethylnonyl homologues of CP-47, 497, AM-2201 1-[(5-fluoropentyl)-1H-indol-3-yl]-(naphthalen-1-yl)methanone), 1-Pentyl-3-(2-methoxyphenylacetyl)indole (also known as JWH-250), 1-Hexyl-3-(1-naphthoyl)indole (also known as JWH-019), 1-Pentyl-3-(4-chloro-1-naphthoyl)indole (also known as JWH-398), N-benzylpiperazine (also

known as BZP), 1-(3-trifluoromethylphenyl) piperazine (also known as TFMPP);

(C) Any derivative of the above listed intoxicating chemical compounds;

(D) Any synthetic substance and its isomers with a chemical structure similar to the above listed intoxicating chemical compounds;

(E) Any chemical alteration of the above listed intoxicating chemical compounds; or

(F) Any other substantially similar chemical structure or compound; or

(G) Any other synthetic cannabinoid; and

(2) Products that elicit psychoactive or psychotropic euphoric effects and are marketed under any of the following names: K2, K3, Spice, Genie, Smoke, Potpourri, Buzz, Spice 99, Voodoo, Pulse, Hush, Mystery, Earthquake, Stinger, Ocean Blue, Stinger, Serenity, Fake Weed and Black Mamba.

The term "psychoactive herbal incense" shall not include any product, substance, material, compound, mixture, or preparation that is specifically excepted by the UCSA (Health and Safety Code §§ 11000 et seq.), listed in one of the UCSA's schedules of controlled substances (Health and Safety Code §§ 11053—11058) regulated by one of the USCA's Synthetic Drug Laws (Health and Safety Code §§ 11357.5, 11375.5 and 11401), regulated by the CSA (21 USC §§ 81 et seq.) or approved by the FDA.

"Psychoactive or psychotropic stimulant effects" means affecting the central nervous system or brain function to change perception, mood, consciousness, cognition or behavior in ways that are comparable to the effects of cocaine, methylphenidate or amphetamines.

"Psychoactive or psychotropic euphoric effects" means affecting the central nervous system or brain function to change perception, mood, consciousness, cognition or behavior in ways that are similar to the effects of cannabis.

"Sell" "Selling" or "Sale" means to furnish, exchange, transfer, deliver or supply for monetary gain.

“Synthetic drug” shall include psychoactive bath salts and psychoactive herbal incense, as those terms are defined hereinabove.

11.11.030 – Possession, Storage, Provision, Sale, and Distribution of Synthetic Drugs Prohibited

- (A) It is unlawful for any person to provide, display for sale, distribute or sell any synthetic drug within the City of Moreno Valley.
- (B) Merely disclaiming a synthetic drug as "not safe for human consumption" will not avoid the application of this section.
- (C) It is unlawful for any person to store, provide, sell, or distribute, or to permit the storage, provision, sale, or distribution of synthetic drugs from any real property owned, possessed, managed, or controlled by that person in the city of Moreno Valley.

11.11.040 - Provision, Display for Sale, Sale or Distribution of Substances Claimed or Represented to Be Synthetic Drugs Prohibited

- (A) It is unlawful for any person to claim or represent that a product that person is providing, displaying for sale, distributing or selling is a synthetic drug within the City of Moreno Valley.
- (B) To determine if a person is claiming or representing that a product is a synthetic drug, the enforcing officer may consider any of the following evidentiary factors:
 - (1) The product is not suitable for its marketed use (such as a crystalline or powder product being marketed as "glass cleaner");
 - (2) The business providing, displaying for sale, distributing or selling the product does not typically provide, distribute or sell products that are used for that product's marketed use (such as a liquor store selling "plant food");
 - (3) The product contains a warning label that is not typically present on products that are used for that product's marketed use (such as "not for human consumption," "not for purchase by minors," or "does not contain chemicals banned by section 11357.5");

- (4) The product is significantly more expensive than products that are used for that product's marketed use (such as half of a gram of a substance marketed as "glass cleaner" costing \$50.00);
 - (5) The product resembles an illicit street drug (such as cocaine, methamphetamine or marijuana); or
 - (6) The product's name or packaging uses images or slang referencing an illicit street drug (such as "Eight Ballz" or "Green Buddha").
- (C) Merely disclaiming a substance claimed or represented to be a synthetic drug as "not safe for human consumption" will not avoid the application of this section.

11.11.050 – Possession of Synthetic Drugs Prohibited

It is unlawful for any person to possess any synthetic drug within the City of Moreno Valley.

11.11.060 - Public Nuisance

- (A) It is a public nuisance for any person to provide, display for sale, distribute or sell any synthetic drug within the City of Moreno Valley.
- (B) It is a public nuisance for any person to allow the provision, display for sale, distribution or sale of any synthetic drug on property owned, controlled or managed by such person within the City of Moreno Valley.
- (C) It is a public nuisance for any person to provide, display for sale, distribute or sell any substance claimed or represented to be a synthetic drug within the City of Moreno Valley.
- (D) It is a public nuisance for any person to allow the provision, display for sale, distribution or sale of any substance claimed or represented to be a synthetic drug on property owned, controlled or managed by such person within the City of Moreno Valley.

- (E) To determine if a person is claiming or representing that a substance or product is a synthetic drug, the enforcing officer may consider any of the evidentiary factors set forth in Section 11.11.040 of this chapter.
- (F) Civil Remedies Available; Remedies Cumulative. In addition to the penalties provided in Section 11.11.080, any property used in violation of any provision of this chapter shall constitute a public nuisance and may be abated by the city by civil process by means of a restraining order, a preliminary or permanent injunction, or in any manner provided by law for the abatement of such nuisance. All remedies herein are cumulative and non-exclusive.
- (G) Attorneys' Fees. Any person, including the city of Moreno Valley, who prevails in any action or proceeding for the abatement of a public nuisance as provided herein shall be entitled to recover attorneys' fees incurred in any such action or proceeding.

11.11.070 – Summary of Abatement

Because the use of synthetic drugs has been documented to cause hallucinations, agitation, psychosis, aggression, suicidal and homicidal ideations, cannibalism and death, any violation of this division presents a grave and imminent danger not only to the person consuming the synthetic drug, but also to the public at large. If the code compliance officer, based on the facts then known, determines that a violation of this division presents an imminent danger or hazard or is imminently injurious to the public health or safety, then that violation is punishable by the summary abatement procedures set forth Section 6.040 of this Code.

11.11.080 - Penalties

- (A) Misdemeanor violation. Failure to comply with any of the requirements of this division is a misdemeanor punishable by imprisonment in the county jail for a period not exceeding six months or by fine not exceeding \$1,000.00, or by both, provided that where the city attorney determines that such action would be in the interest of justice, he/she may specify in the accusatory pleading that the offense shall be an infraction.
- (B) Infraction violation. Where the city attorney determines that, in the interest of justice, a violation of this division is an infraction, such infraction is punishable by a fine not exceeding \$100.00 for a first violation, a fine not

exceeding \$200.00 for a second violation of the same provision within one year, and a fine not exceeding \$500.00 for each additional infraction violation of the same provision within one year. An infraction is not punishable by imprisonment. A person charged with an infraction shall not be entitled to a trial by jury and shall not be entitled to have the public defender or other counsel appointed at public expense to represent him/her, unless he/she is arrested and not released on his/her written promise to appear, his/her own recognizance or a deposit of bail. However, any person who has previously been convicted two or more times during any 12-month period for any violation of this division for a crime made punishable as an infraction shall be charged with a misdemeanor upon the third violation.

- (C) The fine amounts set forth above may be modified, from time to time, by city council resolution. In no event shall such fine amounts exceed the amounts authorized by state law.

11.11.090 - Seizure of Evidence

Any product(s) or substance(s) possessed, provided, distributed or sold in violation of any provision of this division shall be seized by the enforcing officers and removed, stored and disposed of in accordance with law.

11.11.100 - Exclusions

- (A) This division shall not apply to drugs or substances lawfully prescribed or to intoxicating chemical compounds that have been approved by the federal Food and Drug Administration or which are specifically permitted by California law, including without limitation, intoxicating chemical compounds that are specifically excepted by the California Uniform Controlled Substances Act (Health and Safety Code § 11000 et seq.).
- (B) This division shall not apply to drugs or substances that are prohibited by state or federal law, including without limitation, California Health and Safety Code §§ 11357.5, 11375.5, 11401 and the Federal Controlled Substances Act.
- (C) This division shall not be deemed to prescribe any act that is positively permitted, prohibited or preempted by any state or federal law or regulation.

SECTION 2. EFFECTIVE DATE

This ordinance shall become effective thirty (30) days after the date of adoption.

SECTION 3. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and the provisions of this ordinance are declared to be severable.

SECTION 4. EFFECT OF ENACTMENT:

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

SECTION 5. NOTICE OF ADOPTION:

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

APPROVED AND ADOPTED this 28th day of October, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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Ordinance No. 885
Date Adopted: October 28, 2014

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. 885 had its first reading on October 14, 2014 and had its second reading on October 28, 2014, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 28th day of October, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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Ordinance No. 885
Date Adopted: October 28, 2014

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